

Board of Public Works Meeting
March 30, 2021



Topic: **Board Of Public Works**

Time: Mar 30, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/98748208432?pwd=amJHThZ2RzFPVmE5bDZpd3JzVUdXZz09>

Meeting ID: 987 4820 8432

Passcode: 475605

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

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Meeting ID: 987 4820 8432

Passcode: 475605

Find your local number: <https://bloomington.zoom.us/u/acgHS3uzwp>

AGENDA
BOARD OF PUBLIC WORKS
March 30, 2021

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, March 30, 2021 at 5:30 p.m.

The City will offer virtual options, including CATS public access television (live and tape- delayed) and Zoom. Public comments and questions will be encouraged via [bloomington.in.gov](mailto:public.works@bloomington.in.gov) rather than in person.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

1. Appeal Noise Citation # 38006 for 524 N. College Ave., Apt 403
2. Appeal of Notice of Violation for Right-of-Way use 1205 N. Madison (Bloom Design and Build, LLC.)

III. CONSENT AGENDA

1. Approval of Minutes – March 16, 2021
2. Quarterly Staff Report Pursuant to Amended Resolution 2016-02: Staff Level Approval of Standard Development Encroachment Requirements
3. Right of Entry and License Agreement with City Flats on Walnut
4. Approval of Payroll

IV. NEW BUSINESS

1. Resolution 2021-06: Push-Cart in Public Right-of-Way (Seedlings)
2. Noise Waiver and Night-time work for College Mall Road Repaving Project
3. Wall Construction at BPD

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3410 or email public.works@bloomington.in.gov.

STAFF REPORT
NOV APPEAL (noise)

Appellant Information:

Name: Anuj Garg
Address: 524 North College Ave, #403
Bloomington, IN
Date Appealed: 3/2/2021

NOV Information:

Date Issued: February 26, 2021
By: Officer Elijah Britton
Where: 524 North College Ave, #403
For: unreasonable noise

Attachments:

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

Controlling Ordinances and Language:

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

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

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

Discussion:

1. At approximately 3:20 a.m. on 2/26/2021, a noise complaint was issued regarding unreasonable noise at the rental property located at 524 North College Ave, #403 (the “Property”). The Property is located on the fourth floor of the building. Bloomington Police Department (“BPD”) received initial complaints for unreasonable noise at 2:33 a.m. on 2/26/2021. Officer Elijah Britton responded to the noise complaint at approximately 3:07 a.m.
2. Officer Britton took the elevator to the fourth floor of the building and, upon exiting the elevator, was able to hear clearly audible sound coming from the Property—which was 6 doors away from the elevator. Officer Britton was able to hear the sound prior to arriving at the Property and was able to identify that the sound was coming from the Property.
3. BPD made contact with Anuj Garg who is the occupant and tenant of the Property. Anuj Garg was issued ticket #38006 for unreasonable noise, and assessed a fine of \$100.00.
4. Anuj Garg timely appealed the NOV.
5. The facts establish that the noise was unreasonable because it was audible from off premises between 9pm and 7am by a person with ordinary hearing.
6. As the renter, Anuj Garg occupies and has control of this property and is, therefore, a person who can and should be held responsible for this violation.
7. A fine of \$100.00 is appropriate because Anuj Garg received a prior fine for a noise violation on February 11, 2021, under BPD Case Number B21-04230

Staff Recommendation:

1. The appeal should be denied.
2. This is Anuj Garg’s second violation of Title 14.09. A second-time violator is subject to a fine of \$100.00 in accordance with BMC 14.09.070(b).

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 38006

~~B21-05840~~
C13427

Heather,

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

Day of Week Friday	Day 26	Month Feb	Year 2021	Time 0320
Last Name GARG		First ANU	MI	
Street Address 524 N College Ave		D.O.B. 2/12/2000		
City Bloomington		State IN	Zip Code 47401	
Sex M	Race	SSN/OLN 9370-40-9732		

DID COMMIT THE FOLLOWING OFFENSE:

14.09.030; Noise

OR

#2

Excessive Loud Noise

\$100

Residence

Vehicle

Contrary to the BMC § 14.09.030

at 524 N College Ave Apt 403 Bloomington, IN.

Officer's Signature *[Signature]*

I.D. No. 1704

City of Bloomington, Indiana

Date 2/26/2021

Signature *[Signature]*

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

Stacy Rees <rees@bloomington.in.gov>

City of Bloomington, Indiana Mail - Fwd: Noise Appeal

<https://mail.google.com/mail/u/0?ik=d93315399f&view=pt&search...>

03/23/21
23:40

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

Page: 346
1

Call Number: 210211238

Nature: NOISE
Reported: 22:55:29 02/11/21
Rcvd By: BAILEY JA How Rcvd: T
Occ Btwn: 22:55:29 02/11/21 and 22:56:58 02/11/21
Type: 1
Priority: 2

Address: 524 N COLLEGE AVE; BLDG 10; 4TH FLR
City: BLOOMINGTON

Alarm:

COMPLAINANT/CONTACT

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

Contact: ANON
Address:
Phone:

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agnc	Description
BRITTON E	23:22:28 02/11/21	1707	ER	LB1	BPD	(MDC) Enroute to a call incid#=B21-04230 call=2411
BRITTON E	23:24:59 02/11/21	1707	AR	LB1	BPD	(MDC) Arrived on scene incid#=B21-04230 call=2411
KELLEY P	23:25:16 02/11/21	1609	DISP	LB1	BPD	incid#=B21-04230 DISPATCHED TO A CALL call=2411
KELLEY P	23:25:23 02/11/21	1609	ER	LB1	BPD	call=2411
DUNN C	23:29:08 02/11/21	1609	AR	LB1	BPD	(MDC) Arrived on scene incid#=B21-04230 call=2411
BRITTON E	23:34:32 02/11/21	1707	NMIN	LB2	BPD	MDC: name=ANUJ, GREG dob=02/12/2000 sex=M
BRITTON E	23:34:33 02/11/21	1707	DLIN	LB2	BPD	MDC: name=ANUJ, GREG dob=02/12/2000 sex=M
BRITTON E	23:36:03 02/11/21	1707	NMIN	LB2	BPD	MDC: name=GREG, ANUJ dob=02/12/2000
BRITTON E	23:36:04 02/11/21	1707	DLIN	LB2	BPD	MDC: name=GREG, ANUJ dob=02/12/2000
DUNN C	23:49:10 02/11/21	1609	CE	LB1	BPD	(MDC) Completed call incid#=B21-04230 call=2411
BRITTON E	23:50:41 02/11/21	1707	NMIN	LB2	BPD	MDC: name=ANUJ, GARG dob=02/12/2000 sex=M
BRITTON E	23:50:42 02/11/21	1707	DLIN	LB2	BPD	MDC: name=ANUJ, GARG dob=02/12/2000 sex=M
BRITTON E	23:51:21 02/11/21	1707	NMIN	LB2	BPD	MDC: name=ANUJ, GARG dob=02/11/2000 sex=M
BRITTON E	23:51:22 02/11/21	1707	DLIN	LB2	BPD	MDC: name=ANUJ, GARG dob=02/11/2000 sex=M

03/23/21
23:40

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

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Page: 2

BRITTON E	23:51:52	02/11/21	1707	NMIN	LB2	BPD	MDC: dl=9370400732 state=IN
BRITTON E	23:51:53	02/11/21	1707	DLIN	LB2	BPD	MDC: dl=9370400732 state=IN
BRITTON E	23:53:44	02/11/21	1707	NMIN	LB2	BPD	MDC: name=GARG, ANUJ dob=02/12/2000 sex=M
BRITTON E	23:53:45	02/11/21	1707	DLIN	LB2	BPD	MDC: name=GARG, ANUJ dob=02/12/2000 sex=M
BRITTON E	23:56:04	02/11/21	1707	CE	LB1	BPD	(MDC) Completed call incid#=B21-04230 call=2411

COMMENTS

22:56:22 02/11/2021 - BAILEY JA
EDITED BUZZ APARTMENT 503 TO GET IT IN.... LOUD MUSIC POSS APT 402,
23:56:04 02/11/2021 - BRITTON E
cite

UNIT HISTORY

Unit Time/Date Code

1609 23:25:16 02/11/21 DISP
1609 23:25:23 02/11/21 ER
1609 23:29:08 02/11/21 AR
1609 23:49:10 02/11/21 CE
1707 23:22:28 02/11/21 ER
1707 23:24:59 02/11/21 AR
1707 23:34:32 02/11/21 NMIN
1707 23:34:33 02/11/21 DLIN
1707 23:36:03 02/11/21 NMIN
1707 23:36:04 02/11/21 DLIN
1707 23:50:41 02/11/21 NMIN
1707 23:50:42 02/11/21 DLIN
1707 23:51:21 02/11/21 NMIN
1707 23:51:22 02/11/21 DLIN
1707 23:51:52 02/11/21 NMIN
1707 23:51:53 02/11/21 DLIN
1707 23:53:44 02/11/21 NMIN
1707 23:53:45 02/11/21 DLIN
1707 23:56:04 02/11/21 CE

RESPONDING OFFICERS

Unit Officer

1609 DUNN C
1707 BRITTON E
1707 KINCAID S

INVOLVEMENTS

Type Record# Date Description Relationship

LW B21-04230 02/11/21 NOISE B21-04230 524 N COLLEG Initiating Call

03/09/21
13:00

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

Page: 346
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Call Number: 210226027

Nature: NOISE
Reported: 02:33:05 02/26/21
Rcvd By: BABBS H How Rcvd: T
Occ Btwn: 02:33:05 02/26/21 and 02:33:42 02/26/21
Type: 1
Priority: 2

Address: 524 N COLLEGE AVE; APT 403
City: BLOOMINGTON

Alarm:

COMPLAINANT/CONTACT

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

Contact:
Address:
Phone:

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agnc	Description
BRITTON E	03:07:20 02/26/21	1707	ER	LB1	BPD	(MDC) Enroute to a call incid#=B21-05840 call=271
CHARLIER J	03:09:08 02/26/21	1706	ENRT	LB1	BPD	(MDC) Assisting unit 1707 incid#=B21-05840 call=271
BRITTON E	03:11:00 02/26/21	1707	AR	LB1	BPD	(MDC) Arrived on scene incid#=B21-05840 call=271
CHARLIER J	03:13:41 02/26/21	1706	AR	LB1	BPD	(MDC) Arrived on scene incid#=B21-05840 call=271
CHARLIER J	03:25:11 02/26/21	1706	CE	LB1	BPD	(MDC) Completed call incid#=B21-05840 call=271
BRITTON E	03:26:02 02/26/21	1707	NMIN	LB5	BPD	MDC: name=GARG, ANUJ dob=02/12/2000 sex=M
BRITTON E	03:26:03 02/26/21	1707	DLIN	LB5	BPD	MDC: name=GARG, ANUJ dob=02/12/2000 sex=M
BRITTON E	03:26:50 02/26/21	1707	CITE	LB1	BPD	(MDC) Completed call incid#=B21-05840 call=271

COMMENTS

02:33:37 02/26/2021 - BABBS H
LOUD MUSIC. CP WILL LET OFFICERS IN.
DIAL 303 AT THE KEY PAD FOR ACCESS
02:58:21 02/26/2021 - HE T
CP HAS CALLED BACK MULTIPLE TIMES REGARDING THIS NOISE COMPLAINT...CALLS ABOUT
EVERY 10 MINUTES...
03:04:02 02/26/2021 - HE T
CP IS NOW CALLING ON 911 REGARDING THIS NOISE COMPLAINT

03/09/21
13:00

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

Page: 346
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03:20:54 02/26/2021 - BAILEY JA - From: BRITTON E
status - sig 9
03:26:50 02/26/2021 - BRITTON E
Cited for noise. advised of DC

UNIT HISTORY

Unit	Time/Date	Code
1706	03:09:08 02/26/21	ENRT
1706	03:13:41 02/26/21	AR
1706	03:25:11 02/26/21	CE
1707	03:07:20 02/26/21	ER
1707	03:11:00 02/26/21	AR
1707	03:26:02 02/26/21	NMIN
1707	03:26:03 02/26/21	DLIN
1707	03:26:50 02/26/21	CITE

RESPONDING OFFICERS

Unit	Officer
1706	CHARLIER J
1706	DUNN C
1707	BRITTON E
1707	HUNTER JA

INVOLVEMENTS

Type	Record#	Date	Description	Relationship
LW	B21-05840	02/26/21	NOISE B21-05840 524 N COLLEG	Initiating Call



Appeal of Noise Citation to the Board of Public Works

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

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

Name: Anuj Garg Phone Number +18126067997

Citation Number: 38006 Date on Noise Citation: 02/26/2021

(Located in the top right hand corner of the citation)

Local Address:
524 N College Ave, apt 403
Bloomington, Indiana
47404

Permanent Address:
524 N College Ave, apt 403
Bloomington, Indiana
47404

Today's Date: 03/02/2021

Reason for Appeal: Denial of the responsibility for a Noise Citation

On 02/25/2021, I had a small gathering with 4 friends. We were just watching TV and listening to music when Bloomington Police showed up and handed me a citation. At this point, I agree it was around 3 am but I hadn't receive any prior complain from neither the Police Officials nor my neighbors. When my friends were about to head home, I see bloomington Police Officials telling me that I'd get a citation for a noise violation. I believe it's unfair to receive a citation without prior warning/ complaint for a gathering so small.

Thank You,

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of 02/26/2021
When the Board of Public Works will consider my appeal.

Anuj Garg

Signature

03/02/2021

Date

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____

City of Bloomington's Board of Public Works **Order on Appeal of Notice of Violation Ticket** **#38006**

This matter is before the Board of Public Works for an Appeal of Notice of Violation #38006 (the "NOV") at 524 North College Ave, #403. (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, March 30, 2021.

The Board of Public Works now finds as follows:

1. Anuj Garg ("Appellant") timely appealed the NOV.
2. Appellant rents and resides at the Property.
3. City of Bloomington Police Officer Elijah Britton, at approximately 3:07 a.m. on February 26, 2021, while not physically on the Property, heard music and sound coming from the Property.
4. These facts establish a prima facie violation of BMC 14.09.070(c)(4) in that the sound was clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of 9:00 p.m. and 7:00 a.m.
5. Appellant is a person under BMC 14.09.030(b) who can be held responsible for this violation.
6. The facts support a finding that the Appellant did violate BMC § 14.09 regarding unreasonable noise, and that this is Appellant's second violation of BMC § 14.09 within 12 months.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders that the Appeal of NOV #38006 is denied.

So Ordered this 30th Day of March, 2021.

Dana Palazzo, President
Board of Public Works
City of Bloomington



Board of Public Works Staff Report

Project/Event: Appeal of Notice of Violation Issued for Violation of Right of Way Use Chapter 12.08

Staff Representative: Mike Stewart, Engineering Department

Petitioner/Representative: Caylan Evans/Bloom Design + Build, LLC

Date: March 30th, 2021

Report: On Friday, February 26th the sidewalk in front of 1205 North Madison Street was observed to have been excavated without a permit or proper maintenance of traffic (MOT) in place. Mike Stewart (staff) spoke with Mr. Caylan Evans (property owner/general contractor) about both applying for a permit and installing the proper MOT on site- including barricades and signs indicating that the sidewalk is closed. Mr. Evans applied for a permit that afternoon.

Staff observed a proper MOT was not yet in place on Monday, March 1st. Cones and warning tape were present, but there were no advanced warning signs to indicate the closure, signs at the closure, or barricades. Staff issued a formal warning via email and USPS for *Right of Way Closure or Excavation without a permit, Right of way use without approved maintenance of traffic plan, Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices, and Failure to have permit on site*. Staff communicated that if a proper MOT was not installed by Tuesday, March 2nd fines would be assessed. Staff had provided Mr. Evans with the location of the Municipal Code related to excavations as well as the MUTCD example MOT for a sidewalk closure

Staff was in daily communication with Mr. Evans and continued to request that a proper MOT be put into place. The sidewalk remained blocked, without a proper MOT, until Friday, March 5th.

On Friday, March 5th the City of Bloomington Engineering Department issued a fine for *Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices, and Failure to have permit on site* for the dates of March 2nd, March 3rd, and March 4th. This violation carries a \$500 fine that doubles each subsequent day a violation occurs.

Mike Stewart

March 25, 2021

Caylan Evans
Bloom Design + Build, LLC
2017 East Viva Drive
Bloomington, IN 47401

Re: **Notice of Violation (warning)**
BMC Chapter 12.08 Use of the Right of Way, Sections 12.08.010 Compliance with Chapter Required, 12.08.020 Right of Way Use Permit Required, 12.08.050 Permit application and site plan required, 12.08.100 Traffic Control Devices

Dear Caylon Evans,

This Notice of Violation (NOV) serves as a formal warning of non-compliance with sections 12.08.010 (Compliance with Chapter Required), 12.08.020 (Right of Way Use Permit Required), 12.08.050 (Permit application and site plan required), 12.08.100 (Traffic Control Devices) of the Bloomington Municipal Code Chapter 12.08 Use of the Right of Way at 1205 North Madison Street ("Property") on 02/26/2021. Records show that you are the owner of this Property.

In accordance with Use of the Right of Way Section 12.10.040, a violations of this nature is subject to a \$500.00 (12.08.010), \$500.00 (12.08.020), \$500.00 (12.08.050), and \$100.00 (12.08.100) fines for a total of \$1,600.00. Each day a violation is allowed to continue is considered an additional and separate violation. Subsequent violations are twice the previous fine, up to a maximum daily fine of seven thousand five hundred dollars (\$7,500).

No fines have been issued at this time. You have the following option to remedy the situation.

1. Apply for Right-of-Way Use Permit and install a MUTCD compliant traffic control plan by 02/26/2021



If you dispute the City's assertion that the property is in violation of the above referenced sections of BMC Chapter 12.08 Use of the Right of Way, you may file an appeal with the City's Board of Public Works. Said appeal shall be filed with the Public Works Department within seven (7) days of the order, requirement, decision or determination that is being appealed.

Failure to resolve this violation may result in further enforcement action. If a fine is issued, the final fine amount shall be paid to the City of Bloomington. All fines may be contested in the Monroe County Circuit Courts.

Please contact the Engineering Department at planning@bloomington.in.gov or 812-349-3913 with any questions or concerns.

Sincerely,



Mike Stewart
Planning Technician

CC: Andrew Cibor – City Engineer



NOTICE OF VIOLATION

Date: March 1, 2021 Time: 4:00 PM Address/location: 1205 N. Madison St., Bloomington, IN 47404

X BMC 12.10.040(c). or 12.080.010 **Right of Way Closure or Excavation without a permit.** Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall take out a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff.

___ Fine Due: \$500.00 **X** Warning (No fine due at this time)

___ BMC 12.10.040(c). or 12.08.140 **Failure to repair damage to right of way following excavation.** After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer.

___ Fine Due: \$100.00 ___ Warning (No fine due at this time)

___ BMC 12.10.040(c). or 12.08.140 **Failure to comply with City standards and specifications for right of way repairs.** After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer.

___ Fine Due: \$100.00 ___ Warning (No fine due at this time)

X BMC 12.10.040(c). or 12.08.050(b)(6) **Right of way use without approved maintenance of traffic plan.** Any person desiring to close, prohibit access to, or make any opening or excavation shall file with the transportation and traffic engineer, or his or her designees, a maintenance of traffic plan that is compliant with the manual on uniform traffic control devices (MUTCD)

___ Fine Due: \$500.00 **X** Warning (No fine due at this time)

X BMC 12.10.040(c). or 12.08.100 or 12.08.110 **Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices.** Deviation from or failure to maintain approved traffic control plans including, but not limited to, maintaining compliant traffic control devices and/or pedestrian walkarounds shall be considered a violation and shall be subject to penalty

___ Fine Due: \$500.00 **X** Warning (No fine due at this time)

X BMC 12.10.040(c). or 12.08.020 **Failure to have permit on site.** The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff.

___ Fine Due: \$100.00 **X** Warning (No fine due at this time)

___ BMC 12.10.040(c). or 12.08.100 **Failure to reopen right of way per approved dates for right of way use permit.** The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff.

___ Fine Due: \$250.00 ___ Warning (No fine due at this time)

Comments: Staff observed a sidewalk excavation taking place at 1205 N Madison St on 2/26/2021 at approximately 1pm. Upon stopping on site, it was determined that the crew, contracted by Bloom Design + Build, LLC, had excavated the sidewalk to access the water lines without first obtaining a ROW Use Permit. Staff observed that no traffic control was in place and requested the crew on site to place appropriate, MUTCD-compliant "Sidewalk Closed" signs and barricades. At approximately 4pm, staff observed that the traffic control was still not in place. Staff contacted Caylan Evans (Bloom Design + Build, LLC) directly to request MUTCD compliant devices be added as soon as possible.

1. Fine must be paid within seven (7) working days 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 Engineering Department at the address shown above. Please make check/money order payable to "City of Bloomington". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. This NOV may be appealed, an administrative appeal must be filed with the Public Works Department within seven days of the order, requirement, decision, or determination that is being appealed.

Owner Name: Caylan Evans

Address: 1205 N. Madison St

City: Bloomington State: IN Zip Code: 47404

Issued by: Mike Stewart

Mail Copy to Owner: March 1, 2021

March 5, 2021

Caylan Evans
Bloom Design + Build, LLC
2017 East Viva Drive
Bloomington, IN 47401

Re: **Notice of Violation and Fines**
BMC Chapter 12.08 Use of the Right of Way: Sections 12.08.050 Permit application and site plan required, and 12.08.100 Traffic Control Devices

Dear Caylan Evans,

This letter serves as a Notice of Violation and Fines with sections 12.08.050 (Permit application and site plan required), 12.08.100 (Traffic Control Devices) of the Bloomington Municipal Code Chapter 12.08 Use of the Right of Way at 1205 North Madison Street ("*Property*") on 02/26/2021. Records show that you are the owner of this Property.

