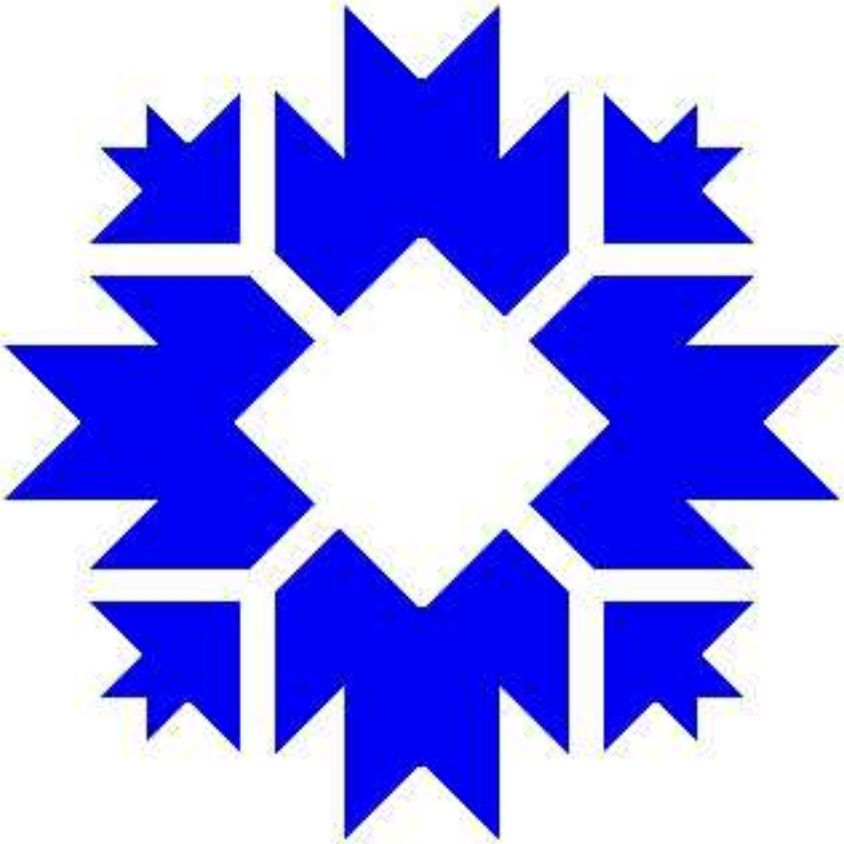
Board of Public Works Meeting

July 30, 2013



AGENDA
BOARD OF PUBLIC WORKS
(This Meeting May be Televised)

A Regular Meeting of the Board of Public Work to be Held Tuesday, July 30, 2013 at 5:30 p.m., in the City Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. APPROVAL OF MINUTES – July 16, 2013

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

V. HEARINGS FOR NOISE APPEAL

VI. OLD BUSINESS

1. **Resolution 2013-66: Request to Improve Public Right of Way in 300 Block of West 14th Street**

VII. NEW BUSINESS

1. **Request for Noise Permit for Hillbilly Haiku Americana Music Concert (Friday, 8/30)**
2. **Resolution 2013-69: Allow Itinerant Merchant to Operate in the Public Right of Way (Gimmie Sum Moe)**
3. **Approve Agreement for 17th & Arlington Utility Relocation Project**
4. **Award 2013 Pavement Markings Contract**
5. **Approve Addendum to Software Subscription Agreement Between City of Bloomington and T2 Systems**
6. **Action Regarding Notice of Violation Appeal for Allowing Property to Become Overgrown with Grass at 2611 East Roundhill Lane**

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. ADJOURNMENT

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, July 16, 2013 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

ROLL CALL

Present: Charlotte Zietlow
James McNamara
Frank Hrisomalos

City Staff: Susie Johnson – Public Works
Adrian Reid - Engineering
Justin Wykoff – Engineering
Maria McCormick - HAND
Jackie Moore – City Legal
Miah Michaelsen - ESD
Chris Smith – Public Works
Laurel Archer – Public Works

MESSAGES FROM BOARD MEMBERS

No messages

APPROVAL OF MINUTES

McNamara moved to approve the minutes from July 2nd, 2013. Hrisomalos seconded the motion. The motion passed. Minutes approved as submitted.

PETITIONS & REMONSTRANCES

None

TITLE VI ENFORCEMENT

1325 E Short Street

Maria McCormick with HAND stated 1325 E. Short Street has been ticketed for excessive growth. They are mowing around the house but not the front area. They were ticketed on June 19, June 16th, July 3rd and July 10th. The property is owned by Safeguard Properties and before that by a James Warler. All parties have been notified.

McNamara made a motion that staff be authorized to abate Title VI violation at 1325 E Short Street.. Hrisomalos seconded the motion. The motion passed. Staff authorized to abate the violation at 1325 E Short Street approve for abatement.

401 E. 2nd Street

Maria stated this property was ticketed for Trash violation on June 27, July 2nd, and July 9th. The photos showed a significant amount of trash along the back deck and the ground. Maria added they were initially cited for excessive growth and trash, but they have mowed; however, the trash has not been removed. Hrisomalos asked if it was

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owner occupied. Maria stated it is a rental professionally managed by one of the rental agencies in town. Zietlow asked who is notified of the violation. Maria stated a ticket is posted to the door of the property and then a ticket is mailed to the residents, the owner, and the management company. The owner for this property is in Illinois. Zietlow asked whose responsibility it is. Maria said sometimes it falls to the tenants, ultimately the landlords are contacted.

Zietlow asked who the bill for the abatement goes to. Maria stated it will go to the property owner, and it is her understanding the abatements are attached to the property owners.

McNamara made a motion to authorize staff to abate Title VI violations at 401 East 2nd Street. Hrisomalos seconded the motion. The motion passed. Staff authorized to abate the violation at 401 E 2nd Street.

HEARINGS FOR NOISE APPEALS

None

OLD BUSINESS

NEW BUSINESS

Request for Noise Permit for Wedding Event at Sycamore Shelter within Lower Cascades Park

Miah stated this is a noise permit request for a wedding in the Sycamore Shelter at Cascades Park on Friday the 13th. The event begins at 3:30 p.m. and ends at 10:00 p.m. They would like to play amplified stereo. Staff recommended approval for this noise permit.

McNamara made a motion the Noise Permit for wedding event at Sycamore Shelter within Lower Cascades Park on Friday, September 13th be approved. Hrisomalos seconded the motion. The motion passed. Noise permit approved.

Resolution 2013-64: Use of Public Street for the Bloomington Housing Authority Family Finance Day

Miah explained the Bloomington Housing Authority would like to close Summit Street between Monroe and 13th Streets on Wednesday, August 21, 2013 from noon until 8:00 p.m. to host a Family Finance Day for the Crestmont neighborhood. They will be hosting the eBus, a self-contained financial education classroom that has satellite technology, 12 work stations and internet connectivity which provides education and information on financial planning, resources and management. There will also be games and carnival type events. They anticipate about 400 residents to attend based on previous events they have had. Staff recommended approval.

McNamara made a motion to approve Resolution 2013-64: Use of

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Public Street for the Bloomington Housing Authority Family Finance Day on Wednesday, August 21st. Hrisomalos seconded the motion. The motion passed. Resolution 2013-64 approved.

Resolution 2013-65: Use of Public Street for I Fell Labor Day Weekend Arts Festival (Saturday, 8/31 through 9-1)

Miah stated this in a event that I Fell, LLC, which is at the corner of 4th and Rogers is having. They are requesting to close a portion of 4th Street from Rogers to Madison to do a Labor Day Weekend Arts Festival. They want to close the street beginning on Saturday at 8:00 am until 10:00 p.m. on Sunday. They will have art activities, food, and music. They have also asked for a Noise Permit as part of the event. The Board has previously approved them to host a First Friday event on July 5th, and August 2nd. They are doing great work to revitalize that area of downtown. Staff does support a Noise Permit until 10:00 p.m. on both evenings. Staff feels this will be an event that will draw folks.