It came to the attention of the City of Bloomington Engineering Department on 02/26/2021 that a *sidewalk closure without a MUTCD compliant maintenance of traffic plan*, pursuant to BMC 12.08.100 occurred at *1205 North Madison Street*. *This is the second Notice of Violation letter sent to Caylan Evans establishing compliance deadlines. The violations remained unresolved until 3/5/2021*

As a result of this violation, pursuant to BMC Section 12.10.040 *Caylan Evans*, is hereby assessed a fine of *\$3,500 (three thousand and five hundred)*. Payment of the full amount of *\$3,500* shall be made to City of Bloomington Engineering, 401 N. Morton St., Suite 130, Bloomington, IN 47404, no later than *03/12/2021*.

Date	Fine
3/2/2020	\$500
3/3/2020	\$1,000
3/4/2020	\$2,000
Total	\$3,500

You may appeal this Notice of Violation to the City of Bloomington Board of Public Works, provided that the appeal is in writing and is filed with the Public Works Department no later than seven (7) days of the order, requirement, decision or determination that is being appealed. Fines levied for violation of this title may be contested in the Monroe County Circuit Court.

If the assessed fine is not paid by *03/12/2021*, the City of Bloomington ("City") shall have recourse to any remedy available in law or equity.

Please contact the Engineering Department at engineering@bloomington.in.gov or 812-349-3913 with any questions or concerns.

Sincerely,



Mike Stewart
Planning Technician, Engineering Department

CC: *Jacquelyn Moore* Assistant City Attorney, Andrew Cibor Director, Engineering Department



NOTICE OF VIOLATION

Date: March 5, 2021 **Time:** 4:00 PM **Address/location:** 1205 N. Madison St., Bloomington, IN 47404

BMC 12.10.040(c) or 12.080.010 Right of Way Closure or Excavation without a permit. Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall take out a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff.

Fine Due: \$500.00 Warning (No fine due at this time)

BMC 12.10.040(c) or 12.08.140 Failure to repair damage to right of way following excavation. After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer.

Fine Due: \$100.00 Warning (No fine due at this time)

BMC 12.10.040(c) or 12.08.140 Failure to comply with City standards and specifications for right of way repairs. After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer.

Fine Due: \$100.00 Warning (No fine due at this time)

BMC 12.10.040(c) or 12.08.050(b)(6) Right of way use without approved maintenance of traffic plan. Any person desiring to close, prohibit access to, or make any opening or excavation shall file with the transportation and traffic engineer, or his or her designees, a maintenance of traffic plan that is compliant with the manual on uniform traffic control devices (MUTCD)

Fine Due: \$500.00 Warning (No fine due at this time)

BMC 12.10.040(c) or 12.08.100 or 12.08.110 Failure to maintain approved maintenance of traffic plan including, but not limited to, maintaining compliant traffic control devices. Deviation from or failure to maintain approved traffic control plans including, but not limited to, maintaining compliant traffic control devices and/or pedestrian walkarounds shall be considered a violation and shall be subject to penalty

Fine Due: \$500.00 Warning (No fine due at this time)

BMC 12.10.040(c) or 12.08.020 Failure to have permit on site. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff.

Fine Due: \$100.00 Warning (No fine due at this time)

BMC 12.10.040(c) or 12.08.100 Failure to reopen right of way per approved dates for right of way use permit. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff.

Fine Due: \$250.00 Warning (No fine due at this time)

Comments: Staff observed a sidewalk excavation taking place at 1205 N Madison St on 2/26/2021 at approximately 1pm. Upon stopping on site, it was determined that the crew, contracted by Bloom Design + Build, LLC, had excavated the sidewalk to access the water lines without first obtaining a ROW Use Permit. Staff observed that no traffic control was in place and requested the crew on site to place appropriate, MUTCD-compliant "Sidewalk Closed" signs and barricades. At approximately 4pm, staff observed that the traffic control was still not in place. Staff contacted Caylan Evans (Bloom Design + Build, LLC) directly to request MUTCD compliant devices be added as soon as possible.

1. Fine must be paid within seven (7) working days 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 Engineering Department at the address shown above. Please make check/money order payable to "City of Bloomington". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. This NOV may be appealed, an administrative appeal must be filed with the Public Works Department within seven days of the order, requirement, decision, or determination that is being appealed.

Owner Name: Caylan Evans

Address: 1205 N. Madison St

City: Bloomington

State: IN

Zip Code: 47404

Issued by: Mike Stewart

Mail Copy to Owner: March 5, 2021

Appeal of Notice of Violation
Issued for Violation of Right of Way use Chapter 12.08

Please complete this form in its entirety. Use black or blue ink and print legibly. A copy of the Notice of Violation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted to the Public Works Department within seven (7) working days of the order, requirement, decision, or determination that is being appealed. You will receive notice at the address you provide below of the date your appeal will be considered by the Board of Public Works ("Board"). The Board will primarily consider the written materials submitted, including this appeal form, documents you provide, and staff recommendations. In addition, on the date given below you will have the opportunity to speak to the Board. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court within seven (7) working days from the date of the Board's decision.

Name: _____

Address: _____

Phone Number: _____

Date on Notice of Violation: _____ Today's Date: _____

Reason for Appeal: _____

(you may continue on another page if necessary)

Send notice of my appeal date to me at the following address: _____

Signature

Date

For City Use Only: Date Appeal Received: _____ By: _____ Date Appeal Forwarded to Legal Department: _____
--







Appeal of Notice of Violation
Issued for Violation of Right of Way use Chapter 12.08

Please complete this form in its entirety. Use black or blue ink and print legibly. A copy of the Notice of Violation you were issued MUST be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted to the Public Works Department within seven (7) working days of the order, requirement, decision, or determination that is being appealed. You will receive notice at the address you provide below of the date your appeal will be considered by the Board of Public Works ("Board"). The Board will primarily consider the written materials submitted, including this appeal form, documents you provide, and staff recommendations. In addition, on the date given below you will have the opportunity to speak to the Board. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court within seven (7) working days from the date of the Board's decision.

Name: CAYLAN M. EVANS / BLOOM DESIGN + BUILD, LLC

Address: 2017 E VIVA DR, BLOOMINGTON, IN 47401

Phone Number: 812-887-6959

Date on Notice of Violation: 3/5/21 Today's Date: 3/9/21

Reason for Appeal: SEE ATTACHED LETTER & ATTACHMENTS

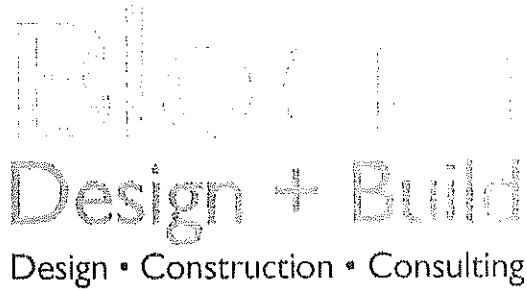
(you may continue on another page if necessary)

Send notice of my appeal date to me at the following address: CAYLAN EVANS, 2017 E VIVA DR,
BLOOMINGTON, IN 47401

C. Evans
Signature

3/9/21
Date

For City Use Only: Date Appeal Received: _____ By: _____ Date Appeal Forwarded to Legal Department: _____
--



March 9, 2021

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

RE: Appeal of Notice of Violation for 1205 N Madison St

To whom it may concern,

Please accept this letter as my formal appeal of the attached Notice of Violation for sidewalk construction work that was completed at 1205 N Madison St from February 26th through March 2nd. I have attached email correspondence with Michael Stewart at the Engineering Department as documentation of my communications with the City regarding this matter. The RoW Permit Application is also attached as well as the letter dated 10/11/2019 when the City asked that I replace the existing sidewalk.

Approximately 40 feet of sidewalk was excavated at 1205 N Madison Street on Friday, February 26th. That afternoon Mr. Stewart visited the site and informed the crew performing the work that a Right of Way permit was needed. Later that afternoon I was informed of that by the crew and immediately reached out to the Engineering Department to see what I needed to do. I was unaware that the permit was needed as I thought that only applied if I was actually working in the street. I knew the City had previously asked me to replace the sidewalks due to the condition/age of the walk. I own this property and I am currently building a new single family home at the site and acting as the general contractor. Since we already had the crew on site performing the foundation and concrete work, I wanted to go ahead and address the sidewalk.

After speaking with Mr. Stewart, I emailed him the RoW permit application later that afternoon and let him know I would have the insurance and bond info to him within a few days. My crew was planning to pour the new sidewalk on Saturday, February 27th, but unfortunately the weather delayed the

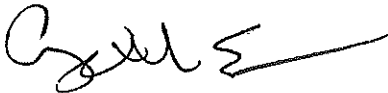
concrete work and it ultimately was not poured until Tuesday morning, March 2nd. The sidewalk was then re-opened on Wednesday, March 3rd.

I anticipated at the very least some formal warning before I received a notice of violation with a \$3,500 fine for this signage issue. I do want to note that during the entire time the sidewalk was closed, we had cones at both ends of the sidewalk and caution tape surrounding the area to keep people out of the area. This is my first experience doing sidewalk work in Bloomington, so I admit I was not aware of the necessity for the permit and the signage requirements as well as the severity of the violations.

Subsequently, Mr. Stewart has informed me the City is refunding my permit fee since they did request the sidewalks be replaced back in 2019 when the curbs were replaced in the neighborhood. While I do appreciate that, I am content paying for the permit, but I would like consideration that the \$3,500 fee be waived and a written warning be issued instead for the matter regarding signage.

Thank you for your consideration and I look forward to addressing the Board of Public Works when invited.

Kind Regards,

A handwritten signature in black ink, appearing to read 'Caylan M Evans', with a long horizontal flourish extending to the right.

Caylan M Evans

March 5, 2021

Caylan Evans
Bloom Design + Build, LLC
2017 East Viva Drive
Bloomington, IN 47401

Re: **Notice of Violation and Fines**
BMC Chapter 12.08 Use of the Right of Way: Sections 12.08.050 Permit application and site plan required, and 12.08.100 Traffic Control Devices

Dear Caylan Evans,

This letter serves as a Notice of Violation and Fines with sections 12.08.050 (Permit application and site plan required), 12.08.100 (Traffic Control Devices) of the Bloomington Municipal Code Chapter 12.08 Use of the Right of Way at 1205 North Madison Street ("*Property*") on 02/26/2021. Records show that you are the owner of this Property.

It came to the attention of the City of Bloomington Engineering Department on 02/26/2021 that a *sidewalk closure without a MUTCD compliant maintenance of traffic plan*, pursuant to BMC 12.08.100 occurred at *1205 North Madison Street*. This is the *second Notice of Violation letter sent to Caylan Evans establishing compliance deadlines*. The violations remained unresolved until 3/5/2021

As a result of this violation, pursuant to BMC Section 12.10.040 *Caylan Evans*, is hereby assessed a fine of \$3,500 (*three thousand and five hundred*). Payment of the full amount of \$3,500 shall be made to City of Bloomington Engineering, 401 N. Morton St., Suite 130, Bloomington, IN 47404, no later than 03/12/2021.

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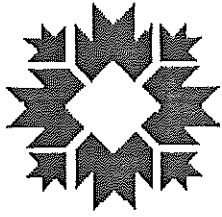
Please contact the Engineering Department at engineering@bloomington.in.gov or 812-349-3913 with any questions or concerns.

Sincerely,



Mike Stewart
Planning Technician, Engineering Department

CC: *Jacquelyn Moore* Assistant City Attorney, Andrew Cihor Director, Engineering Department



CITY OF BLOOMINGTON
 ENGINEERING DEPARTMENT
 P.O. BOX 100
 401 N. MORTON STREET
 BLOOMINGTON, IN 47404
www.bloomington.in.gov/engineering

NOTICE OF VIOLATION

Date: March 5, 2021 Time: 4:00 PM Address/location: 1205 N. Madison St., Bloomington, IN 47404

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Owner Name: Caylan Evans

Address: 1205 N. Madison St

City: Bloomington State: IN Zip Code: 47404

Issued by: Mike Stewart

Mail Copy to Owner: March 5, 2021



Caylan Marshall Evans <caylan.m.evans@gmail.com>

Bloom Design + Build ROW Permit 1205 N Madison Street

17 messages

Caylan Marshall Evans <caylan.m.evans@gmail.com>

Fri, Feb 26, 2021 at 3:58 PM

To: michael.stewart@bloomington.in.gov

Hi Michael,


I have attached the ROW permit application. I will forward insurance and bond information separately when I have the bond for you. Can you confirm the bond amount and obligee? Is it \$5,000 and City of Bloomington Planning & Transportation?

If there are any questions, please let me know. I did confirm with Kenny that we will pour the new sidewalk tomorrow and have the sidewalk re-opened.

Thanks!

Caylan

Caylan Marshall Evans, M.Arch, Assoc. AIA
Bloom Design + Build, LLC
Design Construction Consulting
(812) 887-6959
caylan.m.evans@gmail.com

 **2738_210226164901_001.pdf**
1915K

Michael Stewart <michael.stewart@bloomington.in.gov>

Fri, Feb 26, 2021 at 4:07 PM

To: Caylan Marshall Evans <caylan.m.evans@gmail.com>

Caylan,

Thank you! You hit me right at the end of the day, so I will review this in more detail on Monday. As I mentioned, the updated code is currently housed here:

<https://bloomington.in.gov/council/legislation/Ordinance/2020/20-21>

As this is not a street cut, you are correct, a \$5k bond with the City of Bloomington will cover it (does not have to be to Engineering)

Thank you much and have a good weekend!

-Mike

[Quoted text hidden]

--

Mike Stewart
Planning Technician
City of Bloomington Engineering Department
Showers Center City Hall 401 N. Morton St. Suite 130
Bloomington, IN 47404
Office: (812) 349-3573
Cell: (812) 327-3035

Michael Stewart <michael.stewart@bloomington.in.gov>

Mon, Mar 1, 2021 at 4:32 PM

To: Caylan Marshall Evans <caylan.m.evans@gmail.com>

Good afternoon Caylan,

As we discussed on Friday, the City of Bloomington is issuing a Notice of Violation warning for the right of way work at 1205 N. Madison. Attached is a copy of the warning letter. I'll be mailing a paper copy to the address listed in the permit

application as well.

One thing I wanted to bring to your attention is that the sidewalk site still does not have compliant pedestrian traffic control as I had discussed with both the crew on site and with you on the phone on Friday afternoon. We will require both barricades at the excavation and "Sidewalk Closed" signs. I have attached the MUTCD guideline which you should be following. If the site is not brought into compliance by tomorrow morning, it may result in us issuing fines.

And lastly, we will be able to issue the permit once we have the bond and insurance on file. I understand it can take a few days for the bank to issue one, but please pass it along (a digital copy will be enough to start issuing but will require a hardcopy of the bond and insurance policy).


Thank you,
-Mike

On Fri, Feb 26, 2021 at 3:59 PM Caylan Marshall Evans <caylan.m.evans@gmail.com> wrote:

[Quoted text hidden]

[Quoted text hidden]

2 attachments

 **Figure 6H-28 (sidewalk) Long Description - MUTCD 2009 Edition - FHWA.pdf**
83K

 **C21-ROW_1205 N Madison St_Bloom Design and Builds_NOV_Warning.pdf**
935K

Caylan Marshall Evans <caylan.m.evans@gmail.com>
To: Michael Stewart <michael.stewart@bloomington.in.gov>

Mon, Mar 1, 2021 at 4:46 PM

Thanks Michael. I have not been by the site yet, but anticipate they poured the sidewalk today and will have reopened tomorrow. Saturday was the plan, but the rain forecast got in the way.

I should have the bond for you tomorrow.

Thanks!

Caylan

Caylan Marshall Evans, M.Arch, Assoc. AIA
Bloom Design + Build, LLC
Design Construction Consulting
(812) 887-6959
caylan.m.evans@gmail.com

[Quoted text hidden]

Michael Stewart <michael.stewart@bloomington.in.gov>
To: Caylan Marshall Evans <caylan.m.evans@gmail.com>

Mon, Mar 1, 2021 at 5:14 PM

Thank you! When I went by this afternoon it still hadn't been poured. I only drove by so I couldn't tell for sure, but it didn't look like the forms were complete either- I could be wrong there, though. I'll also point out that even while pouring, we'll still need that signage up there until the sidewalk is completely opened back up.

Thank you again,
-Mike

[Quoted text hidden]

Michael Stewart <michael.stewart@bloomington.in.gov>
To: Caylan Marshall Evans <caylan.m.evans@gmail.com>

Tue, Mar 2, 2021 at 4:55 PM

Good afternoon Caylan,

I just wanted to touch base on the maintenance of traffic and signs for this sidewalk. I noted that neither signs or barricades were present at the sidewalk today- as I had noted previously on 2/26 and 3/1, you are in violation of Bloomington Municipal Code 12.08.

I noticed that the concrete was poured today- when will the sidewalk be opened back up?

I also want to remind you that the length of time of the closure does not negate the necessity of signs- Even if the sidewalks will be opened shortly, signs and barricades are still required.

Lastly, we are still awaiting your bond and insurance information so we can issue the permit for the excavation that took place.

Thank you,

-Mike

[Quoted text hidden]

Caylan Marshall Evans <caylan.m.evans@gmail.com>
To: Michael Stewart <michael.stewart@bloomington.in.gov>

Wed, Mar 3, 2021 at 9:47 AM

Hi Michael,

Yes, they got the walk poured yesterday and will be reopened today if they have not already taken down the caution tape.

I'll send over the bond and insurance info shortly.

Thanks!

Caylan

Caylan Marshall Evans, M.Arch, Assoc. AIA
Bloom Design + Build, LLC
Design Construction Consulting
(812) 887-6959
caylan.m.evans@gmail.com

[Quoted text hidden]

Michael Stewart <michael.stewart@bloomington.in.gov>
To: Caylan Marshall Evans <caylan.m.evans@gmail.com>

Wed, Mar 3, 2021 at 10:47 AM

Good morning Caylan,

Can you clarify on the status of the concrete? Per INDOT spec, which the City follows, concrete must be protected from freezing temperatures until it has reached a capacity of 80% and our nights still are reaching dipping into the mid-20s.

This protection is typically handled by concrete blankets. Even if the temperatures were warmer, I would still be concerned that opening them up this soon may not give it enough time to cure properly. I don't want for the sidewalk to be opened prematurely if it cannot be done while following the specifications that help maintain its integrity - so please advise what measures have been taken.


<https://www.in.gov/dot/div/contracts/standards/book/sep19/500-2020.pdf>

As I have discussed with the crew on-site on Friday, on the phone with you, and via email, the traffic control must be brought up to MUTCD standards. Please understand that even if the sidewalk is able to be opened within the day, w/o causing permanent damage to the sidewalk, we would still require compliant traffic control until that point. The tape and cones are not compliant and your work site is still in violation of city code.

Thank you,

-Mike

[Quoted text hidden]

 **Figure 6H-28 (sidewalk) Long Description - MUTCD 2009 Edition - FHWA.pdf**
83K

Caylan Marshall Evans <caylan.m.evans@gmail.com>
To: Michael Stewart <michael.stewart@bloomington.in.gov>

Wed, Mar 3, 2021 at 10:52 AM

Hi Michael,
Certificate of insurance and permit bond is attached.

Let me know if you need anything else.

Thanks!


Caylan

Caylan Marshall Evans, M.Arch, Assoc. AIA
Bloom Design + Build, LLC
Design Construction Consulting
(812) 887-6959
caylan.m.evans@gmail.com

[Quoted text hidden]

2 attachments

 **Bloom Design Certificate of Insurance.pdf**
63K

 **2763_210303113025_001.pdf**
985K

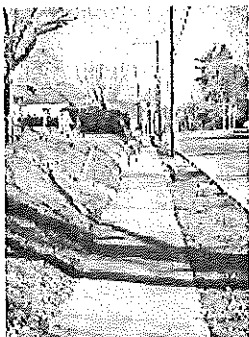
Michael Stewart <michael.stewart@bloomington.in.gov>
To: Caylan Marshall Evans <caylan.m.evans@gmail.com>

Thu, Mar 4, 2021 at 11:27 AM

Good morning Caylan,
It appears that the sidewalk is still being blocked by a pile of gravel and there is construction debris on the sidewalk.
Section 12.08.130 *Excavation materials and backfill* of the BMC states
Any responsible party receiving a permit under the provisions of this chapter shall pile any excavation material in a neat pile within the approved right of way use construction area in such a manner as does not present safety or erosion control hazards All unused backfill shall be hauled away the same day unless approved by the transportation and traffic engineer or their designee for later removal.

The city still considers this sidewalk impassable due to the gravel that is blocking the sidewalk and note that there is still a lack of MUTCD compliant maintenance of traffic.
Please let me know when you anticipate this debris to be removed and the site cleaned up.
Thank you,
-Mike

[Quoted text hidden]



20210304_095310.jpg
4106K

3/9/2021

Gmail - Bloom Design + Build ROW Permit 1205 N Madison Street

Caylan Marshall Evans <caylan.m.evans@gmail.com>
To: Michael Stewart <michael.stewart@bloomington.in.gov>

Thu, Mar 4, 2021 at 11:34 AM

I'll have them clean up the gravel today.

Thanks

Caylan

Sent from my iPhone

On Mar 4, 2021, at 11:27 AM, Michael Stewart <michael.stewart@bloomington.in.gov> wrote:

[Quoted text hidden]
<20210304_095310.jpg>

Michael Stewart <michael.stewart@bloomington.in.gov>
To: Caylan Marshall Evans <caylan.m.evans@gmail.com>

Fri, Mar 5, 2021 at 7:53 AM

Good morning Caylan,
I will be able to process the payment that will allow me to issue the permit for this excavation today.
The total fee for the permit will be \$100 application fee + \$100 sidewalk use fee + \$12 (120sqft sidewalk repair x \$0.10sqft) sidewalk repair fee = \$212.00.

If you would like to pay via credit card, will I be able to reach you around 1pm today? If so, what would an ideal number to reach you be?

Thank you,
-Mike

[Quoted text hidden]

Caylan Marshall Evans <caylan.m.evans@gmail.com>
To: Michael Stewart <michael.stewart@bloomington.in.gov>

Fri, Mar 5, 2021 at 9:47 AM

Yes, that will be fine. You can call my cell at 812-887-6959.

Thanks

Caylan Marshall Evans, M.Arch, Assoc. AIA
Bloom Design + Build, LLC
Design Construction Consulting
(812) 887-6959
caylan.m.evans@gmail.com

[Quoted text hidden]


Michael Stewart <michael.stewart@bloomington.in.gov>
To: Caylan Marshall Evans <caylan.m.evans@gmail.com>

Fri, Mar 5, 2021 at 3:09 PM

Caylan,
Attached is your retroactive ROW permit for the sidewalk excavation at 1205 N Madison. We will email the receipt for the \$212.00 once it has been run through our financial system

Thank you,
-Mike

[Quoted text hidden]

 **C21-ROW-050_1205 N Madison_Bloom Design and Build.pdf**

2132K

Michael Stewart <michael.stewart@bloomington.in.gov>

Fri, Mar 5, 2021 at 4:02 PM

To: Caylan Marshall Evans <caylan.m.evans@gmail.com>

Cc: Andrew Cibor <andrew.cibor@bloomington.in.gov>, Jacquelyn Moore <mooreja@bloomington.in.gov>


Caylan,

As noted in our previous communications, the sidewalk excavation at 1205 N Madison remained non-compliant through 3/4/2021. Please find the attached Fine letter. A physical copy will be mailed to the address you have indicated on your permit application.

Please let me know if you have any questions,

-Mike

[Quoted text hidden]

 **ROW Use NOV Fines-C21-ROW-050_1205 N Madison St_Bloom Design and Bullds.pdf**
562K

Caylan Marshall Evans <caylan.m.evans@gmail.com>

Fri, Mar 5, 2021 at 5:19 PM

To: Michael Stewart <michael.stewart@bloomington.in.gov>

Cc: Andrew Cibor <andrew.cibor@bloomington.in.gov>, Jacquelyn Moore <mooreja@bloomington.in.gov>

Michael,

Were you able to find record of the City of Bloomington's previous request that the sidewalks at 1205 N Madison be replaced with new sidewalk construction? In our phone call on Friday afternoon, February 26th, I mentioned that was the reason for our excavation of the existing sidewalk. Since we were already doing concrete work at the site, I directed my subcontractor to go ahead and replace the entirety of the sidewalk because of the condition of the existing sidewalk. I was unaware that a Right of Way permit was necessary in addition to the building permit since I was not working in the street. I explained that in our phone call and sent you the permit application within a few hours of our phone conversation. The Fine Letter states the excavation was due to work on the water utility line, but that is not the case. We tore out the sidewalk to replace 40' of sidewalk which the City had previously requested. If you could please provide me with that request from the City or direct me to who I need to reach to find the record of that request.

I am the property owner also acting as the general contractor for the construction of a new single family home at this building site. The engineering department did not reach out to me about the right of way permit. Instead, when my sub mentioned the city had "been by earlier and said you needed a permit" I called the engineering department to get the matter corrected immediately, at which point I was directed to you. I had the permit application emailed to you before the end of the day.

I had expected the sidewalk to be poured Saturday afternoon and re-opened Monday morning, as I mentioned Friday afternoon. Unfortunately the rain Saturday evening/Sunday morning prevented my crew from getting the walk poured. They had it poured Tuesday morning, and we re-opened the sidewalk Wednesday morning 3/3. You then noted that a pile of gravel was still situated in part of the sidewalk which needed to be cleared for the sidewalk to be fully re-opened, which I said I would get addressed.

The \$3,500 fine is a result of a lack of sidewalk closed signs at each end of the sidewalk and construction barricades from my understanding. This seems extraordinarily excessive given the circumstances here. I noted Friday in I believe our second phone call that I would make sure the area around the sidewalk was marked off and caution tape around the entire area. The perimeter of the excavated sidewalk had caution tape all the way around it from Friday afternoon until it was opened on Wednesday as well as a cone at each end. I do not own any construction barricades or barrels. I do not own any sidewalk closed signs either. You did mention that the lack of signage may result in the issuance fines, but the fine structure was never mentioned and I would have never fathomed several thousands of dollars in fines over such a matter. My ultimate intentions here were to replace 40' of sidewalk in front of my property unaware that I needed a permit, and we attempted to do the work as quickly as possible, but the weather did delay the work.

Please advise on the City's request for the sidewalk replacement so I can note that information in my formal, written appeal of these fines.

Thanks

Caylan

3/9/2021

Gmail - Bloom Design + Build ROW Permit 1205 N Madison Street

Caylan Marshall Evans, M.Arch, Assoc. AIA
Bloom Design + Build, LLC
Design Construction Consulting
(812) 887-6959
caylan.m.evans@gmail.com

[Quoted text hidden]

Michael Stewart <michael.stewart@bloomington.in.gov>

Tue, Mar 9, 2021 at 10:21 AM

To: Caylan Marshall Evans <caylan.m.evans@gmail.com>

Cc: Andrew Cibor <andrew.cibor@bloomington.in.gov>, Jacquelyn Moore <mooreja@bloomington.in.gov>

Good morning Caylan,

We were able to find the letter dated 10/11/2019 from Public Works. It is attached. We noted that the letter states that permit fees would be waived. As such, we will be initiating a refund claim for the permit fees totalling \$212. I believe the next cycle will allow for a refund on 4/1/2021

Thank you,

-Mike

[Quoted text hidden]



1205 N Madison Street - Sidewalk.pdf

1586K



**City of Bloomington
Public Works Department**

October 11, 2019

Caylan Marshall Evans
PO Box 67
Bloomington, IN 47402

Re: Request for Required Sidewalk Repairs

To Whom It May Concern:

City streets and sidewalks provide a vital service of mobility to residents. The sidewalks receive a great deal of use that, when coupled with time and weather, can lead to damage. While the City of Bloomington oversees road maintenance, residents are tasked by City Code with the responsibility of repairing sidewalks that are located on their property. Sidewalks that are damaged or in disrepair can lead to injury, detract from the value of properties and impede mobility.

A recent inspection indicated that the sidewalk located adjacent to your property at 1205 N Madison Street is in need of repair. In accordance with the Bloomington Municipal Code § 12.04.010, you as the owner of the property are responsible for the maintenance of all adjacent sidewalks.

Enclosed with this letter are photograph(s) that show the specific portion(s) of your sidewalk that will need to be repaired. In addition, enclosed is a list of City approved and bonded concrete contractors that can assist you with these sidewalk repairs.

In an effort to improve the condition of sidewalks in the community, the City of Bloomington excavation permit fee that is normally required for these projects will be waived. You are respectfully expected to complete these sidewalk repairs within ninety (90) days from the date this letter was postmarked.

The City of Bloomington has recently launched the Sidewalk Repair Assistance Program for residents that live in owner-occupied residential properties (it is not available for rental or commercial properties) within a federally designated Community Development Block Grant boundary area of the city. The purpose of this program is to make funds available for homeowners to complete the repair of their adjacent sidewalk. To access more details on the Sidewalk Repair Assistance Program, please visit <https://bloomington.in.gov/transportation/sidewalks/repair-assistance/>. If you need assistance, or would like additional information, please feel free to contact the Street Division at (812) 349-3448 or public.works@bloomington.in.gov.

Thank you for helping to improve the community's sidewalk network.

cc: Public Works Department



<u>Contractor</u>	<u>Address Line</u>	<u>City, State & ZIP</u>	<u>Phone</u>
Brad Gilliland Excavation	2825 E Mel Currie Rd.	Bloomington, IN 47408	812-335-9544
Brewer's Concrete	1077 Forest View Drive South	Ellettsville, IN 474296	812-345-4852
Clarks Concrete	3501 W Fairington Dr.	Bloomington, IN 47403	812-345-2070
MJS Enterprises, LLC	3210 Bradshire Ct.	Bloomington, IN 47401	812-320-0392
Walnut Builders, LLC	1111 N Walnut St.	Bloomington, IN 47404	812-964-9074
West Concrete	1264 W Countryside Dr.	Bloomington, IN 47404	812-327-7941



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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 1205 N. MADISON ST

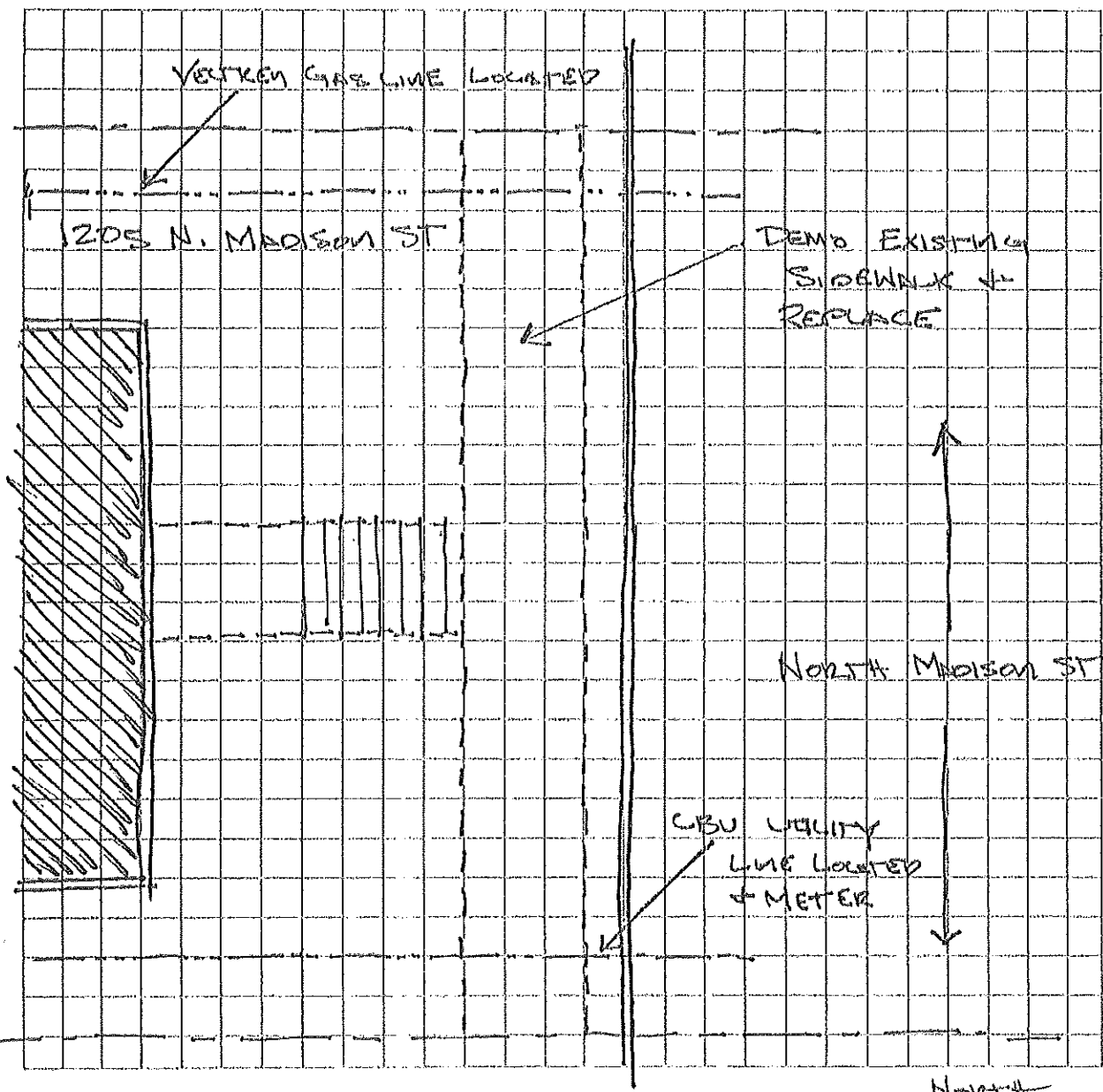
Form with sections A through H. Section A: Applicant/Agent Information (Bloom Design + Build, LLC). Section B: Work Description (Sidewalk Demo/Reconstruction). Section C: Right of Way to be Used/Closed (N. Madison St, 17th St, 16th St). Section D: Traffic Control Devices (Cones). Section E: Metered Parking Spaces Needed (N). Section F: Project Information (Blackwell Contractors, Inc.). Section G: Excavations (120 sq ft sidewalk reconstruction). Section H: Indemnification Agreement.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: [Signature] BPW City Engineer Director Date: [Date]

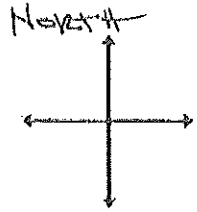
Staff Representative: [Signature] Phone#: [Phone] Date: [Date]

- 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) 349-3423.
- 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>



NOTES/ADDITIONAL INFORMATION/LEGEND:

40' LINEAL FEET SIDEWALK DEMOLITION + RECONSTRUCTION.



Additional Temporary Traffic Control Resource(s):
 MUTCD https://mutcd.fhwa.dot.gov/htm/2009/part6/part6_toc.htm

City of Bloomington's Board of Public Works
Order on Appeal of Notice of Violation
at 1205 N. Madison Street

This matter is before the Board of Public Works for Appeal of a Notice of Violation (NOV) at 1205 N. Madison Street, Bloomington, IN (the "Property"). The Board of Public Works received information regarding the NOV for its regular meeting on Tuesday, March 30, 2021.

The Board of Public Works now finds as follows:

1. Mr. Caylan Marshall Evans ("Appellant") did timely appeal the NOV.
2. With regard to this NOV, Appellant admits that he owns the Property at 1205 N. Madison Street. Appellant is therefore a "responsible party" pursuant to BMC § 12.10.050(a)(1), which provides: "the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: (1) The property owner; (2) Persons with any possessory interest in the property; and (3) Any person who, whether as property manager, principal agent, owner, lessee, tenant, contractor, builder, architect, engineer or otherwise who, either individually or in concert with another, causes, maintains suffers or permits the violation to occur and/or to continue."
3. On Friday, February 26, Mike Stewart observed that the sidewalk in front of the Property had been excavated without a permit or proper maintenance of traffic (MOT) in place.
4. Appellant applied for a permit that afternoon.
5. On Monday, March 1, a proper MOT was not yet in place at the Property, and Appellant was issued a Notice of Violation (Warning).
6. Appellant was informed that fines would be assessed if a proper MOT was not installed by Tuesday, March 2.
7. Appellant communicated daily with Engineering staff who continued to request that Appellant put a proper MOT in to place.
8. The sidewalk remained blocked without a proper MOT until Friday, March 5, on which date an NOV with fines assessed for failure to maintain approved maintenance of traffic plan and failure to have a permit on site March 2 through March 4, 2021.
9. This violation carries a \$500 fine that doubles each subsequent day a violation continues.

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

1. Upholds the NOV and assessed fines regarding violation of BMC Chapter 12.08 (Use of the Right of Way).
2. Upholds the NOV regarding violation and assesses fines of _____ regarding violation of BMC Chapter 12.08 (Use of the Right of Way).

3. Voids the NOV and assessed fines regarding violation of BMC Chapter 12.08 (Uses of the Right of Way).

So Ordered this 30th day of March, 2021.

Dana Palazzo, President
Board of Public Works
City of Bloomington

The Board of Public Works meeting was held on Tuesday, March 16, 2021, at 5:30 pm virtually through Zoom. Dana Palazzo presiding.

**REGULAR MEETING OF
THE BOARD OF PUBLIC
WORKS**

Present: Dana Palazzo
Beth H. Hollingsworth
Kyla Cox Deckard

ROLL CALL

City Staff: Michael Large – Public Works
April Rosenberger – Public Works
Matt Smethurst – Engineering
Russell White – Engineering
Roy Aten - Engineering
Patrick Dierkes – Engineering

Beth H. Hollingsworth thanked Michael Large and Russell White and everyone else on the crews for the Downtown Alleys Project and to suggest to everyone to go Downtown to see the clean and well-lit alleys,

**MESSAGES FROM
BOARD MEMBERS**

**PETITIONS AND
REMONSTRANCES**

1. **Approval of Minutes – March 02, 2021**
2. **Approve Resolution 2021-03: Declaration of ITS Surplus**
3. **Approve Resolution 2021-04: Declaration of Sanitation Surplus**
4. **Approve 2021 Blanket Noise Permit for Parks and Recreation Community Events**
5. **Approve Noise Permit for 40 Days for Life Rally**
6. **Approve Resolution 2021-05: Approve New Mobile Vendor in Public Right-of-Way (Cup of Joy, LLC)**
7. **Approve Title VI Abatement Contract**
8. **Approve Walnut Street Garage Emergency Work on Elevator Door by Otis Elevator**
9. **Approve Renewal #2 of the Sidewalk Repair Assistance Program with Brad Gilliland Excavating, Inc.**

CONSENT AGENDA

- 10. Approve Supplemental Agreement for Lucity Asset Management Software for Fleet Maintenance**
- 11. Approval of Payroll**

Board Comments: Hollingsworth questioned whether Palazzo stated the Title VI Contract. Palazzo confirmed.

Cox Deckard made a motion to approve the consent agenda. Hollingsworth seconded. Motion is passed.

Matt Smethurst, Engineering, presented Approve Change Order #4 for the Winslow-Henderson Path and Intersection Improvements Project. See meeting packet for details.

Board Comments: None

Cox Deckard made a motion to Approve Change Order #4 for the Winslow-Henderson Path and Intersection Improvements Project. Hollingsworth seconded. Motion is passed.

Russel White, Engineering, presented Approve Change Order #2 for the Downtown Alley Project. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to Approve Change Order #2 for the Downtown Alley Project. Cox Deckard seconded. Motion is passed.

Matt Smethurst, Engineering, presented Approve Award Construction Contract with E&B Paving, LLC for the 17th & Dunn Intersection Improvements Project. See packet for details.

Board Comments: Cox Deckard wanted clarification that cost was in line with what was anticipated. Smethurst confirmed.

NEW BUSINESS
Approve Change Order #4 for the Winslow-Henderson Path and Intersection Improvements Project

Approve Change Order #2 for the Downtown Alley Project

Approve Award Construction Contract with E&B Paving, LLC for the 17th & Dunn Intersection Improvements Project

Hollingsworth made a motion to Award Construction Contract with E&B Paving, LLC for the 17th & Dunn Intersection Improvements Project. Cox Deckard seconded. Motion is passed.

Roy Aten, Engineering, presented Approve Award Construction Contract with Crider & Crider, Inc. for the East Discovery Parkway Roadway Resurface and Path Project. See meeting packet for details.

**Approve Award
Construction Contract with
Crider & Crider, Inc. for
the East Discovery Parkway
Roadway Resurface and
Path Project**

Board Comments: Hollingsworth asked about the road closures and how they would be handled. Aten said the project is a Public Works project so, with approval of the contract, the closure will also be approved. Cox Deckard asked about the detour, asking would this be a flagging situation or a one lane closure. Aten explained that they would have to close an entire lane in order to complete the work. Palazzo asked about the duration of the project. Aten answered that the project has 75 days to be completed.

Cox Deckard made a motion to Award Construction Contract with Crider & Crider, Inc. for the East Discovery Parkway Roadway Resurface and Path Project. Hollingsworth seconded. Motion is passed.

Roy Aten, Engineering, presented Approve Tree Removal Agreement with Monroe, LLC for the Jackson Creek Trail Tree Removal Project. See meeting packet for details.

**Approve Tree Removal
Agreement with Monroe,
LLC for the Jackson Creek
Trail Tree Removal Project**

Board Comments: Hollingsworth asked how many trees would be removed. Aten estimated around 40 trees. Palazzo asked when bid are received, that don't meet requirements, if the company is contacted. Aten confirmed and said that he had been in contact with both of the bidders.

Hollingsworth made a motion to Approve Tree Removal Agreement with Monroe, LLC for the Jackson Creek Trail Tree Removal Project. Cox Deckard seconded. Motion is passed.

Patrick Dierkes, Engineering, presented Approve Construction Inspection Contract with Shrewsberry & Associates, LLC for the Discovery Parkway Project. See meeting packet for details.

Approve Construction Inspection Contract with Shrewsberry & Associates, LLC for the Discovery Parkway Project

Board Comments: None

Cox Deckard made a motion to Approve Construction Inspection Contract with Shrewsberry & Associates, LLC for the Discovery Parkway Project. Hollingsworth seconded. Motion is passed.

Patrick Dierkes, Engineering, presented Approve Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for the Downtown Curb Ramps Project, Phase III. See meeting packet for details.

Approve Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for the Downtown Curb Ramps Project, Phase III

Board Comments: Hollingsworth asked when the start date is of the improvement. Dierkes answered that this is just the design for the project so construction date has not been determined.

Hollingsworth made a motion to Approve Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for the Downtown Curb Ramps Project, Phase III. Cox Deckard. Motion is passed.

Michael Large, Public Works, presented Approve Extension of Resolution 2020-28: Kirkwood Seating Encroachments. See meeting packet for details.

Approve Extension of Resolution 2020-28: Kirkwood Seating Encroachments

Board Comments: Cox Deckard questioned the relationship between the governor's order and our ability to restrict the public right-of-way for this usage or if it was because of the duration of time that the right-of-way is restricted. Large explained it is primarily the structures that have been placed in the right-of-way.

Cox Deckard made a motion to Approve Extension of Resolution 2020-28: Kirkwood Seating Encroachments. Hollingsworth seconded. Motion is passed.

Michael Large, Public Works, reported that construction season has begun. He asked the general public to be patient during the construction as we continue to make improvements of the infrastructure of the City.

**STAFF REPORTS AND
OTHER BUSINESS**

Hollingsworth questioned the parking meter fund that was included in the claims. Cox Deckard responded that it isn't a parking meter fund but bank charges and that is why it isn't on every claims cycle.