Zietlow asked if this was the same weekend as the 4th Street Arts Fair. Miah stated it is the same weekend and an additional activity. Miah stated there is also the Community Arts Fair and Garlic Fair going on at Waldron Hill Buskirk Park, and this too will be an additional event. This will be a festival weekend in Bloomington. Miah explained staff has been in conversation with both 4th Street and the Community Arts Fair and Garlic Fest, as well as the Labor Day Weekend Arts Festival encouraging them to work together to cross promote their various events. Staff is working with all of them to coordinate their efforts, and again, to promote, not just the individual events but Labor Day weekend as a time to come experience activities in Bloomington.

McNamara made a motion to approve Resolution 2013-65: Use of Public Street for I Fell Labor Day Weekend Arts Festival on Saturday, August 31 and Sunday, September 1st. Hrisomalos seconded the motion. The motion passed. Resolution 2013-65 approved.

Resolution 2013-66: Request to Improve Public Right of Way in 300 Block of West 14th Street

Wykoff stated this request comes from Chris Sims who is asking permission to improve a public alleyway located in the 300 block of West 14th Street. Mr. Sims currently owns property located at 910 North Madison Street and has recently obtained a demolition permit and removed the previous structure located there. Wykoff added he included a copy of the UDO that states since this is in a core neighborhood he cannot have access from Madison Street, so an access would need to come from an alley. Mr. Sims has acknowledged that he will be responsible for constructing and paying for all the improvements to the alley. In the past the City has always supported alleys for access as that is there intended purpose. Staff

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supported the alley improvements as this is a platted public right of way. Also included in the Resolution is any tree removal within the public right of way follow the City of Bloomington Tree Ordinance as outlined in Bloomington Municipal Code Chapter 12.24. Wykoff also stated that all adjacent property owners have been notified. Hrisomalos and Zietlow asked if all neighbors are agreeable. Wykoff stated neighbors are present and will speak.

Zietlow asked what is the purpose of having an alley. Wykoff stated they are platted for access purposes. In the core neighborhoods, which this is, access is limited on main roads and encourage use of the alleyways.

McNamara asked for clarification that the UDO prohibits a cut off of Madison to the property. Wykoff stated yes.

Chris Sims introduced himself. He stated he and his wife, Stephanie own the property at 910 N. Madison. Mr. Sims stated the City discourages using Madison for access to the property. The public right of way has been platted and believed the intent was for people to use that for access to their property. Mr. Sims stated he understood he would have to pay for the improvements to the alley so he can use it for access.

McNamara asked how large the lot is. Sims believed it was around 66 feet wide by 132 feet deep.

Kathy Haggerty introduced herself. Haggerty explained where her property is in relation to Mr. Sims' request. She stated there are only two lots here, but three houses. She lives in the 300 block of West 14th. It was a small house, but has been added on to. Her yard is basically the alley. Haggerty stated if you go up Madison toward the rail road bridge there is quite a rise, and from 14th Street to the 13th Street alley there has always been water issues from Sims Poultry. Opening this alley would create a lot of water issues, as well as take most of her yard. Haggerty stated Mr. Sims bought the lot and bulldozed the house and took down every tree on the lot, and told her that was one of the few places left in Bloomington where you could bulldoze a house into the ground. Also, the area has been deforested. Between Mr. Sims lot and Sims Poultry is a paved alley. The people who lived at the property previously used the east/west alley between Sims Poultry and Mr. Sims lot. This alley is paved with a parking lot at the back of the house that was there. Mrs. Haggerty gave an alternative route for Mr. Sims to take to get out of his lot, rather than improve the alley and remove greenspace. Years ago Sims Poultry paved that alley and at one time owned the house that was there.