APPROVAL OF CLAIMS

Cox Deckard made a motion to approve claims in the amount of \$1,873,760.40. Hollingsworth seconded. Motion is passed.

Palazzo called for adjournment at 6:03 p.m.

ADJOURNMENT

Accepted By:

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Quarter 4 2020 and Quarter 1 2021
Report of Staff-Level Encroachment
Approvals

Staff Representative: Emily Herr

Date: March 30, 2021

Report: Pursuant to *Amended Resolution 2016-02: Staff Level Approval of Standard Development Encroachment Requirements*, staff must report, on a quarterly basis, any encroachments which were approved on a staff-level. During the 4th Quarter of 2020, there were no such encroachments. During the 1st Quarter of 2021, there were two (2) such encroachments. The encroachments which staff approved were as follows:

- Q4 2020: No encroachments
- Q1 2021: Two (2) Encroachments
 - (1) Fire Department Connection (FDC) located at 614 E. 2nd St.
Owner: High & Fine, LLC
 - (1) Fire Department Connection (FDC), (1) Post-Indicator Valve (PIV), (4) Bike Racks, (1) Street Light Pole, and (2) tree grates at 201 S. College Ave.
Owner: Tariq Khan



Board of Public Works Staff Report

Project/Event: Approve License Agreement for Traffic Signal Equipment at 710, 720, 730 N Walnut Street

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 3/30/2021

Report: A City project to install a traffic signal at the intersection of 11th and Walnut requires installation of traffic signal equipment on the east side of the street. There is not room within the existing limited right of way to install this equipment. The property owner has agreed to allow placement of a standard traffic signal pole and a smaller traffic signal pedestal on their property. This license agreement allows for the placement and continued maintenance of this equipment. No funding is impacted with approval of this license agreement. Project construction is anticipated in Fall 2021.

AGREEMENT

For RIGHT OF ENTRY

The City of Bloomington, Indiana, needs to perform the following work:

The City of Bloomington or its contractors will be installing new signal equipment along the east side of North Walnut Street beginning at the southeast corner of the intersection of North Walnut Street and West 11th Street for approximately seventy feet to the north. This work will include the installation of a standard traffic signal pole in the southeast corner and a smaller traffic signal pedestal in the northeast corner. This work will also include installing conduit, replacing landscaping, replacing concrete sidewalk and installing crosswalk and stop bar markings and grading at any associated curbs and any other grading that is needed.

This work will require a grant of Right of Entry upon and across certain land owned by the undersigned:

**HIGH POINT BLOOMINGTON APARTMENTS, LLC,
dba City Flats on Walnut**

in Monroe County, Indiana, described as: **Parcel #: 013-23170-00
710, 720, 730 N. Walnut Street
Bloomington, IN 47404**

WHEREAS, the City of Bloomington ("City") intends to perform the work described above upon and across Owner(s)' land as described and depicted in Exhibits A and B (the "Property"), which are attached hereto and incorporated herein;

NOW, THEREFORE, it is agreed by and between the undersigned and the City, in consideration of the agreements contained herein, that the undersigned hereby grant(s) a Right of Entry upon and across the land affected by the work, as described above; furthermore:

1. This Right of Entry hereby grants to the City, its employees, agents, and contractors the right to enter upon the undersigned's property to perform the work only in the area described above.
2. This right of entry shall expire upon the completion of the work described above. The work is expected to begin on or around May 1st, 2021 and to end on or around November 1st, 2021.
3. The violation of the terms contained herein may result in Owner's revocation of this Right of Entry.

4. The City agrees to repair or cause to be repaired any and all damage incurred by the undersigned's land, fences, sidewalks, etc., as a result of the work performed and to restore such property to as good a condition as it was prior to the execution of this Right of Entry and prior to the commencement of the work described above. The undersigned waives no right to make claims for any damages incurred by the work described above and performed by the City, its employees, agents and contractors.
5. The undersigned person executing this Right of Entry on behalf of Owner represents and certifies that he has been fully empowered to execute and deliver this Right of Entry and that all necessary action has been taken and done.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 23rd day of March, 2021.

HIGH POINT BLOOMINGTON APARTMENTS, LLC

**High Point Bloomington
Apartments, LLC**

dba City Flats on Walnut

By: _____
John C. Hart, Jr.,
President *of manager*

STATE OF INDIANA)
 Hamilton) SS:
COUNTY OF ~~MONROE~~)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared John C. Hart, Jr., who executed the above and foregoing instrument as his voluntary act and deed for the purposes herein stated.

Witness my hand and notarial seal this 23rd day of March, 2021.

My Commission Expires: 6/22/2024
My Commission #: 586059
Residing in Marion County

Notary Public Signature
Jane E. Gosling

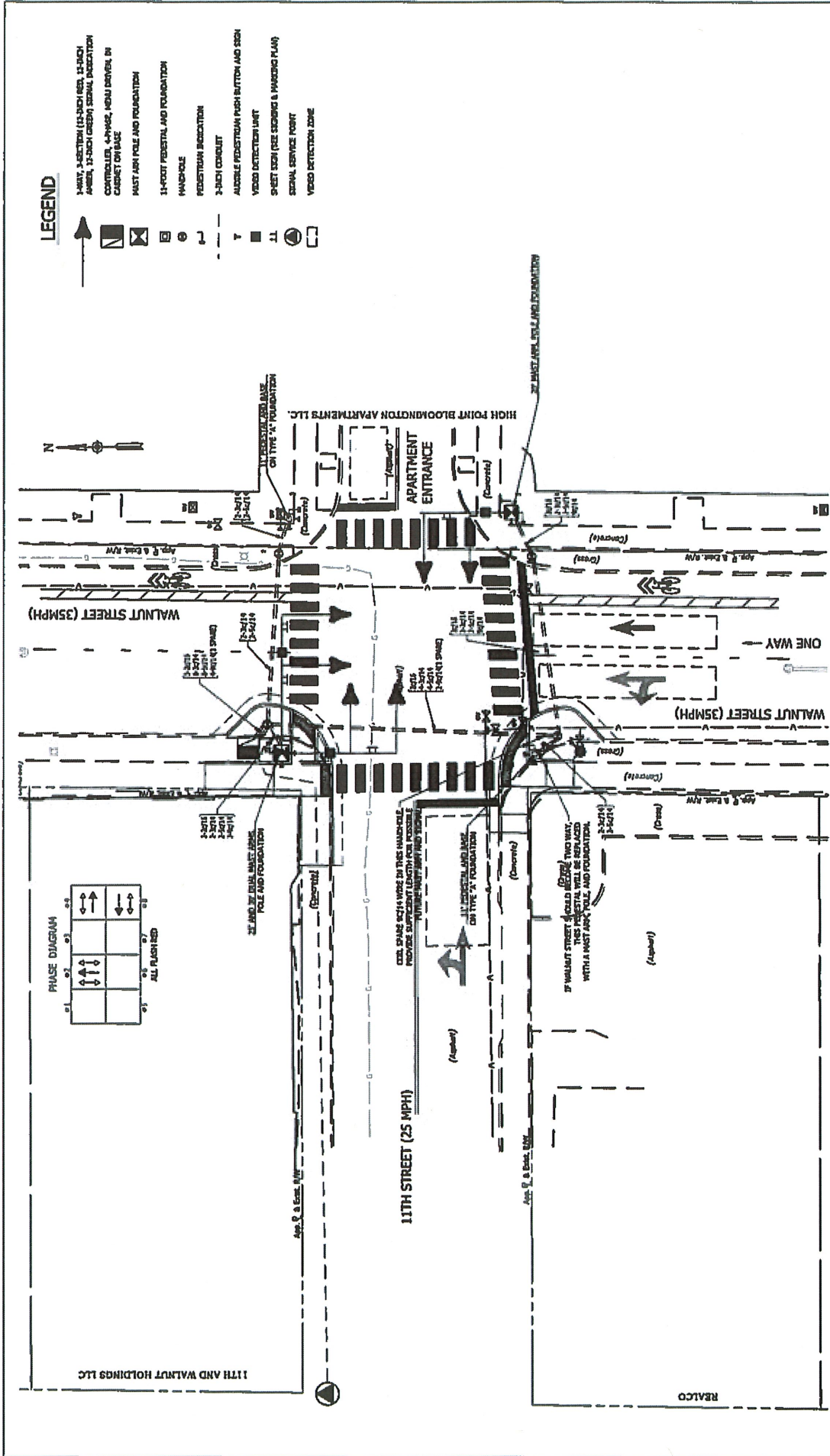
Notary Public Printed



Exhibit A

Legal Description:

013-23170-00 LADES LOTS 2,20 & 21 &; PT NW 33-9-1W



LEGEND

- 16-INCH CABINET (16 INCH HIGH, 15 INCH WIDE, 12 INCH DEEP) SIGNAL INDICATION CONTROLLER, 4-PHASE, HEAD DRIVEN IN CABINET ON BASE
- MUST JUMP POLE AND FOUNDATION
- 11-FOOT PEDIESTAL AND FOUNDATION
- WALKPOLE
- PEDIESTRAL SIGNIFICATION
- 2-INCH CONDUIT
- AUDIOBLE PEDIESTRAL PUSH BUTTON AND SIGN
- VIDEO DETECTION UNIT
- SHEET SIGN (SEE SIGNING & MARKING PLAN)
- SIGNAL SERVICE POINT
- VIDEO DETECTION ZONE

CITY OF BLOOMINGTON	
RECOMMENDED FOR APPROVAL: _____ DESIGN ENGINEER: _____ DATE: _____ REVISIONS: SEE REVISION SHEET 1-2-20	WALNUT ST. & 11TH ST. SIGNAL LAYOUT
DRAWING NO: _____ SHEETS: 7 OF 8 PROJECT NO: 19-0319	CHECKED BY: _____ DATE: _____

LICENSE AGREEMENT

This License Agreement is hereby made and entered into this 23rd day of March, 2021, by and between HIGH POINT BLOOMINGTON APARTMENTS, LLC, dba City Flats on Walnut, (hereinafter "Licensor") and the City of Bloomington, Indiana (hereinafter "Licensee").

WHEREAS

1. Licensor is the fee simple owner of certain real property located at 710, 720, 730 N. Walnut Street, Bloomington, Indiana 47404; and
2. Licensee desires to use a portion of Licensor's property at this location, which portion is described in Exhibit A and depicted on Exhibit B, for the placement and maintenance of a traffic signal pole in the southeast corner and a traffic signal pedestal in the northeast corner and any appurtenant equipment to the poles; owned by Licensee and located on Licensor's property; and
3. Exhibit A and Exhibit B are attached hereto and incorporated herein.
4. Licensor has agreed to grant license to Licensee to occupy and use said property on the following terms and conditions agreed to between the parties hereto.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:


1. Licensor hereby grants license to the Licensee for the occupancy of a portion of the property located at 710, 720, 730 N. Walnut Street (hereinafter "License Area") by Licensee's signal equipment, in accordance with Exhibits A and B.
2. Licensor also grants Licensee the right, privilege and license to use the License Area to locate, operate, inspect, improve, maintain, repair and replace the poles placed on Licensor's property pursuant to this License Agreement.
3. Licensor retains the right to use the License Area in any manner not inconsistent with the rights herein granted to Licensee provided, however, that the Licensor shall not disturb either or both of the two (2) poles without prior written approval by Licensee.
4. Licensee shall not allow any improvements or alterations to the License Area whatsoever, except those specifically approved by Licensor in advance and in writing.
5. Licensee expressly agrees that it does not and shall not at any time claim any interest or estate of any kind in the License Area by virtue of the rights granted under this License Agreement or by its occupancy or use under this Agreement.

6. Licensee shall indemnify and hold harmless Licensor from and against any and all liability, claim, cost, damages or expense for any loss of or damage to property and for injuries to persons arising or resulting directly or indirectly from the use of the License Area by the Licensee.
7. This License Agreement shall terminate: should the pole(s) be no longer needed by Licensee, should Licensee remove the pole(s) from the License Area; or upon written notice from Licensor to Licensee to remove its poles from the License Area.
8. Upon termination of this License Agreement, Licensee shall, within a reasonable time and at Licensee's sole cost and expense, remove all equipment, accessories, and materials owned by Licensee from the License Area and hand over vacant and peaceful possession of the License Area to Licensor.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**High Point Bloomington
Apartments, LLC**

dba City Flats on Walnut

By: 

John C. Hart, Jr.,
President *of manager*

City of Bloomington

By: _____
Dana Palazzo, President
Board of Public Works

By: _____
Beth H. Hollingsworth, Vice President
Board of Public Works

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

By: *Philippa M. Guthrie*

Philippa M. Guthrie,
Corporation Counsel

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/26/2021	Payroll				467,593.67
					<u>467,593.67</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 \$ 467,593.67

Dated this 30th day of March year of 2021.

Dana Palazzo President Beth H. Hollingsworth Vice President Kyla Cox Deckard Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Business in Right of Way – Resolution 2021-06
Petitioner/Representative: Laura Deck d.b.a. Seedlings Flower Cart and Truck
Staff Representative: Marnina Patrick
Meeting Date: March 30, 2021

Sole proprietor Laura Deck d.b.a. Seedlings Flower Cart and Truck, has applied for a Business License to operate a push cart selling flowers. 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 operate from a push cart selling flowers.

This application is for 24 hours on Saturday, April 3, 2021.

Staff is supportive of the request.

Marnina Patrick

Bike Kart



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

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Greetings from the City of Bloomington!

The Department of Economic and Sustainable Development welcomes your business into the Bloomington community. Our office would like to assist you in operating a successful business and complying with applicable laws and statutes.

This information packet will help you understand the process for obtaining a Solicitor's License. The full application is attached, along with important contact information and relevant Bloomington Municipal Code.

Please contact the Department of Economic and Sustainable Development at 812-349-3418 for information and assistance in securing the license and the other permissions that may be necessary to operate in the City of Bloomington.

The City of Bloomington
Department of Economic and Sustainable Development



SOLICITOR LICENSE APPLICATION

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

1. License Length and Fee Application

Length of License:	<input checked="" 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 type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information

Name: LAURA DECK
Title/Position: owner, The Seedlings Flower Cart + Truck
Date of Birth: 8-28-87
Address: 6575 N BOTTOM RD
City, State, Zip: Bloomington, IN 47404
E-Mail Address: SeedlingsFlowers@gmail.com
Phone Number: Mobile Phone: 812-369-0049

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:

4. Company Information

Name of Employer: The Seedlings

Address of Employer: 6575 North Bottom Rd. Bloomington

City, State, Zip: Indianag, 47404

Employment Start Date:

End Date (If known):

Phone Number: 812.369.0049

Website / Email: TheSeedlingsFlowertruck.com ; seedlingsflowers@gmail.com

Company is a:

- Limited Liability Corporation (LLC) Corporation Partnership Sole Proprietor Other:

5. Company Officer Information

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

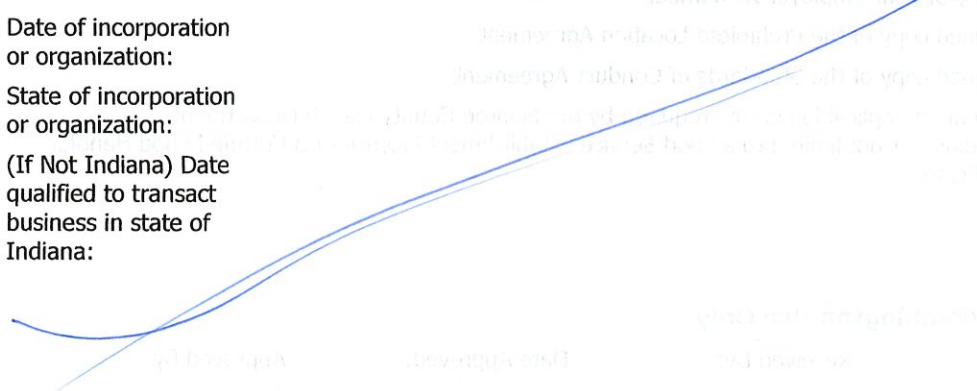
Name	Address
<u>Laura Beck Owner</u>	<u>6575 North Bottom Rd. Bloomington, IN 47404</u>

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

Date of incorporation or organization:

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: *April 3rd 10am-1:30pm*

Place or places where you will conduct business (If private property, attach written permission from property owner): *We are requesting permission to park our cart/bike on the sidewalk. We are so excited to partner with Lola & Co. to bring this unique experience to our town. We will sell bouquets & rose stems where*

Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked? Yes No
Customers can choose their favorite flowers and build their own bouquet.

(If Yes) Provide details

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

- Proof of insurance in accordance with the limits described in Section 4.16.090 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 your business's registration with the Indiana Secretary of State.
- A copy of your Employer ID number
- A signed copy of the Prohibited Location Agreement
- A signed copy of the Standards of Conduct Agreement
- 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 certificate

For City Of Bloomington Use Only

Date Received: Received By: Date Approved: Approved By:

John Hamilton
Mayor
CITY OF BLOOMINGTON

401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
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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.

Laura Deck

Name, Printed

Laura Deck

Signature

3-25-21

Date Release Signed

Festival General Contact Information

<u>Event</u>	<u>Dates</u>	<u>Contact Person</u>	<u>Phone Number</u>
Bloomington Farmers' Market	Every Saturday, April – November	Marcia Veldman, Market Coordinator	(812) 349-3700
Strawberry Festival	Mid-May	Christina Hurlow, Boys & Girls Club	812-287-8771
Taste of Bloomington	Mid-June	Talisha Coppock, Co-Director	(812) 336-3681
Arts Fair on the Square	Mid-August	Lee Burckes, Event Manager	(812) 334-1188
4th of July Parade	July 4th	Becky Barrick	(812) 349-3700
4th Street Festival	Early September	4th Street Committee	(812) 335-3814
Lotus World Music and Arts Festival	Late September	Lotus Office	(812) 336-3959
Bloomington Holiday Market	Final Farmers' Market	Marcia Veldman, Market Coordinator	(812) 349-3700
Canopy of Lights	Friday after Thanksgiving	Talisha Coppock	(812) 336-3681

Itinerant Merchant Contact Information

<u>Permit Issuer</u>	<u>Location</u>	<u>Contact Person</u>	<u>Phone Number</u>
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Bloomington Board of Public Works (Conducting Business in Public Right-of-Way)	401 N. Morton St. Suite 130 Bloomington, IN	Miah Michaelsen, Economic & Sustainable Development	(812) 349-3534
Bloomington Parks and Recreation Department (Conducting Business on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Judy Seigle, Office Manager	(812) 349-3700
Bloomington Fire Department (Conducting Business that will produce any type of spark/fire hazard)	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**
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Prohibited Location Agreement

Bloomington Municipal Code Section 4.16.130 prohibits Solicitors from operating in certain locations. This Agreement provides for all of the prohibited locations. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Solicitor, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the below-listed location restrictions:

- No solicitor 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 solicitor shall locate in a street, street median strip or alleyway
- No solicitor 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 solicitor 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 solicitor shall locate in a neighborhood or on property wherein a sign reading "No Solicitation", or something of a similar nature, has been duly erected and displayed
- No solicitor shall locate on the B-Line Trail except in the following permitted areas:
 - Between the north side of Dodds Street and the south side of 2nd Street
 - Between the north side of 3rd Street and the south side of 4th Street
 - Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I conduct business in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Solicitor License, as so described in Chapter 4.16 of the Bloomington Municipal Code.

Vendor:

Name: Laura Deck

Signature: Laura Deck

Date: 3-25-21

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

**DEPARTMENT OF ECONOMIC
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Special Event Consent

This letter authorizes _____, to conduct solicitation
(Name of solicitor)
within one-block radius of the following Special Event: _____
(Name of Special Event)

This consent shall run concurrent with the Solicitor License issued by the City of Bloomington, unless revoked as described herein. If at any time the license expires or is revoked by the City of Bloomington, this consent shall be void. The solicitor is required to comply with all applicable sections of the Bloomington Municipal Code, Monroe County Code, and Indiana State Code. Failure to do so will cause the license for said location to be revoked.

I understand that if I revoke this Letter of Consent I must do so in writing and must supply a copy of said revocation to the City of Bloomington Economic & Sustainable Development Department at the above-listed address.

Special Event Representative:

Solicitor:

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Telephone Number: _____

Telephone Number: _____

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

**DEPARTMENT OF ECONOMIC
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Standard of Conduct Agreement

Bloomington Municipal Code Section 4.16.150 provides Standards of Conduct for all Solicitors. 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 Solicitor 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:

- Solicitors 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 solicitor 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 solicitor shall expose any person to any undue safety or health hazards nor create a public nuisance
- Solicitors 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 jurisdiction
- No person shall engage in abusive solicitation. Such abusive activity shall mean to do one or more of the following while soliciting or immediately thereafter:
 - Coming closer than three feet to the person solicited unless and until the person solicited indicates that the person wishes to make a purchase or otherwise receive the solicitation
 - Blocking or impeding the passage of the person solicited
 - Repeating the solicitation after the person solicited has indicated an objection to the solicitation
 - Following the person solicited by proceeding behind, ahead or alongside such person after the person has indicated an objection to the solicitation
 - Threatening the person solicited with physical harm by word or gesture
 - Abusing the person solicited with words which are offensive and inherently likely to provide an immediate violent reaction
 - Touching the solicited person without the solicited person's consent.
- No solicitor shall approach any vehicle driving upon, stopped upon, or parked upon any public or private street or alley
- No solicitor shall conduct his/her business from a street, alley, traffic island, or median.

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 Solicitor License, as so described in Chapter 4.16 of the Bloomington Municipal Code.

Vendor:

Name: Laura Deek

Signature: Laura Deek

Date: 3-25-21

Chapter 4.16, Solicitors

Sections:

4.16.010	Definitions
4.16.020	Operations generally.
4.16.030	Business License—Required.
4.16.040	Business License—Application.
4.16.050	Business License—Prerequisites
4.16.060	Business License—Duration and Fees.
4.16.070	Application Fee—Refund on Denial.
4.16.080	Effect of Cessation of Business.
4.16.090	Business License—Insurance and Indemnity
4.16.100	Business License—Issuance.
4.16.110	Business License—Transferability.
4.16.120	Business License—Identification.
4.16.130	Location Restrictions.
4.16.140	Prohibited Hours.
4.16.150	Standards of Conduct.
4.16.160	Penalties—Revocation of License.

4.16.010 Definitions.

The following terms shall have the following meanings:

“Political” means on behalf of a political party or candidate or for the purpose of influencing legislation or personal belief.

“Religious” means on behalf of an established religion which means a particular system of faith and worship recognized and practiced by a particular church, sect or denomination.

“Solicitation”

(a) Means the act of any person traveling by foot, vehicle or any other type of conveyance who goes on private or public property to:

- (1) Request, either directly or indirectly, money, credit, funds, contributions, personal property or anything of value;
- (2) Take or attempt to take orders for the sale of any goods, wares, merchandise or services of any kind, or description for future delivery or for services to be performed in the future, either in person or by distributing flyers and leaflets;
- (3) Sell and make immediate delivery of any goods, wares, merchandise or services of any kind or description; or
- (4) Communicate or otherwise convey ideas, views or beliefs or otherwise disseminate oral or written information to a person willing to directly receive such information, provided that such information is of a commercial nature.

(b) Does not mean the following:

- (1) A person communicating or otherwise conveying ideas, views or beliefs or otherwise disseminating oral or written information to a person willing to directly receive such information, provided that such information is of a political, religious or charitable nature;
- (2) A person seeking to influence the personal belief of the occupant of any residence regarding any political or religious matter;
- (3) A person seeking to obtain, from any occupant of any residence, an indication of the occupant’s belief in regard to any political or religious matter;
- (4) A person conducting a poll, survey or petition drive in regard to any political matter;
- (5) A person carrying, conveying, delivering or transporting food or beverage products, newspapers or other goods to regular customers on established routes or to the premises of any person who had previously ordered such products or goods and is entitled to receive the same;

- (6) A person whose business is to solicit dealers or permanent merchants in the usual course of business; or
- (7) Any person exempted from this Chapter's requirement under Ind. Code 8-1-34-30.

"Solicitor" means a person, whether a resident of the City or not, engaged in solicitation.

"Special Event" is any event so designated by the City of Bloomington Board of Public Works.

4.16.020 Operations generally.

It is unlawful to locate as a solicitor in the City except in accordance with the provisions of this Chapter.

4.16.030 Business License—Required.

- (a) It is unlawful to locate as a solicitor in the City without first having secured a license to do so as provided by this Chapter.
- (b) This Chapter does not apply to any recognized participant of a Special Event.
- (c) It is not necessary to obtain a temporary use permit under Chapter 20 of the Bloomington Municipal Code in order to obtain a license to locate as a solicitor under this Chapter.

4.16.040 Business License—Application.

Any person desiring a license under this Chapter shall submit a fully completed application to the City Controller at least fourteen days prior to the proposed date of operating as a solicitor. The application must set forth or have attached the following information as specified:

- (a) The applicant's name, current physical address, telephone number, email address and date of birth;
- (b) The name, current physical address, and telephone number of the person, firm, limited liability company, corporation or organization which the applicant is employed by or represents, and the length of time of such employment or representation;
- (c) If the applicant is employed by or represents a firm, limited liability company or corporation, the applicant shall provide the name and current physical address of all members of the firm or limited liability company, or all officers of the corporation, as the case may be;
- (d) If the applicant is employed by or represents a corporation or limited liability company then there shall be stated on the application the date of incorporation or organization, the state of incorporation or organization, and if the applicant is a corporation or limited liability company formed in a state other than the State of Indiana, the date on which such corporation or limited liability company qualified to transact business as a foreign corporation or foreign limited liability company in the State of Indiana;
- (e) The type of products or services to be sold and the hours of the day the applicant plans to conduct business;
- (f) The place or places where said business may be conducted, and a written statement, if applicable, from the owner of any private property wherein the business may be conducted authorizing the applicant to use the property;
- (g) The duration of the license being sought;
- (h) A statement as to whether or not a license, under the provisions of this Chapter, or any other similar ordinance of the City of Bloomington or any other county, town or municipality, or the State of Indiana has been revoked, together with the details thereof; and
- (i) The designation of a resident of the State of Indiana as a registered agent for purposes of receiving notices from the City of Bloomington or other service of process, as a result of doing business in the City of Bloomington

4.16.050 Business License—Prerequisites.

An application for a license under this Chapter shall not be considered unless proof of the following are provided with the application:

- (a) 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 Certificate;
 - (b) Proof of registration as a business with the Indiana Secretary of State;
 - (c) Proof of an Employer Identification Number;
 - (d) If business is to be conducted on City property, a resolution from the City's Board of Public Works;
 - (e) If business is to be conducted on or in property owned or managed by the City of Bloomington Parks Department, including those portions of the B-Line Trail not specifically permitted by this Chapter, a letter of approval from said Department;
 - (f) Proof of insurance in accordance with the amounts established by this Chapter;
- and
- (g) Proof of payment for, or exemption from, the applicable fee.

4.16.060 Business License—Duration and Fee.

- (a) Each applicant shall pay a license fee in accordance with the schedule set forth below (all licenses are for a consecutive period of time):
 - (1) One Day License: \$25.00;
 - (2) Three Day License: \$30.00;
 - (3) Seven Day License: \$50.00;
 - (4) Thirty Day License: \$75.00;
 - (5) Three Month License: \$150.00;
 - (6) Six Month License: \$200.00; and
 - (7) One Year License: \$350.00.
- (b) The following listed organizations and/or entities while required to obtain a license under this Chapter are exempt from having to pay any fees, so long as the proceeds thereof are to be used exclusively for religious, charitable, educational or scientific purposes:
 - (1) Churches;
 - (2) Schools;
 - (3) Benevolent organizations;
 - (4) Fraternal organizations; and
 - (5) Other similarly situated organizations.
- (c) Pursuant to Ind. Code 25-25-2-1, while all honorably discharged veterans are required to obtain a license under this Chapter they are exempt from having to pay any fees.

4.16.070 Application Fee—Refund on Denial.

An applicant shall pay an application fee in the minimum amount of \$25.00, unless exempted under Section 4.16.060. In the event the license is granted, the application fee shall be retained by the City and applied toward the license fee. In the event the license is denied, \$20.00 of the application fee shall be retained to defray the administrative expense incurred in investigating and processing the application, and any remainder shall be refunded to the applicant.

4.16.080 Effect of Cessation of Business.

No deductions shall be allowed from the fee for a license issued pursuant to this Chapter for any part of the term of which the licensee does not engage in such business.

4.16.090 Business License—Insurance and Indemnity.

- (a) Each applicant for a license shall provide a certificate of liability insurance to the City Controller upon a form approved by the Corporation Counsel of the City of Bloomington,

insuring the applicant, and naming the City of Bloomington as co-insured, against the following liabilities and in the following amounts relative to such activity:

- (1) Personal injury: \$100,000.00 per occurrence and \$300,000.00 in the aggregate; and
- (2) Property damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate.

(b) Each applicant shall provide a document approved by the Corporation Counsel for the City of Bloomington, in which 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.

4.16.100 Business License—Issuance.

(a) The Controller shall within fourteen days of receipt of the completed application issue the business license to the applicant if the Controller finds the following:

- (1) Compliance with all provisions of this Chapter;
- (2) The applicant has not had a prior license issued under this Chapter, or any other similar licensed authorized by a different governmental entity, suspended or revoked; and
- (3) The applicant has not been previously found to be in violation of this Chapter, or any other similar law promulgated by a different governmental entity.

(b) The Controller may, upon a finding of appropriateness, issue a business license to an applicant who has been found to meet the terms of the above subsections 4.16.100(a) (1)-(2).

(c) Failure of the Controller to issue a license within fourteen days of completion of the application constitutes denial of the application. The applicant may appeal the denial by filing a written statement to the City's Board of Public Works within ten days after passage of those fourteen days. The Board of Public Works shall, within the next thirty days, determine whether the applicant has complied with all provisions of Section 4.16.100(a), and if so, shall authorize the Controller to issue the license if there is such compliance. Prior to this determination, which is final and conclusive, the applicant will have an opportunity to be heard regarding the denial.

4.16.110 Business License—Transferability.

A license issued pursuant to this Chapter shall not be transferable to another licensee.

4.16.120 Business License—Identification.

(a) All licenses issued by the Controller under this Chapter shall be shown to any person who requests to see the license.

(b) Failure to display or exhibit a license in accordance with this Section may be grounds for suspension or revocation of said license.

4.16.130 Location Restrictions.

(a) No solicitor 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.

(b) No solicitor shall locate in a street, street median strip or alleyway.

(c) No solicitor 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.

(d) No solicitor 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.

(e) No solicitor shall locate in a neighborhood or on property wherein a sign reading "No Solicitation", or something of a similar nature, has been duly erected and displayed.

- (f) No solicitor shall locate on the B-Line Trail except in the following permitted areas:
- (1) Between the north side of Dodds Street and the south side of 2nd Street;
 - (2) Between the north side of 3rd Street and the south side of 4th Street; and
 - (3) Between the north side of 6th Street and the south side of Fairview Street.

4.16.140 Prohibited Hours.

No solicitor shall locate in any residential neighborhood or building between the hours of dusk and 8:00 a.m., unless a resident in the neighborhood or building has requested or invited the solicitor onto the premises.

4.16.150 Standards of Conduct.

All solicitors shall conform to the following standards of conduct:

- (a) Solicitors 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;
- (b) A device may not be used which would amplify sounds nor may attention be drawn to the solicitor 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);
- (c) No solicitor shall expose any person to any undue safety or health hazards nor create a public nuisance;
- (d) Solicitors 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 jurisdiction;
- (e) No person shall engage in abusive solicitation. Such abusive activity shall mean to do one or more of the following while soliciting or immediately thereafter:
 - (1) Coming closer than three feet to the person solicited unless and until the person solicited indicates that the person wishes to make a purchase or otherwise receive the solicitation;
 - (2) Blocking or impeding the passage of the person solicited;
 - (3) Repeating the solicitation after the person solicited has indicated an objection to the solicitation;
 - (4) Following the person solicited by proceeding behind, ahead or alongside such person after the person has indicated an objection to the solicitation;
 - (5) Threatening the person solicited with physical harm by word or gesture;
 - (6) Abusing the person solicited with words which are offensive and inherently likely to provide an immediate violent reaction; or
 - (7) Touching the solicited person without the solicited person's consent.
- (f) No solicitor shall approach any vehicle driving upon, stopped upon, or parked upon any public or private street or alley; and
- (g) No solicitor shall conduct his/her business from a street, alley, traffic island, or median.

4.16.160 Penalties—Revocation of License.

(a) Any person, partnership, limited liability company or corporation which violates any provision of this Chapter, shall be subject to the following penalties:

- (1) Soliciting without a license:

First offense	\$2,500.00
Second offense within any 12-month period	\$5,000.00
Third offense, or each thereafter, within any 12-month period	\$7,500.00

(2) Failure to comply with any other provision of this Chapter:

First offense	\$250.00
Second offense within any 12-month period	\$500.00
Third offense, or each thereafter, within any 12-month period	\$1,000.00

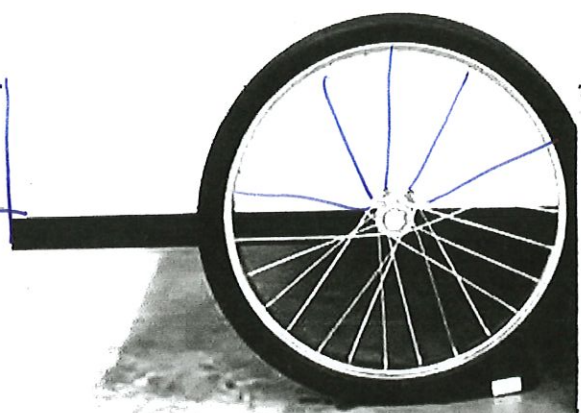
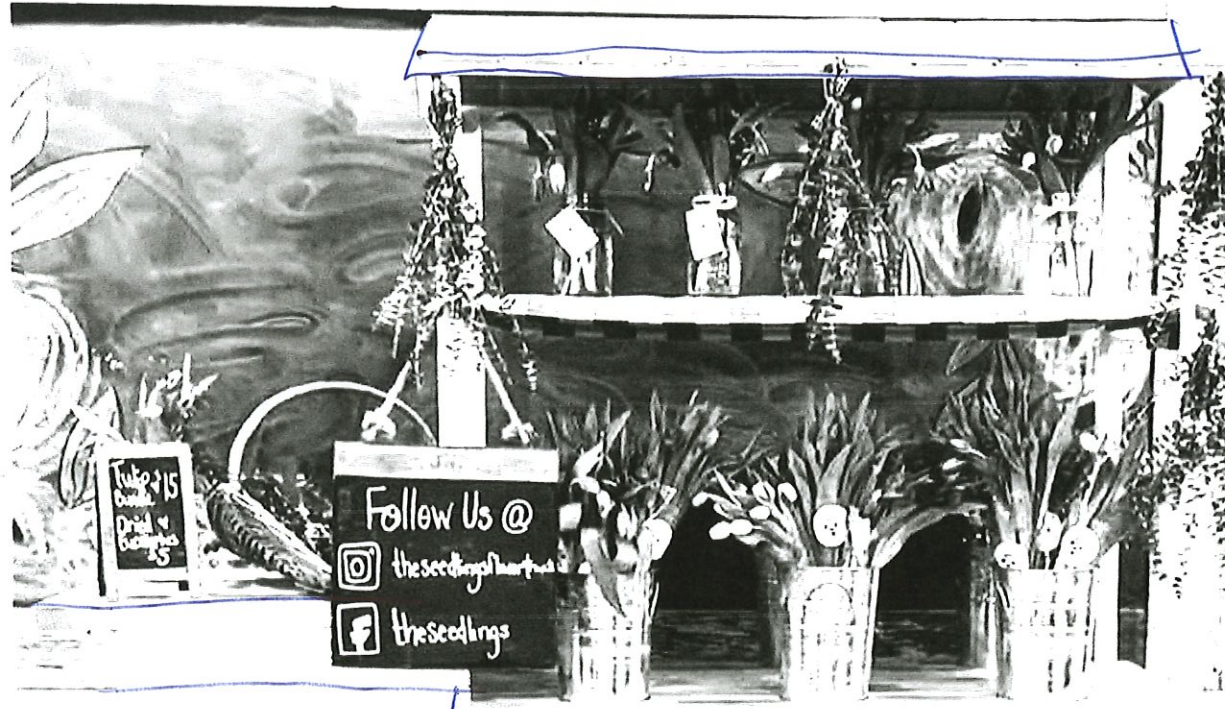
(b) In addition, the Controller's Office shall, after notice and hearing before the City's Board of Public Works, suspend or revoke, by written order, any license issued hereunder if the Board of Public Works finds:

- (1) The licensee has violated any provision of this Chapter or any rule or regulation lawfully made under and within the authority of this Chapter;
- (2) The licensee is operating the solicitor license under this Chapter in a manner contrary to State or local code; or
- (3) Any fact or condition exists which, if it had existed at the time of the original application for such license, would have permitted the Controller's Office to refuse originally to issue such license.

(c) Any person charged with violating the provisions of this Chapter may, in the discretion of the enforcement officer, be issued an official warning. If an official warning is issued it shall be considered as affording the violator one opportunity to comply with this Chapter's provisions.

• Flower cart
that attaches to
bike

• The cart is 2' x 6'



**FRESH
CUT
FLOWERS**



Flower
cart/
bike

FRESH
CUT
FLOWERS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2021 09:34

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

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

PRODUCER McDonald, Scott Monroe-Brown-Jackson-Lawrence 1618 W Third St P O Box 429Bloomington, IN 47402	CONTACT NAME: PHONE (A/C, No, Ext): (812) 336-0174	FAX (A/C, No):	
	E-MAIL ADDRESS: Scott.McDonald@infarmbureau.com		
INSURED DECK, LOGAN MATTHEW 6575 N BOTTOM RD BLOOMINGTON, IN 47404-9407	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : United Farm Family Mutual Insurance Company		15288
	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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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		<input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input checked="" type="checkbox"/> OCCURRENCE			RG 8942076	12/04/2020	12/04/2021	EACH OCCURRENCE \$1,000,000 MED EXP (Any one person) \$25,000

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

PLEASE NOTE: LAURA DECK IS ADDITIONAL NAMED INSURED

CERTIFICATE HOLDER CITY OF BLOOMINGTON, IN ECONOMIC & SUSTAINABLE DEVELOPMENT BLOOMINGTON, IN 47404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE McDonald, Scott
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**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-06**

**Mobile Business in Public Right of Way
Seedlings Flower Cart**

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, Laura Deck d.b.a. Seedlings Flower Cart and Truck (“Vendor”) has sought a Business License for a flower push cart under Bloomington Municipal Code 4.16;

WHEREAS, the issuance of a Business License under Bloomington Municipal Code 4.16 requires Vendor to submit a variety of documentation to the City—set forth at Bloomington Municipal Code 4.16.050—including all applicable permits required by the Monroe County Health Department, if applicable;

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.16.150 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.16.090;

WHEREAS, Vendor desires to be able to use City property, which the right-of-way on the City’s sidewalks, on a temporary and transient basis for the purpose of selling flowers via a push cart; and

WHEREAS, under Bloomington Municipal Code 4.16.050, 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 flowers via a push cart for 24 hours, beginning at 12:00 a.m. on April 3, 2021, and ending at 11:59 p.m. on April 3, 2021.

2. For the avoidance of doubt, this Resolution is for the permission to use the right of way and not the Business License referenced by Chapter 4.16 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 4.16.160(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 4.16 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 Business License issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Business License throughout the term of Vendor’s operation on City property.
- c. Vendor may locate her business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling 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

RESOLUTION 2021-06

- 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 4.16 (Solicitors), 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.

ADOPTED THIS 30th DAY OF MARCH 2021.

BOARD OF PUBLIC WORKS:

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2021-06** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Laura Deck, Owner
d.b.a. Seedlings Flower Cart and Truck

Date: _____



Board of Public Works Staff Report

Project/Event: Noise Permit for Night Time Work on College Mall Road

Petitioner/Representative: Keith Spenner, E&B Paving, Inc.

Staff Representative: Roy Aten

Meeting Date: March 30th, 2021

E&B Paving, Inc. is requesting a noise permit for night time work from 6:00 p.m. to 6:00 a.m. along South College Mall Road from East 3rd Street to East Moores Pike. On August 4th, 2020, the Board awarded a contract to E&B Paving Inc. for milling and repaving College Mall Road. They are now requesting to complete milling during the day and then paving through the night. This phase of work will start on April 26th, 2021 and run through May 1st, 2021. The approval of this permit will waive the City's noise ordinance from construction and equipment noise throughout the above mentioned dates.



E&B PAVING, LLC

3/19/2021

Mr. Roy Aten
Senior Project Manager
The City of Bloomington
Planning & Transportation Department
401 North Morton St.
Bloomington, IN 47404

Subject: Request for night work on the South College Mall Road Repaving Project

Dear Mr. Aten

We would like to request nighttime work for the paving portion of the South College Mall Road Repaving Project. The sequence of the night work, if approved, would be as follows. Weather permitting, lane restrictions would start the morning of April 26th, milling operations would take place during the daytime and these same lane restrictions would remain during the night at which time the HMA paving operations would take place. This sequence would happen through the week of April 26th until the milling and paving operations are complete. The current plan for the concrete work, pavement markings and signal loops is for this work be completed during the daytime.

We feel this would be the safest and most efficient way to complete this work, your consideration for the nighttime work would be appreciated.

Please contact me if you have any questions or need any additional information.

Sincerely,

Keith Spenner
Project Manager

AN EQUAL OPPORTUNITY EMPLOYER

.....
2520 W. INDUSTRIAL PARK DRIVE, BLOOMINGTON, IN 47404
PHONE 812-334-7940
www.ebpaving.com

ASPHALT AND CONCRETE PAVING CONTRACTORS



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

Event and Noise Information

Name of Event:	South College Mall Road Repaving Project		
Location of Event:	On South College Mall Road from East Moores Pike to East 3rd Street		
Date of Event:	4/26/21 through 5/1/21	Time of Event:	Start: 6:00 pm
Calendar Day of Week:	4/26/21 through 5/1/21		End: 6:00 am
Description of Event:	Night time asphalt paving operations Lane restrictions would remain in place from day time asphalt milling operations		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? Yes No
Is this a Charity Event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If Yes, to Benefit:

Applicant Information

Name:	Keith Spenner		
Organization:	E&B Paving, LLC	Title:	Project Manager
Physical Address:	2520 W Industrial Park Drive, Bloomington, IN 47404		
Email Address:	keith.spenner@ebpaving.com	Phone Number:	317-501-0024
Signature:		Date:	3/23/21

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Date

Kyla Cox Deckard, Secretary



Board of Public Works Staff Report

Project/Event: Construction of Wall at Bloomington Police Department Headquarters

Petitioner/Representative: Bloomington Police Department

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: March 30, 2021

Bloomington Police Department staff has identified a need to construct a wall in the lower level of their Headquarters building. This wall will divide a room in their evidence storage area. Three quotes were solicited, and are as follows:

Umphress Masonry	\$5,800.00
Fox Construction Company, Inc.	\$3,660.00
Strauser Construction Company, Inc.	\$2,975.00

Strauser Construction Company, Inc. submitted the lowest responsive and responsible quote for \$2,975.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

J. D. Boruff
Operations and Facilities Director
Public Works Department

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

PURCHASE INFORMATION

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

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

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

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

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

Print/Type Name

Print/Type Title

Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
STRAUSER CONSTRUCTION COMPANY, INC.

FOR

CONSTRUCTION OF WALL INSIDE OF BLOOMINGTON POLICE DEPARTMENT HEADQUARTERS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Strauser Construction Company, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Construction of a wall inside of Bloomington Police Department Headquarters**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 45 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Two Thousand, Nine Hundred Seventy-Five Dollars (\$2,975.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment.

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 **Workmanship and Quality of Materials**

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

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

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

5.10 **Safety**. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations,

ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works Department	Strauser Construction Company, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Lenny Stauser, Owner
P.O. Box 100 Suite 130	453 S. Clarizz Blvd.
Bloomington, Indiana 47402	Bloomington, Indiana 47401

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors

verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Strauser Construction Company, Inc.

BY:

BY:

Dana Palazzo, President

Lenny Strauser, President

Beth H. Hollingsworth, Member

Kyla Cox Deckard, Member

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

CONSTRUCTION OF WALL INSIDE OF BLOOMINGTON POLICE DEPARTMENT HEADQUARTERS

This project shall include, but is not limited to:

1. The Contractor shall furnish all materials and labor for the construction of a 15 ft. long, 10 ft. tall, wall with steel stud construction and drywall finish.
2. Contractor will paint wall, and install cove base, in colors to be determined by Bloomington Police Department Staff.
3. Contractor will supply labor and materials to reinstall lowered ceiling to new wall.
3. Contractor will dispose of all debris and keep jobsite in a neat and orderly fashion.

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA)
) SS:
 COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
 (job title)
 _____.
 (company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

 Signature

Date: _____, 20____

 Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

Commission Number

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

My Commission #: _____



Board of Public Works Claim Register

Invoice Date Range 03/17/21 - 04/02/21

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Alexandra Neuman	01-refund adoption fee-feline-3/12/21		04/01/2021	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1		\$75.00
		Transactions		
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-pens		04/01/2021	8.99
	Account 52110 - Office Supplies Totals	Invoice 1		\$8.99
		Transactions		
Account 52210 - Institutional Supplies				
4586 - Hill's Pet Nutrition Sales, INC	01-Dog and Cat food		04/01/2021	198.38
4586 - Hill's Pet Nutrition Sales, INC	01-Dog and Cat food		04/01/2021	225.88
3929 - IDEXX Laboratories, INC	01-Diagnostics, F/F tests, Heartworm tests		04/01/2021	1,088.43
4633 - Midwest Veterinary Supply, INC	01-returned item		04/01/2021	(71.15)
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies		04/01/2021	71.71
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies		04/01/2021	165.53
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies		04/01/2021	180.37
4633 - Midwest Veterinary Supply, INC	01-Vet Supplies		04/01/2021	469.50
6530 - Office Depot, INC	01-sponges		04/01/2021	16.52
4137 - Patterson Veterinary Supply, INC	01-Vet Supplies		04/01/2021	22.50



Board of Public Works Claim Register

Invoice Date Range 03/17/21 - 04/02/21

4137 - Patterson Veterinary Supply, INC	01-Vet Supplies	04/01/2021	128.95
4666 - Zoetis, INC	01-Vet Supplies	04/01/2021	132.10
4666 - Zoetis, INC	01-Vet Supplies	04/01/2021	192.00
4574 - John Deere Financial (Rural King)	01-bedding	04/01/2021	196.50
4549 - Kroger Limited Partnership I	01-Animal Food	04/01/2021	5.98
Account 52210 - Institutional Supplies Totals		Invoice 15 Transactions	\$3,023.20
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	01-hose repair part	04/01/2021	4.38
394 - Kleindorfer Hardware & Variety	01-hose repair parts, bungie cords,screwdrivers	04/01/2021	25.15
Account 52310 - Building Materials and Supplies Totals		Invoice 2 Transactions	\$29.53
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	01-cleaning supplies	04/01/2021	69.07
6530 - Office Depot, INC	01-restroom sign	04/01/2021	43.96
6530 - Office Depot, INC	01-Office Furniture-chair	04/01/2021	413.99
Account 52340 - Other Repairs and Maintenance Totals		Invoice 3 Transactions	\$527.02
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-Spay/Neuter Surgeries	04/01/2021	1,589.29
50771 - Bloomington Veterinary Medicine, PC	01-discount on services	04/01/2021	(158.44)
50771 - Bloomington Veterinary Medicine, PC	01-Surgeries	04/01/2021	774.13
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Spay/Neuter and other surgeries	04/01/2021	1,475.34
Account 53130 - Medical Totals		Invoice 4 Transactions	\$3,680.32



Board of Public Works Claim Register

Invoice Date Range 03/17/21 - 04/02/21

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 2/12-3/11/21- #287289748780X03192021		04/01/2021	219.09
	Account 53210 - Telephone Totals		Invoice 1	\$219.09
			Transactions	

Account 53220 - Postage

4487 - PMB East, INC (PakMail)	01-BOH shipping		04/01/2021	22.82
4487 - PMB East, INC (PakMail)	01-BOH shipping		04/01/2021	22.82
4487 - PMB East, INC (PakMail)	01-BOH shipping		04/01/2021	22.82
	Account 53220 - Postage Totals		Invoice 3	\$68.46
			Transactions	

Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/9- 3/10/21	BC 2010-23	04/01/2021	1,392.65
	Account 53510 - Electrical Services Totals		Invoice 1	\$1,392.65
			Transactions	

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	19-ACC-water/sewer bill - February 2021		03/17/2021	429.24
	Account 53530 - Water and Sewer Totals		Invoice 1	\$429.24
			Transactions	

Account 53540 - Natural Gas

222 - Vectren	19-ACC-gas bill 2/2-3/2/21		03/17/2021	408.49
	Account 53540 - Natural Gas Totals		Invoice 1	\$408.49
			Transactions	
	Program 010000 - Main Totals		Invoice 33	\$9,861.99
			Transactions	

Program 010001 - Donations Over \$5K

Account 53130 - Medical

6529 - BloomingPaws, LLC	01-Heartworm Treatments		04/01/2021	71.40
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50771 - Bloomington Veterinary Medicine, PC	01-Emergency Vet Visits and Other Diagnostics	04/01/2021	385.00
50771 - Bloomington Veterinary Medicine, PC	01-Emergency Vet Visits and Other Diagnostics	04/01/2021	505.00
175 - Monroe County Humane Association, INC	01-exam-recheck	04/01/2021	5.00
5107 - NVA College Mall Veterinary Management INC	01-emergency vet visit	04/01/2021	225.25
6788 - Brian Thunberg (Mobile Animal Surgical Care, Co)	01-ACL Repair Surgery	04/01/2021	3,293.50
Account 53130 - Medical Totals		Invoice 6 Transactions	\$4,485.15
Program 010001 - Donations Over \$5K Totals		Invoice 6 Transactions	\$4,485.15
Department 01 - Animal Shelter Totals		Invoice 39 Transactions	\$14,347.14
 Department 02 - Public Works			
 Program 020000 - Main			
 Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 2/12-3/11/21- #287289748780X03192021	04/01/2021	41.79
Account 53210 - Telephone Totals		Invoice 1 Transactions	\$41.79
 Account 53410 - Liability / Casualty Premiums			
1847 - Hylant of Indianapolis, LLC	10-Renewal of Umbrella-1/1/21-1/1/22	03/24/2021	40,749.08
1847 - Hylant of Indianapolis, LLC	10-Renewal of Business Auto-1/1/21-1/1/22	03/24/2021	148,670.40
1847 - Hylant of Indianapolis, LLC	10-Renewal of Crime (City)-1/1/21-1/1/22	03/24/2021	4,035.20
1847 - Hylant of Indianapolis, LLC	10-Renewal of Workers Compensation-Excess-1/1/21- 1/1/22	03/24/2021	37,563.22
1847 - Hylant of Indianapolis, LLC	10-Renewal of General Package-1/1/21-1/1/22	03/24/2021	89,621.03
1847 - Hylant of Indianapolis, LLC	10-Renewal Workers Comp Buffer-1/1/21-1/1/22- Surplus Line Tax	03/24/2021	12,348.10
1847 - Hylant of Indianapolis, LLC	10-Renewal of Property Package-1/1/21-1/1/22	03/24/2021	60,797.00



1847 - Hylant of Indianapolis, LLC

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10-Renewal of Cyber Liability-1/1/21-1/1/22 03/24/2021 7,018.68

Account 53410 - Liability / Casualty Premiums Totals	Invoice 8	\$400,802.71
	Transactions	
Program 020000 - Main Totals	Invoice 9	\$400,844.50
	Transactions	
Department 02 - Public Works Totals	Invoice 9	\$400,844.50
	Transactions	

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53320 - Advertising**

5387 - Creative Graphics, INC (dba Baugh Enterprises)

04 - 2021 Solarize Program Inserts for Utility Mailer 04/01/2021 525.00

Account 53320 - Advertising Totals	Invoice 1	\$525.00
	Transactions	

Account **53910 - Dues and Subscriptions**

7656 - Dude Solutions, INC

04 - Energy Tracking Software for Sustainability 04/01/2021 3,990.00

53442 - Paragon Micro, INC

04 - Microsoft Power BI Allocated Subscription 04/01/2021 18.32

Account 53910 - Dues and Subscriptions Totals	Invoice 2	\$4,008.32
	Transactions	

Account **53990 - Other Services and Charges**

6515 - Green Camino, INC

04 - Monthly City Composting Fees 04/01/2021 270.00

Account 53990 - Other Services and Charges Totals	Invoice 1	\$270.00
	Transactions	

Program 040000 - Main Totals	Invoice 4	\$4,803.32
	Transactions	

Program **04RCVR - Recover Foward**

Account **53960 - Grants**

223 - Duke Energy

04 - Utility Bills for the Waldron (electric) 03/17/2021 310.62

208 - City Of Bloomington Utilities

04-122 S. Walnut-water/sewer bill February 2021 03/17/2021 47.49



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	Account 53960 - Grants Totals	Invoice 2	\$358.11
		Transactions	
	Program 04RCVR - Recover Foward Totals	Invoice 2	\$358.11
		Transactions	
	Department 04 - Economic & Sustainable Dev Totals	Invoice 6	\$5,161.43
		Transactions	
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53730 - Machinery and Equipment Rental			
371 - Pitney Bowes, INC	06-Mail Meter Rental 2021	04/01/2021	120.00
	Account 53730 - Machinery and Equipment Rental Totals	Invoice 1	\$120.00
		Transactions	
Account 53990 - Other Services and Charges			
4102 - Hyland Software, INC	06-Consulting Services for OnBase ECM Software	04/01/2021	28,000.83
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$28,000.83
		Transactions	
	Program 060000 - Main Totals	Invoice 2	\$28,120.83
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 2	\$28,120.83
		Transactions	
Department 07 - Engineering			
Program 070000 - Main			
Account 41020 - Permits			
Caylan Evans	07-Permit fees to be waived for sidewalk reconstruction, per PW	04/01/2021	212.00
	Account 41020 - Permits Totals	Invoice 1	\$212.00
		Transactions	
Account 53310 - Printing			
501 - Karl Clark (KC Designs)	07-#1000 Engineering Dept. ltr. size envelopes	04/01/2021	85.00
	Account 53310 - Printing Totals	Invoice 1	\$85.00
		Transactions	



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Department **09 - CFRD**

Program **090000 - Main**

Account **53960 - Grants**

3164 - New Hope Family Shelter, INC

09-Kinser Flats Shelter Program- CARES Funding 04/01/2021 10,920.00

Account **53960 - Grants** Totals Invoice 1 \$10,920.00
Transactions

Program **090000 - Main** Totals Invoice 1 \$10,920.00
Transactions

Department **09 - CFRD** Totals Invoice 1 \$10,920.00
Transactions

Department **10 - Legal**

Program **100000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

10-deskpad 04/01/2021 2.52

Account **52110 - Office Supplies** Totals Invoice 1 \$2.52
Transactions

Account **53120 - Special Legal Services**

19660 - Bose McKinney & Evans, LLP

10 legal services annexation 790098 04/01/2021 2,760.00

5387 - Creative Graphics, INC (dba Baugh Enterprises)

10 printing mailing 9388 04/01/2021 386.96

608 - Krieg Devault, LLP

10 legal services on gov matters Krieg Devault 506637 04/01/2021 2,500.00

Account **53120 - Special Legal Services** Totals Invoice 3 \$5,646.96
Transactions

Account **53910 - Dues and Subscriptions**

7712 - Indiana Municipal Lawyers Assoc., INC (IMLA)

10 2021 dues indiana IMLA 04/01/2021 595.00



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Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$595.00
		Transactions	
Program 10000 - Main Totals		Invoice 5	\$6,244.48
		Transactions	
Program 101000 - Human Rights			
Account 53910 - Dues and Subscriptions			
7712 - Indiana Municipal Lawyers Assoc., INC (IMLA)	10 2021 dues indiana IMLA	04/01/2021	85.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$85.00
		Transactions	
Program 101000 - Human Rights Totals		Invoice 1	\$85.00
		Transactions	
Department 10 - Legal Totals		Invoice 6	\$6,329.48
		Transactions	
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 53910 - Dues and Subscriptions			
53442 - Paragon Micro, INC	11-PowerBI subscriptions for Innovation	04/01/2021	18.32
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$18.32
		Transactions	
Program 110000 - Main Totals		Invoice 1	\$18.32
		Transactions	
Department 11 - Mayor's Office Totals		Invoice 1	\$18.32
		Transactions	
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
9523 - Freedom Business Solutions, LLC	12-ink toner \$150.00	04/01/2021	150.00
6099 - Safe Hiring Solutions	12-out of state background checks \$435.40	04/01/2021	435.40
Account 53990 - Other Services and Charges Totals		Invoice 2	\$585.40
		Transactions	



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		Program 120000 - Main Totals	Invoice 2	\$585.40
			Transactions	
		Department 12 - Human Resources Totals	Invoice 2	\$585.40
			Transactions	
Department 13 - Planning				
Program 130000 - Main				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	13-Otterbox Phone Case & iphone SE adaptor		04/01/2021	55.07
		Account 52420 - Other Supplies Totals	Invoice 1	\$55.07
			Transactions	
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6289 - Clarion Associates, LLC	13 - Addendum II to UDO update contract 19-545		04/01/2021	225.00
8305 - Schmidt Associates, INC	13-Design Services_Architecture&Design Review of Dev. Projects		04/01/2021	3,297.50
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 2	\$3,522.50
			Transactions	
Account 53310 - Printing				
501 - Karl Clark (KC Designs)	13-2 Bxs P&T window envelopes (Dev. Services) #1000		04/01/2021	90.00
		Account 53310 - Printing Totals	Invoice 1	\$90.00
			Transactions	
Account 53910 - Dues and Subscriptions				
4442 - American Planning Association	13-APA Membership Dues		04/01/2021	99.00
		Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$99.00
			Transactions	
		Program 130000 - Main Totals	Invoice 5	\$3,766.57
			Transactions	
		Department 13 - Planning Totals	Invoice 5	\$3,766.57
			Transactions	
Department 19 - Facilities Maintenance				
Program 190000 - Main				



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Account 52310 - Building Materials and Supplies

4574 - John Deere Financial (Rural King)	19-5 gal Kerosene auto shut-off		04/01/2021	11.99
409 - Black Lumber Co. INC	19-2 Dap Dynaflex 230 Gray for City Hall		04/01/2021	9.98
177 - Indiana Oxygen Company, INC	19- Cylinder Rental, Torch Supplies		04/01/2021	34.72
395 - Kirby Risk Corp	19- Philips F32T8/TL950/Alto 30pk for City Hall		04/01/2021	70.20
395 - Kirby Risk Corp	19- Element Ballast (2) 120-277V for City Hall		04/01/2021	145.80
394 - Kleindorfer Hardware & Variety	19-Rubber gloves, roller frames, caulk, safety glasses, paintpan		04/01/2021	77.03
Account 52310 - Building Materials and Supplies Totals			Invoice 6 Transactions	<u>\$349.72</u>

Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC	19-Counsel Office-monthly pest control-3/19/21	BC 2020-84	04/01/2021	75.00
Account 53140 - Exterminator Services Totals			Invoice 1 Transactions	<u>\$75.00</u>

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 2/12-3/11/21- #287289748780X03192021		04/01/2021	167.16
Account 53210 - Telephone Totals			Invoice 1 Transactions	<u>\$167.16</u>

Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/9-3/10/21	BC 2010-23	04/01/2021	12,085.23
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	<u>\$12,085.23</u>

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-February 2021		03/17/2021	15.48
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - February 2021		03/17/2021	540.44
Account 53530 - Water and Sewer Totals			Invoice 2 Transactions	<u>\$555.92</u>



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Account 53610 - Building Repairs

321 - Harrell Fish, INC (HFI)	19- Quarterly Maintenance for City Hall for March	BC 2020-75	04/01/2021	1,968.00
321 - Harrell Fish, INC (HFI)	19-SA Repair of Heat in Kelly Conference Room	BC 2020-75	04/01/2021	517.00
7402 - Nature's Way, INC	19- Plant Maintenance, INV#51883	BC 2020-85	04/01/2021	353.43
7474 - Tecta America Corp (B & L Sheet Metal & Roofing)	19-Repair Leak In Legal Department		04/01/2021	1,583.18
Account 53610 - Building Repairs Totals			Invoice 4 Transactions	\$4,421.61

Account 53990 - Other Services and Charges

4859 - MH Logistics Corp (MH Equipment)	19- Repair of Scissor Lift Battery		04/01/2021	1,555.20
Account 53990 - Other Services and Charges Totals			Invoice 1 Transactions	\$1,555.20
Program 190000 - Main Totals			Invoice 16 Transactions	\$19,209.84
Department 19 - Facilities Maintenance Totals			Invoice 16 Transactions	\$19,209.84

Department 28 - ITS

Program 280000 - Main

Account 52420 - Other Supplies

6530 - Office Depot, INC	28 - 12 pack Sani-cloth wipes		04/01/2021	119.99
Account 52420 - Other Supplies Totals			Invoice 1 Transactions	\$119.99

Account 53210 - Telephone

1079 - AT&T	28-CH/off site fac-long distance chgs-3/09/2021-BAN #849494015		03/17/2021	103.67
13969 - AT&T Mobility II, LLC	06-cell phone chgs 2/12-3/11/21- #287289748780X03192021		04/01/2021	577.10
Account 53210 - Telephone Totals			Invoice 2 Transactions	\$680.77

Account 53640 - Hardware and Software Maintenance



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8750 - Service Express, INC	28 - Server Maintenance 4/1/2021 - 6/30/2021	04/01/2021	2,160.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	<u>\$2,160.00</u>
		Transactions	
Account 54420 - Purchase of Equipment			
6222 - Apple, INC	28 - Lacie Mobile Drive 5TB Space Gray -CARES for Andrew Krebbs	04/01/2021	164.95
6222 - Apple, INC	28 - Macbook Pro 16.0 and Apple Care for Andrew Krebbs - CARES	04/01/2021	3,377.99
6222 - Apple, INC	28 - Final Cut Pro license for Andrew Krebbs - CARES	04/01/2021	299.99
53442 - Paragon Micro, INC	28 - Dell 32 inch LED monitor for Ashley Davis CARES	04/01/2021	434.99
53442 - Paragon Micro, INC	28 - Dell 32 inch LED monitor for Nick Myers CARES	04/01/2021	434.99
53442 - Paragon Micro, INC	28 - Dell 32 inch LED monitor for Mark Freeman - CARES	04/01/2021	434.99
53442 - Paragon Micro, INC	28 - Dell 32 in LED monitor for Cass DeHart - CARES	04/01/2021	434.99
Account 54420 - Purchase of Equipment Totals		Invoice 7	<u>\$5,582.89</u>
		Transactions	
Program 280000 - Main Totals		Invoice 11	<u>\$8,543.65</u>
		Transactions	
Department 28 - ITS Totals		Invoice 11	<u>\$8,543.65</u>
		Transactions	
Fund 101 - General Fund (S0101) Totals		Invoice 100	<u>\$498,144.16</u>
		Transactions	
Fund 249 - Grants Non Approp			
Department 06 - Controller's Office			
Program G19014 - IU Health Range Rd Reconst			
Account 54510 - Other Capital Outlays			
399 - American Structurepoint, INC	07-Design services for East Discovery Parkway	BC 2020-42 04/01/2021	23,690.25
Account 54510 - Other Capital Outlays Totals		Invoice 1	<u>\$23,690.25</u>
		Transactions	
Program G19014 - IU Health Range Rd Reconst Totals		Invoice 1	<u>\$23,690.25</u>
		Transactions	



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Fund 270 - CC Jack Hopkins NR17-42 (S0011)

Department 05 - Common Council

Program 050000 - Main

Account 53960 - Grants

20872 - Catholic Charities Social Services	15-JH2020-therapy work 11/1-12/12/20 (final)	04/01/2021	5,442.84
3164 - New Hope Family Shelter, INC	15-JH2020-wages 7/10-11/27/20	04/01/2021	12,450.43
3164 - New Hope Family Shelter, INC	15-JH 2020 Grant-wages 11/23-12/4/20	04/01/2021	549.57
5849 - Wheeler Mission Ministries, INC	15-Recover Forward JH Grant-Case Manager 1/16-2/26/21	04/01/2021	2,228.88

Account **53960 - Grants** Totals Invoice 4 \$20,671.72

Transactions

Program **050000 - Main** Totals Invoice 4 \$20,671.72

Transactions

Program 05RCVR - Recover Forward

Account 53960 - Grants

7033 - Courage to Change Sober Living, INC	15-Recover Forward JH Grant-Extra Hrs. House Mgr-1/15-3/15/21	04/01/2021	1,040.00
7528 - HealthNet INC	15-Recover Forward expenses-replacement cartridges	04/01/2021	694.44
7014 - Society of St. Vincent De Paul, Archdiocesan	15-Recover Forward JH Grant-utility assistance-2/16-3/5/21	04/01/2021	2,587.98

Account **53960 - Grants** Totals Invoice 3 \$4,322.42

Transactions

Program **05RCVR - Recover Forward** Totals Invoice 3 \$4,322.42

Transactions

Department **05 - Common Council** Totals Invoice 7 \$24,994.14

Transactions

Fund **270 - CC Jack Hopkins NR17-42 (S0011)** Totals Invoice 7 \$24,994.14

Transactions



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Fund 312 - Community Services

Department 09 - CFRD

Program 090003 - Com Serv - Status of Women

Account 53990 - Other Services and Charges

7695 - Smithville Holding Company, INC (Smithville Media)	09-BCSW WHM Celebration--video production costs	04/01/2021	2,635.00
7660 - Heather McTeer Toney (Resolutions Firm, PLLC)	09-BCSW-WHM Celebration--keynote speaker fee	04/01/2021	1,500.00
	Account 53990 - Other Services and Charges Totals	Invoice 2	<u>\$4,135.00</u>
		Transactions	
	Program 090003 - Com Serv - Status of Women Totals	Invoice 2	<u>\$4,135.00</u>
		Transactions	

Program 090016 - Com Serv - Safe & Civil

Account 53960 - Grants

7698 - Sungyong An	09-BHM Essay Contest Winner--Heejo An	04/01/2021	100.00
7285 - Cidella R Crenshaw	09-BHM Essay Contest Winner - Jackson Crenshaw	04/01/2021	100.00
7697 - Avi Danthi	09-BHM Essay Contest Winner- Avi Danthi	04/01/2021	75.00
7696 - Eva Louise Harriss	09-BHM Essay Contest Winner - Eva Harriss	04/01/2021	75.00
7702 - Philip D Smith	09-BHM Essay Contrest Winner - Annika Smith	04/01/2021	100.00
	Account 53960 - Grants Totals	Invoice 5	<u>\$450.00</u>
		Transactions	

Account 53990 - Other Services and Charges

7240 - Troy T Thomas	09-BHM Kick-off and Gala musical performances	04/01/2021	800.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$800.00</u>
		Transactions	
	Program 090016 - Com Serv - Safe & Civil Totals	Invoice 6	<u>\$1,250.00</u>
		Transactions	

Program G21001 - 2021 MLK Service Compassion Game



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Account 53960 - Grants

4956 - Alpha Kappa Alpha Sorority, INC (Kappa Tau Omega)	09-MLK Service Project	04/01/2021	250.00
3505 - Bloomington Community Orchard	09-MLK Service Project	04/01/2021	320.00
56 - Middle Way House, INC	09-MLK Service Project	04/01/2021	250.00
199 - Monroe County Government	09-MLK Service Project	04/01/2021	250.00
1021 - My Sister's Closet Of Monroe County, INC	09-MLK Service Project	04/01/2021	1,000.00
7664 - Jordan O Shiffriss	09-Noah's Ark- MLK Service Project	04/01/2021	500.00

Account **53960 - Grants** Totals Invoice 6 \$2,570.00

Transactions

Program **G21001 - 2021 MLK Service Compassion Game** Totals Invoice 6 \$2,570.00

Transactions

Department **09 - CFRD** Totals Invoice 14 \$7,955.00

Transactions

Fund **312 - Community Services** Totals Invoice 14 \$7,955.00

Transactions

Fund 401 - Non-Reverting Telecom (S1146)

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 54450 - Equipment

6222 - Apple, INC	25 - CapR iPad 32GB and Apple Care for Griffy boat house	04/01/2021	488.00
53442 - Paragon Micro, INC	25 - CapR Dell 32 inch monitor for Banneker	04/01/2021	434.99

Account **54450 - Equipment** Totals Invoice 2 \$922.99

Transactions

Program **254000 - Infrastructure** Totals Invoice 2 \$922.99

Transactions

Program 256000 - Services

Account 53150 - Communications Contract



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4170 - Comcast Cable Communications, INC

28-401 N Morton-business services-1/1-1/31/21	03/24/2021	149.85
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4170 - Comcast Cable Communications, INC

28-401 N Morton-business services-4/1-4/30/21	03/24/2021	149.85
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203 - INDIANA UNIVERSITY

28-dark fiber-special circuits-March 2021	04/01/2021	65.00
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Account 53150 - Communications Contract Totals	Invoice 3	<u>\$364.70</u>
	Transactions	
Program 256000 - Services Totals	Invoice 3	<u>\$364.70</u>
	Transactions	
Department 25 - Telecommunications Totals	Invoice 5	<u>\$1,287.69</u>
	Transactions	
Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 5	<u>\$1,287.69</u>
	Transactions	

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

Department **20 - Street**

Program **200000 - Main**

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

223 - Duke Energy	02-Traffic Signal Summary electric bill-2/2-3/3/21	BC 2010-23	03/24/2021	3,370.10
223 - Duke Energy	02-Street Light Summary Electric bill-03/09/2021	BC 2018-03	03/24/2021	44,911.59
223 - Duke Energy	02-3rd & Westplex-equip & electric chgs-1/26-2/24/21	BC 2019-69	03/24/2021	18.14
223 - Duke Energy	02-308 N. Rogers-Crosswalk-elec. chgs 1/28-2/26/21	BC 2019-99	03/24/2021	10.85
223 - Duke Energy	02-3rd/5th/Adams traffic signal-elec chgs 8/21/20-2/24/21		03/24/2021	301.02

Account 53520 - Street Lights / Traffic Signals Totals	Invoice 5	<u>\$48,611.70</u>
	Transactions	
Program 200000 - Main Totals	Invoice 5	<u>\$48,611.70</u>
	Transactions	
Department 20 - Street Totals	Invoice 5	<u>\$48,611.70</u>
	Transactions	
Fund 450 - Local Road and Street(S0706) Totals	Invoice 5	<u>\$48,611.70</u>
	Transactions	

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



Department **20 - Street**

Program **200000 - Main**

Account **52210 - Institutional Supplies**

313 - Fastenal Company	20-safety supplies-earplugs, gloves, paint-3/9/21	04/01/2021	41.36
313 - Fastenal Company	20-safety supplies-gloves-3/3/21	04/01/2021	49.36
Account 52210 - Institutional Supplies Totals		Invoice 2 Transactions	\$90.72

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	20-Vehicle Maintenance-Dawn dish soap	04/01/2021	4.59
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	\$4.59

Account **53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two-way Radio Service Contract-March 2021	04/01/2021	2,321.25
Account 53150 - Communications Contract Totals		Invoice 1 Transactions	\$2,321.25

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 2/12-3/11/21- #287289748780X03192021	04/01/2021	167.16
Account 53210 - Telephone Totals		Invoice 1 Transactions	\$167.16

Account **53410 - Liability / Casualty Premiums**

1847 - Hylant of Indianapolis, LLC	10-Renewal of Umbrella-1/1/21-1/1/22	03/24/2021	12,055.92
1847 - Hylant of Indianapolis, LLC	10-Renewal of Business Auto-1/1/21-1/1/22	03/24/2021	52,655.00
1847 - Hylant of Indianapolis, LLC	10-Renewal of Crime (City)-1/1/21-1/1/22	03/24/2021	369.50
1847 - Hylant of Indianapolis, LLC	10-Renewal of Workers Compensation-Excess-1/1/21- 1/1/22	03/24/2021	2,302.62
1847 - Hylant of Indianapolis, LLC	10-Renewal of General Package-1/1/21-1/1/22	03/24/2021	17,845.24

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1847 - Hylant of Indianapolis, LLC	10-Renewal Workers Comp Buffer-1/1/21-1/1/22- Surplus Line Tax		03/24/2021	756.94
1847 - Hylant of Indianapolis, LLC	10-Renewal of Property Package-1/1/21-1/1/22		03/24/2021	2,282.00
1847 - Hylant of Indianapolis, LLC	10-Renewal of Cyber Liability-1/1/21-1/1/22		03/24/2021	642.69
Account 53410 - Liability / Casualty Premiums Totals			Invoice 8 Transactions	<u>\$88,909.91</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/9- 3/10/21	BC 2010-23	04/01/2021	339.95
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	<u>\$339.95</u>
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-February 2021		03/17/2021	35.28
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-February 2021		03/24/2021	236.43
208 - City Of Bloomington Utilities	19-Street-Fire Hydrant-water/sewer bill-February 2021		03/24/2021	41.84
Account 53530 - Water and Sewer Totals			Invoice 3 Transactions	<u>\$313.55</u>
Account 53540 - Natural Gas				
222 - Vectren	19-Street Dept-gas bill 2/4-3/4/21		03/17/2021	155.41
222 - Vectren	19-Traffic Bldg-gas bill 2/4-3/4/21		03/17/2021	116.84
Account 53540 - Natural Gas Totals			Invoice 2 Transactions	<u>\$272.25</u>
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	19-SA Replacement of Furnace @ Street	BC 2020-75	04/01/2021	2,112.75
321 - Harrell Fish, INC (HFI)	20-Frozen water in Meter Pit @ Street Department	BC 2020-75	04/01/2021	148.00
321 - Harrell Fish, INC (HFI)	20-Heating repair services-2/21/21	BC 2020-75	04/01/2021	312.00
Account 53610 - Building Repairs Totals			Invoice 3 Transactions	<u>\$2,572.75</u>



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Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/10/21	BC 2009-52	04/01/2021	13.10
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/10/21		04/01/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/17/21	BC 2009-52	04/01/2021	13.10
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/17/21		04/01/2021	34.28

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4	<u>\$94.76</u>
	Transactions	

Account 53950 - Landfill

10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-tree limb disposal-January 2021-3 loads	BC 2019-45	04/01/2021	66.00
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Account 53950 - Landfill Totals	Invoice 1	<u>\$66.00</u>
	Transactions	

Account 53990 - Other Services and Charges

19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-2/8/21		04/01/2021	170.00
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Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$170.00</u>
	Transactions	

Program 200000 - Main Totals	Invoice 28	<u>\$95,322.89</u>
	Transactions	

Department 20 - Street Totals	Invoice 28	<u>\$95,322.89</u>
	Transactions	

Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 28	<u>\$95,322.89</u>
	Transactions	

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 2/12-3/11/21- #287289748780X03192021		04/01/2021	13.93
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Account 53210 - Telephone Totals	Invoice 1	<u>\$13.93</u>
	Transactions	



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Account 53410 - Liability / Casualty Premiums

1847 - Hylant of Indianapolis, LLC	10-Renewal of Umbrella-1/1/21-1/1/22		03/24/2021	269.30
1847 - Hylant of Indianapolis, LLC	10-Renewal of Business Auto-1/1/21-1/1/22		03/24/2021	917.30
1847 - Hylant of Indianapolis, LLC	10-Renewal of Crime (City)-1/1/21-1/1/22		03/24/2021	153.96
1847 - Hylant of Indianapolis, LLC	10-Renewal of Workers Compensation-Excess-1/1/21-1/1/22		03/24/2021	1,489.66
1847 - Hylant of Indianapolis, LLC	10-Renewal of General Package-1/1/21-1/1/22		03/24/2021	657.52
1847 - Hylant of Indianapolis, LLC	10-Renewal Workers Comp Buffer-1/1/21-1/1/22-Surplus Line Tax		03/24/2021	489.70
1847 - Hylant of Indianapolis, LLC	10-Renewal of Cyber Liability-1/1/21-1/1/22		03/24/2021	267.79

Account 53410 - Liability / Casualty Premiums Totals	Invoice 7 Transactions	\$4,245.23
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Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/9-3/10/21		04/01/2021	1,474.57
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Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$1,474.57
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Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-February 2021		03/17/2021	47.56
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Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	\$47.56
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Account 53610 - Building Repairs

393 - KONE, INC	26-Morton St. Garage-repair-overtime-2/14/21	BC 2021-23	04/01/2021	3,639.15
393 - KONE, INC	26-Morton St Garage-elevator repair-2/17/21	BC 2021-23	04/01/2021	5,097.23
227 - Otis Elevator Company	26- service Repair of Walnut St Garage elevator - 2/25/21	BC 2021-30	04/01/2021	688.75
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	26-SA Snow Removal @ Morton & Walnut Garage	BC 2021-02	04/01/2021	900.00

Account 53610 - Building Repairs Totals	Invoice 4 Transactions	\$10,325.13
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Account 53640 - Hardware and Software Maintenance

3397 - Evens Time, INC

26-Repair of Bank Note Recycler @ Walnut Garage- 3/3/21 BC 2020-12 04/01/2021 222.00

6237 - Integrapark, LLC

26-Software License Purchase for Trades & 4th St Garage 04/01/2021 4,000.00

Account 53640 - Hardware and Software Maintenance Totals	Invoice 2	\$4,222.00
	Transactions	
Program 260000 - Main Totals	Invoice 16	\$20,328.42
	Transactions	
Department 26 - Parking Totals	Invoice 16	\$20,328.42
	Transactions	
Fund 452 - Parking Facilities(\$9502) Totals	Invoice 16	\$20,328.42
	Transactions	

Fund 454 - Alternative Transport(\$6301)

Department 02 - Public Works

Program 020000 - Main

Account 46060 - Other Violations

Jill Pappas

26-refund over payment pkg citation #21202001003 04/01/2021 30.00

Account 46060 - Other Violations Totals	Invoice 1	\$30.00
	Transactions	
Program 020000 - Main Totals	Invoice 1	\$30.00
	Transactions	
Department 02 - Public Works Totals	Invoice 1	\$30.00
	Transactions	

Department 13 - Planning

Program 130000 - Main

Account 53110 - Engineering and Architectural

399 - American Structurepoint, INC

07 - 7th Street Protected Bike Lane BC 2020-57 04/01/2021 10,168.42

Account 53110 - Engineering and Architectural Totals	Invoice 1	\$10,168.42
	Transactions	
Program 130000 - Main Totals	Invoice 1	\$10,168.42
	Transactions	



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Department **26 - Parking**

Program **260000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 2/12-3/11/21-
#287289748780X03192021

04/01/2021

13.93

Account **53210 - Telephone** Totals

Invoice 1
Transactions

\$13.93

Program **260000 - Main** Totals

Invoice 1
Transactions

\$13.93

Department **26 - Parking** Totals

Invoice 1
Transactions

\$13.93

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

Invoice 3
Transactions

\$10,212.35

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

Department **09 - CFRD**

Program **090000 - Main**

Account **53960 - Grants**

175 - Monroe County Humane Association, INC

09-Downtown Outreach Program--Homelessness-canine
boarding

04/01/2021

170.00

Account **53960 - Grants** Totals

Invoice 1
Transactions

\$170.00

Program **090000 - Main** Totals

Invoice 1
Transactions

\$170.00

Department **09 - CFRD** Totals

Invoice 1
Transactions

\$170.00

Department **26 - Parking**

Program **260000 - Main**

Account **52340 - Other Repairs and Maintenance**

6395 - Take a Powder, INC (Meter Products)

26-meter vault locks

04/01/2021

860.00



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Account 52340 - Other Repairs and Maintenance Totals		Invoice 1 Transactions	\$860.00
Account 52420 - Other Supplies			
394 - Kleindorfer Hardware & Variety	26-Key box	04/01/2021	24.99
394 - Kleindorfer Hardware & Variety	26-snips	04/01/2021	18.49
5819 - Synchrony Bank	26-office supplies-michelle	04/01/2021	16.98
Account 52420 - Other Supplies Totals		Invoice 3 Transactions	\$60.46
Account 52430 - Uniforms and Tools			
54558 - The Uniform House, INC	26-Justin Heath pants and shirts	04/01/2021	306.80
Account 52430 - Uniforms and Tools Totals		Invoice 1 Transactions	\$306.80
Account 53150 - Communications Contract			
6222 - Apple, INC	26-ipad for meter repair	04/01/2021	429.00
Account 53150 - Communications Contract Totals		Invoice 1 Transactions	\$429.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 2/12-3/11/21- #287289748780X03192021	04/01/2021	13.93
Account 53210 - Telephone Totals		Invoice 1 Transactions	\$13.93
Account 53310 - Printing			
501 - Karl Clark (KC Designs)	26-mailer-stuffer envelopes	04/01/2021	310.00
Account 53310 - Printing Totals		Invoice 1 Transactions	\$310.00
Account 53410 - Liability / Casualty Premiums			
1847 - Hylant of Indianapolis, LLC	10-Renewal of Umbrella-1/1/21-1/1/22	03/24/2021	269.31
1847 - Hylant of Indianapolis, LLC	10-Renewal of Business Auto-1/1/21-1/1/22	03/24/2021	917.30



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1847 - Hylant of Indianapolis, LLC	10-Renewal of Crime (City)-1/1/21-1/1/22	03/24/2021	153.95
1847 - Hylant of Indianapolis, LLC	10-Renewal of Workers Compensation-Excess-1/1/21-1/1/22	03/24/2021	1,489.66
1847 - Hylant of Indianapolis, LLC	10-Renewal of General Package-1/1/21-1/1/22	03/24/2021	657.52
1847 - Hylant of Indianapolis, LLC	10-Renewal Workers Comp Buffer-1/1/21-1/1/22-Surplus Line Tax	03/24/2021	489.69
1847 - Hylant of Indianapolis, LLC	10-Renewal of Cyber Liability-1/1/21-1/1/22	03/24/2021	267.78
Account 53410 - Liability / Casualty Premiums Totals		Invoice 7 Transactions	<u>\$4,245.21</u>
Account 53910 - Dues and Subscriptions			
4170 - Comcast Cable Communications, INC	26-Parking Trans office internet services	03/17/2021	158.45
Account 53910 - Dues and Subscriptions Totals		Invoice 1 Transactions	<u>\$158.45</u>
Account 53990 - Other Services and Charges			
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	26-snow plowing 2/17 & 2/18/21	BC 2021-02 04/01/2021	470.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<u>\$470.00</u>
Program 260000 - Main Totals		Invoice 17 Transactions	<u>\$6,853.85</u>
Department 26 - Parking Totals		Invoice 17 Transactions	<u>\$6,853.85</u>
Fund 455 - Parking Meter Fund(S2141) Totals		Invoice 18 Transactions	<u>\$7,023.85</u>
Fund 456 - MVH Restricted			
Department 20 - Street			
Program 200000 - Main			
Account 52420 - Other Supplies			
4574 - John Deere Financial (Rural King)	20-Concrete boots for Housel	04/01/2021	31.99
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	<u>\$31.99</u>



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Program 200000 - Main Totals	Invoice 1	\$31.99
	Transactions	
Department 20 - Street Totals	Invoice 1	\$31.99
	Transactions	
Fund 456 - MVH Restricted Totals	Invoice 1	\$31.99
	Transactions	

Fund 600 - Cumulative Cap Imprv(CIG)(S2379)

Department **02 - Public Works**

Program **020000 - Main**

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

334 - Irving Materials, INC

20-200 E. Burks Dr-Class A Stone Ash-5 cy-3/3/21	BC 2020-16	04/01/2021	552.50
Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 1		\$552.50
	Transactions		
Program 020000 - Main Totals	Invoice 1		\$552.50
	Transactions		
Department 02 - Public Works Totals	Invoice 1		\$552.50
	Transactions		
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals	Invoice 1		\$552.50
	Transactions		

Fund 601 - Cumulative Capital Devlp(S2391)

Department **02 - Public Works**

Program **020000 - Main**

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

50944 - Cargill Deicing Techno	20-de-icing salt-342.56 tons-3/8/21	BC 2020-15	04/01/2021	32,341.07
50944 - Cargill Deicing Techno	20-de-icing salt-25.39 tons-3/8/21	BC 2020-15	04/01/2021	2,397.07
50944 - Cargill Deicing Techno	20-de-icing salt-308.82 tons-3/9/21	BC 2020-15	04/01/2021	29,155.70
50944 - Cargill Deicing Techno	20-de-icing salt-324.35 tons-3/9/21	BC 2020-15	04/01/2021	30,621.88
50944 - Cargill Deicing Techno	20-de-icing salt-504.21 tons-3/10/21	BC 2020-15	04/01/2021	47,602.47



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50944 - Cargill Deicing Techno	20-de-icing salt-52.71 tons-3/11/21	BC 2020-15	04/01/2021	4,976.35
19278 - Milestone Contractors, LP	20-cold mix-patching-3.05 tons-3/8/21	BC 2020-78	04/01/2021	144.88
19278 - Milestone Contractors, LP	20-Cold mix for patching-3.15 tons-3/9/21	BC 2020-78	04/01/2021	149.63
19278 - Milestone Contractors, LP	20-Cold mix for patching-3.01 tons-3/10/21	BC 2020-78	04/01/2021	142.98

Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 9	\$147,532.03
	Transactions	
Program 020000 - Main Totals	Invoice 9	\$147,532.03
	Transactions	
Department 02 - Public Works Totals	Invoice 9	\$147,532.03
	Transactions	

Department **13 - Planning**

Program **130000 - Main**

Account **54310 - Improvements Other Than Building**

5637 - Shrewsberry & Associates, LLC	07-Downtown Alley Repaving Project, CE, BC-2020-56- CE	BC 2020-56	04/01/2021	6,554.18
Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$6,554.18		
	Transactions			
Program 130000 - Main Totals	Invoice 1	\$6,554.18		
	Transactions			
Department 13 - Planning Totals	Invoice 1	\$6,554.18		
	Transactions			
Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 10	\$154,086.21		
	Transactions			

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

Department **16 - Sanitation**

Program **160000 - Main**

Account **43370 - Other Sales**

204 - State Of Indiana	18-February 2020 Sales Tax		03/18/2021	4.55
Account 43370 - Other Sales Totals	Invoice 1	\$4.55		
	Transactions			



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Account 52420 - Other Supplies

4574 - John Deere Financial (Rural King)	16-Supplies-hand soap, sanitizer, windex, padlock		04/01/2021	81.72
			Invoice 1	<hr/>
Account 52420 - Other Supplies Totals			Transactions	\$81.72

Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC	16-Monthly Pest Control for Sanitaion, Inv# 38581	BC 2020-84	04/01/2021	125.00
51538 - Economy Termite & Pest Control, INC	16-Monthly Pest Control 11/23/2020	BC 2020-84	04/01/2021	125.00
			Invoice 2	<hr/>
Account 53140 - Exterminator Services Totals			Transactions	\$250.00

Account 53150 - Communications Contract

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-radios for trucks		04/01/2021	572.05
			Invoice 1	<hr/>
Account 53150 - Communications Contract Totals			Transactions	\$572.05

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 2/12-3/11/21- #287289748780X03192021		04/01/2021	41.79
			Invoice 1	<hr/>
Account 53210 - Telephone Totals			Transactions	\$41.79

Account 53410 - Liability / Casualty Premiums

1847 - Hylant of Indianapolis, LLC	10-Renewal of Umbrella-1/1/21-1/1/22		03/24/2021	5,076.60
1847 - Hylant of Indianapolis, LLC	10-Renewal of Business Auto-1/1/21-1/1/22		03/24/2021	23,325.00
1847 - Hylant of Indianapolis, LLC	10-Renewal of Crime (City)-1/1/21-1/1/22		03/24/2021	277.12
1847 - Hylant of Indianapolis, LLC	10-Renewal of Workers Compensation-Excess-1/1/21- 1/1/22		03/24/2021	4,918.44
1847 - Hylant of Indianapolis, LLC	10-Renewal of General Package-1/1/21-1/1/22		03/24/2021	6,361.76
1847 - Hylant of Indianapolis, LLC	10-Renewal Workers Comp Buffer-1/1/21-1/1/22- Surplus Line Tax		03/24/2021	1,616.83
1847 - Hylant of Indianapolis, LLC	10-Renewal of Cyber Liability-1/1/21-1/1/22		03/24/2021	482.01



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Account 53410 - Liability / Casualty Premiums		Totals	Invoice 7 Transactions	\$42,057.76
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/9-3/10/21		BC 2018-03 04/01/2021	333.72
		Account 53510 - Electrical Services	Totals Invoice 1 Transactions	\$333.72
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Sanitation-water/sewer bill-February 2021		03/17/2021	174.99
		Account 53530 - Water and Sewer	Totals Invoice 1 Transactions	\$174.99
Account 53540 - Natural Gas				
222 - Vectren	19-Sanitation-gas bill 2/2-3/2/21		03/17/2021	208.16
		Account 53540 - Natural Gas	Totals Invoice 1 Transactions	\$208.16
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	16-Replacement of Smoke Detector @ Sanitation BreakRoom		04/01/2021	402.55
321 - Harrell Fish, INC (HFI)	16-check Backflow-leaking-2/19/21		BC 2020-75 04/01/2021	470.54
		Account 53610 - Building Repairs	Totals Invoice 2 Transactions	\$873.09
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-Employee Uniforms		BC 2009-52 04/01/2021	9.66
19171 - Aramark Uniform & Career Apparel Group, INC	16-office floor mats		04/01/2021	23.26
		Account 53920 - Laundry and Other Sanitation Services	Totals Invoice 2 Transactions	\$32.92
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-Landfill-Trash/Recycle 2021		04/01/2021	2,784.41
52226 - Hoosier Transfer Station-3140	16-Landfill-Trash/Recycle 2021		04/01/2021	10,419.12



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Account 53950 - Landfill Totals	Invoice 2	\$13,203.53
	Transactions	
Program 160000 - Main Totals	Invoice 22	\$57,834.28
	Transactions	
Department 16 - Sanitation Totals	Invoice 22	\$57,834.28
	Transactions	
Fund 730 - Solid Waste (S6401) Totals	Invoice 22	\$57,834.28
	Transactions	

Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

Account 52430 - Uniforms and Tools

8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 6361 shaber	04/01/2021	80.10
327 - Hoosier Workwear Outlet, INC	10-apparel for Robert Chambers/Sanitation	04/01/2021	179.98
327 - Hoosier Workwear Outlet, INC	10-shoes for Tim Donavan/Parks	04/01/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-Shoes for Sara Shelton/Parks	04/01/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-shes for John Moore/T&D	04/01/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-shoes for Marie Becker/Parks	04/01/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-shoes for Ryan Barich/Parks	04/01/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-shoes for Jeremy McIntyre/Parks	04/01/2021	100.00

Account 52430 - Uniforms and Tools Totals	Invoice 8	\$860.08
	Transactions	

Account 53130 - Medical

6046 - Bradley J Elkins	10 CDL 2021 physical reimbursement elkins sr	04/01/2021	90.00
5967 - Larry M Pursell	10 CDL 2021 physical reimbursement pursell	04/01/2021	100.00
7705 - Adam E Throop	10 CDL 2021 physical reimbursement throop	04/01/2021	100.00



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	Account 53130 - Medical Totals	Invoice 3 Transactions	\$290.00
Account 53410 - Liability / Casualty Premiums			
1847 - Hylant of Indianapolis, LLC	10-Renewal of Umbrella-1/1/21-1/1/22	03/24/2021	119.34
1847 - Hylant of Indianapolis, LLC	10-Renewal of Business Auto-1/1/21-1/1/22	03/24/2021	567.00
1847 - Hylant of Indianapolis, LLC	10-Renewal of Crime (City)-1/1/21-1/1/22	03/24/2021	30.79
1847 - Hylant of Indianapolis, LLC	10-Renewal of Workers Compensation-Excess-1/1/21-1/1/22	03/24/2021	198.62
1847 - Hylant of Indianapolis, LLC	10-Renewal of General Package-1/1/21-1/1/22	03/24/2021	130.84
1847 - Hylant of Indianapolis, LLC	10-Renewal Workers Comp Buffer-1/1/21-1/1/22- Surplus Line Tax	03/24/2021	65.29
1847 - Hylant of Indianapolis, LLC	10-Renewal of Cyber Liability-1/1/21-1/1/22	03/24/2021	53.56
1847 - Hylant of Indianapolis, LLC	2021 RDC Bond - D. Mynerson	04/01/2021	100.00
	Account 53410 - Liability / Casualty Premiums Totals	Invoice 8 Transactions	\$1,265.44
Account 53420 - Worker's Comp & Risk			
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho -TTD - WC Claim Fees - 202129	03/24/2021	55,577.59
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho -TTD - WC Administration Fees - 202130	03/24/2021	1,404.00
	Account 53420 - Worker's Comp & Risk Totals	Invoice 2 Transactions	\$56,981.59
	Program 100000 - Main Totals	Invoice 21 Transactions	\$59,397.11
	Department 10 - Legal Totals	Invoice 21 Transactions	\$59,397.11
	Fund 800 - Risk Management(S0203) Totals	Invoice 21 Transactions	\$59,397.11
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			



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Account 53990 - Other Services and Charges

3977 - Cigna Health & Life Insurance Company	12-March 2021 Cigna Dent/Vis Adm \$9,630.90	04/01/2021	2,046.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart CARES Act Agreement Fee \$400	04/01/2021	400.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Gym,Massage)	04/01/2021	1,062.65
Account 53990 - Other Services and Charges Totals		Invoice 3 Transactions	\$3,508.65

Account 53990.1201 - Other Services and Charges Health Insurance

17785 - The Howard E. Nyhart Company, INC	12-March Wellness Reimbursements \$2095.98	03/24/2021	2,095.98
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 1 Transactions	\$2,095.98
Program 120000 - Main Totals		Invoice 4 Transactions	\$5,604.63
Department 12 - Human Resources Totals		Invoice 4 Transactions	\$5,604.63
Fund 801 - Health Insurance Trust Totals		Invoice 4 Transactions	\$5,604.63

Fund 802 - Fleet Maintenance(\$9500)

Department 17 - Fleet Maintenance

Program 170000 - Main

Account 52230 - Garage and Motor Supplies

4693 - Monroe County Tire & Supply, INC	17-tires	04/01/2021	708.68
4693 - Monroe County Tire & Supply, INC	17-tires - 225/50R17 Cooper Evolution Tour 94T	04/01/2021	441.00
4693 - Monroe County Tire & Supply, INC	17-tires - 235/75R17 Cooper Deicoverer SRX	04/01/2021	681.00
4693 - Monroe County Tire & Supply, INC	17 - stock tires - 255/60R18 F'stone FireHawk Pursuit	04/01/2021	1,513.20
4693 - Monroe County Tire & Supply, INC	17-tires	04/01/2021	597.48
Account 52230 - Garage and Motor Supplies Totals		Invoice 5 Transactions	\$3,941.36



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Account 52240 - Fuel and Oil

349 - White River Cooperative, INC	17 - fuel unleaded and diesel, INV# 5720179	BC 2019-107A	04/01/2021	19,409.90
			Account 52240 - Fuel and Oil Totals	Invoice 1
				Transactions
				\$19,409.90

Account 52320 - Motor Vehicle Repair

4574 - John Deere Financial (Rural King)	17 - fuel cans and misc hardware		04/01/2021	245.96
4877 - Asher Group, INC	17-419-442 harness/pto assy		04/01/2021	138.73
4877 - Asher Group, INC	17-parts return credit		04/01/2021	(190.50)
4877 - Asher Group, INC	17-419-442 harness/pto assy		04/01/2021	306.51
244 - Bloomington Ford, INC	17-regular key		04/01/2021	8.00
244 - Bloomington Ford, INC	17-spark plug, boot ignition		04/01/2021	71.78
244 - Bloomington Ford, INC	17-radiator tank assembly		04/01/2021	99.62
244 - Bloomington Ford, INC	17-latch, tube asy, tube oil filler		04/01/2021	128.24
244 - Bloomington Ford, INC	17-throttle body and gasket		04/01/2021	71.37
244 - Bloomington Ford, INC	17-629 running light repair		04/01/2021	396.15
244 - Bloomington Ford, INC	17-638 repair nox sensor, coolant res		04/01/2021	1,529.69
941 - Central Indiana Truck Equipment Corporation	17-single pump cntrl		04/01/2021	1,560.40
4335 - Circle Distributing, INC	17-filter kit, A/trans fluid		04/01/2021	34.09
5792 - Clark Truck Equipment Co., INC	17-misc parts		04/01/2021	607.16
21104 - Cummins Crosspoint, LLC	17 - #550 & 963 gaskets		04/01/2021	7.08
21104 - Cummins Crosspoint, LLC	17-gaskets		04/01/2021	16.14
21104 - Cummins Crosspoint, LLC	17 -Starter		04/01/2021	20.80



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21104 - Cummins Crosspoint, LLC	17-gaskets	04/01/2021	33.65
594 - Curry Auto Center, INC	17-radiator	04/01/2021	366.69
594 - Curry Auto Center, INC	17-SL-N-HOSE	04/01/2021	57.75
51827 - Fire Service, INC	17-#391 turn signal kit	04/01/2021	289.33
4044 - Industrial Hydraulics, INC	17-Repair and return Hydraulic Cylinder, IHI disassemble	04/01/2021	245.67
4044 - Industrial Hydraulics, INC	17-Repair and return Hydraulic Cylinder, IHI disassemble	04/01/2021	245.67
796 - Interstate Battery System of Bloomington, INC	17-batteries	04/01/2021	70.00
796 - Interstate Battery System of Bloomington, INC	17-batteries	04/01/2021	167.25
796 - Interstate Battery System of Bloomington, INC	17-batteries	04/01/2021	442.95
796 - Interstate Battery System of Bloomington, INC	17-batteries	04/01/2021	291.75
293 - J&S Locksmith Shop, INC	17-839 wheel assy	04/01/2021	204.68
11672 - Jack Doheny Companies, INC	17-misc sweeper parts	04/01/2021	20.98
11672 - Jack Doheny Companies, INC	17-misc sweeper parts	04/01/2021	88.58
11672 - Jack Doheny Companies, INC	17-misc sweeper parts	04/01/2021	348.42
11672 - Jack Doheny Companies, INC	17-misc sweeper parts	04/01/2021	490.79
4439 - JX Enterprises, INC	17-core credit	04/01/2021	(691.42)
4439 - JX Enterprises, INC	17-gear-steering	04/01/2021	1,703.63
4439 - JX Enterprises, INC	17-misc peterbult parts	04/01/2021	115.90
4439 - JX Enterprises, INC	17-core return	04/01/2021	(84.82)
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-963/stk injector	04/01/2021	164.40
2974 - MacAllister Machinery Co, INC	17-misc cat parts- Elements AS & AS-F	04/01/2021	74.17



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2974 - MacAllister Machinery Co, INC	17-cable as	04/01/2021	185.23
680 - NCH Corporation- Partsmaster	17-Nuts, flat washers, Cable Tie, Connectors, Couplings	04/01/2021	777.33
680 - NCH Corporation- Partsmaster	17-Flat washer	04/01/2021	11.74
16069 - Palmer Trucks, INC	17-774 hvac cab control	04/01/2021	641.60
5952 - Reading Midwest Distribution, LLC	17-689 winch motor and crane remote	04/01/2021	801.00
5952 - Reading Midwest Distribution, LLC	17-689 winch motor and crane remote	04/01/2021	990.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for various vehicles for February	04/01/2021	3,770.71
54351 - Sternberg, INC	17-misc international parts	04/01/2021	588.94
54351 - Sternberg, INC	17-cross linkjay	04/01/2021	176.37
54351 - Sternberg, INC	17-parts return	04/01/2021	(38.53)
6216 - Terminal Supply, INC	17-drill bits, Circuit breaker, Union Tee, inv# 21595	04/01/2021	278.42
6172 - The Tamis Corporation	17-2301 axle and jack	04/01/2021	643.00
950 - Tri-State Bearing Co, INC	17-839 bearing	04/01/2021	50.72
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17-rod assembly, end and tie	04/01/2021	373.34
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17-6 brake valve	04/01/2021	62.22
4606 - Truck Service, INC	17-429 rear springs	04/01/2021	507.99
Account 52320 - Motor Vehicle Repair Totals		Invoice 54	\$19,517.32
		Transactions	
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	17-Carbide Med Metal 10TPI	04/01/2021	69.98
409 - Black Lumber Co. INC	17-treated lumber, deck screws	04/01/2021	139.89
5896 - Hahn Automotive Warehouse,INC (Speedway AutoParts)	17-raven gloves	04/01/2021	239.60



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177 - Indiana Oxygen Company, INC	17-cylinder rental, torch supply, other		04/01/2021	155.40
394 - Kleindorfer Hardware & Variety	17-nuts, bolts, hoses		04/01/2021	39.38
394 - Kleindorfer Hardware & Variety	17-bolts, washers, locknuts		04/01/2021	48.52
394 - Kleindorfer Hardware & Variety	17-distilled water		04/01/2021	3.58

Account **52420 - Other Supplies** Totals Invoice 7 Transactions \$696.35

Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC	17- Monthly Pest Control for Fleet	BC 2019-109	04/01/2021	95.00
51538 - Economy Termite & Pest Control, INC	17-Monthly Pest Control 4/21/2020	BC 2019-109	04/01/2021	95.00
51538 - Economy Termite & Pest Control, INC	17- Monthly Pest Control 5/19/2020	BC 2019-109	04/01/2021	95.00
51538 - Economy Termite & Pest Control, INC	17- Monthly Pest Control 6/16/2020	BC 2019-109	04/01/2021	95.00
51538 - Economy Termite & Pest Control, INC	17- Monthly Pest Control 12/15/2020	BC 2019-109	04/01/2021	95.00

Account **53140 - Exterminator Services** Totals Invoice 5 Transactions \$475.00

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 2/12-3/11/21- #287289748780X03192021		04/01/2021	41.79
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Account **53210 - Telephone** Totals Invoice 1 Transactions \$41.79

Account 53410 - Liability / Casualty Premiums

1847 - Hylant of Indianapolis, LLC	10-Renewal of Umbrella-1/1/21-1/1/22		03/24/2021	723.48
1847 - Hylant of Indianapolis, LLC	10-Renewal of Business Auto-1/1/21-1/1/22		03/24/2021	3,606.00
1847 - Hylant of Indianapolis, LLC	10-Renewal of Crime (City)-1/1/21-1/1/22		03/24/2021	102.64
1847 - Hylant of Indianapolis, LLC	10-Renewal of Workers Compensation-Excess-1/1/21-1/1/22		03/24/2021	1,295.65
1847 - Hylant of Indianapolis, LLC	10-Renewal of General Package-1/1/21-1/1/22		03/24/2021	624.75



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1847 - Hylant of Indianapolis, LLC	10-Renewal Workers Comp Buffer-1/1/21-1/1/22- Surplus Line Tax		03/24/2021	425.92
1847 - Hylant of Indianapolis, LLC	10-Renewal of Property Package-1/1/21-1/1/22		03/24/2021	122.00
1847 - Hylant of Indianapolis, LLC	10-Renewal of Cyber Liability-1/1/21-1/1/22		03/24/2021	178.52
Account 53410 - Liability / Casualty Premiums Totals			Invoice 8 Transactions	<u>\$7,078.96</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-2/9- 3/10/21	BC 2018-03	04/01/2021	329.06
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	<u>\$329.06</u>
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-February 2021		03/17/2021	131.14
Account 53530 - Water and Sewer Totals			Invoice 1 Transactions	<u>\$131.14</u>
Account 53540 - Natural Gas				
222 - Vectren	19-Fleet Maint-gas bill 2/4-3/4/21		03/17/2021	292.60
Account 53540 - Natural Gas Totals			Invoice 1 Transactions	<u>\$292.60</u>
Account 53610 - Building Repairs				
6378 - ANN-KRISS, LLC	17 - repairs to the wash bay for the new truck	BC 2020-83	04/01/2021	15,807.71
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	17 - wash bay doors	BC 2020-89	04/01/2021	16,816.00
Account 53610 - Building Repairs Totals			Invoice 2 Transactions	<u>\$32,623.71</u>
Account 53620 - Motor Repairs				
244 - Bloomington Ford, INC	17 - #355 OSL turn signal issues		04/01/2021	141.00
244 - Bloomington Ford, INC	17-629 running light repair		04/01/2021	987.00
244 - Bloomington Ford, INC	17-638 repair nox sensor, coolant res		04/01/2021	1,691.11



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4474 - Ken's Westside Service & Towing, LLC	17-towing service		04/01/2021	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing service		04/01/2021	75.00
4474 - Ken's Westside Service & Towing, LLC	17-towing service		04/01/2021	225.00
4474 - Ken's Westside Service & Towing, LLC	17-towing service		04/01/2021	585.00
4474 - Ken's Westside Service & Towing, LLC	17-towing service		04/01/2021	50.00
4474 - Ken's Westside Service & Towing, LLC	17-battery cable bolt and nut		04/01/2021	101.38

Account 53620 - Motor Repairs Totals	Invoice 9	\$3,905.49
	Transactions	

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms	BC 2009-52	04/01/2021	38.41
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towel		04/01/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towel		04/01/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17- Uniforms	BC 2009-52	04/01/2021	18.23

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4	\$195.76
	Transactions	

Program 170000 - Main Totals	Invoice 99	\$88,638.44
	Transactions	

Department 17 - Fleet Maintenance Totals	Invoice 99	\$88,638.44
	Transactions	

Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 99	\$88,638.44
	Transactions	

Fund 804 - Insurance Voluntary Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990.1241 - Other Services and Charges Vision

3977 - Cigna Health & Life Insurance Company	12-March 2021 Cigna Dent/Vis Adm \$9,630.90		04/01/2021	7,584.90
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Account 53990.1241 - Other Services and Charges Vision Totals		Invoice 1 Transactions	\$7,584.90
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/18/2021	1,399.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/19/2021	326.03
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/22/2021	160.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/22/2021	305.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/22/2021	199.88
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/24/2021	1,331.50
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/25/2021	766.61
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/26/2021	26.54
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 8 Transactions	\$4,514.56
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City			
17785 - The Howard E. Nyhart Company, INC	12-City DDC	03/23/2021	385.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		Invoice 1 Transactions	\$385.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/18/2021	447.14
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/19/2021	307.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/22/2021	170.87
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/22/2021	131.56
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/22/2021	15.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/24/2021	50.00



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/25/2021	44.04
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/26/2021	157.88
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			Invoice 8	\$1,324.48
			Transactions	
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		03/25/2021	18,962.16
Account 53990.1283 - Other Services and Charges Health Savings Account Totals			Invoice 1	\$18,962.16
			Transactions	
Program 120000 - Main Totals			Invoice 19	\$32,771.10
			Transactions	
Department 12 - Human Resources Totals			Invoice 19	\$32,771.10
			Transactions	
Fund 804 - Insurance Voluntary Trust Totals			Invoice 19	\$32,771.10
			Transactions	
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016A - 2016 A Signal Modernization				
Account 54510 - Other Capital Outlays				
20 - Lochmueller Group, INC	07-17th & Dunn(Amend #1)_ Intersection Improvements	BC 2019-64	04/01/2021	1,496.60
Account 54510 - Other Capital Outlays Totals			Invoice 1	\$1,496.60
			Transactions	
Program 06016A - 2016 A Signal Modernization Totals			Invoice 1	\$1,496.60
			Transactions	
Program 06016B - 2016 B Ped/Signal/Intersection				
Account 54510 - Other Capital Outlays				
5409 - VS Engineering, INC	07- Sare Road Multiuse Path_Intersection Improvements Project (BC 2019-142	04/01/2021	18,755.72
3663 - WSP USA, INC	07-Sare Rd. Path & Intersections Project (Amend #1)-- Neil	BC 2019-46	04/01/2021	791.77
Account 54510 - Other Capital Outlays Totals			Invoice 2	\$19,547.49
			Transactions	



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Program 06016B - 2016 B Ped/Signal/Intersection Totals	Invoice 2	<u>\$19,547.49</u>
	Transactions	
Department 06 - Controller's Office Totals	Invoice 3	<u>\$21,044.09</u>
	Transactions	
Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 3	<u>\$21,044.09</u>
	Transactions	
Grand Totals	Invoice 377	<u><u>\$1,157,530.80</u></u>
	Transactions	

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/2/2021	Claims		HSA/WorkComp/MT & Gym/CIGNA		1,157,530.80
	BankFees Jan 2021				<u>1,157,530.80</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 **\$ 1,157,530.80**

Dated this 30th day of March year of 2021.

Dana Palazzo President	Beth H. Hollingsworth Vice President	Kyla Cox Deckard Secretary
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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 _____