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Sims Poultry also built a parking lot at the back so people would have egress to their property. Haggerty stated she has talked with Mr. Sims and he says he has trouble pulling out onto Madison. Mrs. Haggerty stated behind her 14th Street house there is 46 feet of growth, weeds, and grass, and then there is pavement where seven Habitat houses were built. 13th Street is paved both ways, and is along Mr. Sims property. If the 46 feet of growth had some gravel, Mr. Sims would have a lane to get to the paved road, and have alternate egress out to Woodburn where there is a stop sign. Mrs. Haggerty believed Mr. Sims can have an alternate egress to his property without destroying greenspace and deforestation. Mrs. Haggerty also stated opening the alley would cause a hazard to pedestrians. Mrs. Haggerty was not in favor of this alley improvement. Mrs. Haggerty stated she has built a wall there to retain dirt and have a yard for the kids. Haggerty stated so many tress have been lost to construction in their neighborhood and she doesn't want to loose anymore.

Zietlow asked why 13th street could not be paved. Wykoff stated it could be paved.

Wykoff stated the Haggertys built the wall and planted trees in the City right of way without permission.

McNamara stated the request from Mr. Sims is to improve the already platted alley. Wykoff stated this is an existing platted alley. Wykoff stated staff feels much of the issues raised are self imposed. The walls that were built, trees that were planted, and fences constructed, all done by the Haggertys with no permission given by the City. Mr. Sims has followed the correct process to this point to make a legal request to improve the alley.

McNamara and Zietlow wondered why the access beside Sims Poultry would not work. Mr. Sims stated he is trying to avoid having to pull out onto Madison because it is a very busy street. Looking up toward the bridge on Madison, it is hard to see.

Mr. Sims stated the house was torn down because it was not livable. He will be building a nicer home and all the trees will be replaced. Mr. Sims added when he bought the lot he did not think it would be an issue to open up a public right of way, it was his understanding that is why they were platted.

Hrisomalos asked if he has the same concern about the parking on the street. Mr. Sims stated that could be any street in Bloomington where an alley comes out. Hrisomalos asked what type of parking

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arrangements are allowed on the street. Wykoff stated parking is currently allowed on the south side of 14th Street.

Zietlow stated she would appreciate an opportunity to go to the site and walk through it. Hrisomalos stated he would like to as well.

Becky Cantrell introduced herself. She lives four houses up from the alley on 14th Street. She supports Mrs. Haggerty. The access to this property has never been a issue before. She added 14th Street really is a hazard. She thinks 13th is a good access.

McNamara made a motion that Resolution 2013-66 be tabled. Hrisomalos seconded the motion. The motion passed. Resolution 2013-67 was tabled and will be put back on the agenda as soon as possible.

Resolution 2013-67: Use of Public Street for Banneker Block Party (Friday, 7/26)

Miah stated this request is to use Elm Street for the Banneker Center block party to wrap up their summer programs. They would like to close the 300 block of North Elm Street for the event to be held on Friday, July 26th from 3:00 to 8:00 p.m. The street will be closed to vehicular traffic from 2:00 to 10:00 p.m. for set up and tear down. This event is open to the public. It is free and includes food, music and games. This will allow kids that attended the summer program to show their projects to their families and neighbors. Staff recommended approval. This also includes a noise waiver.

McNamara made a motion to approve Resolution 2013-67: Use of Public Street for Banneker Block on Friday, July 26th. Hrisomalos seconded the motion. The motion passed. Resolution 2013-67 approved.

STAFF REPORTS & OTHER BUSINESS

Christina Smith read into the record the Outdoor Seating and Merchandising Permit the Board will be asked to sign.

Tracks at 415 E. Kirkwood Avenue, Permit #13-23

APPROVAL OF CLAIMS

McNamara moved to approve claims. Hrisomalos seconded the motion. The motion passed.

ADJOURNMENT

McNamara made motion to adjourn. Hrisomalos seconded the motion. The meeting adjourned at 6:23 p.m.

Accepted by:

_____

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Charlotte Zietlow, President

_____

James McNamara, Vice President

_____

Dr. Frank N. Hrisomalos, Secretary

Date: Attest to:

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Board of Public Works
Staff Report

Project/Event:	Res 2013-66 Request to Improve Public Right of Way in 300 Block of West 14th Street
Petitioner/Representative:	Chris Sims (owner of 910 North Madison Street)
Staff Representative:	Justin Wykoff
Agenda Date:	July 30, 2013

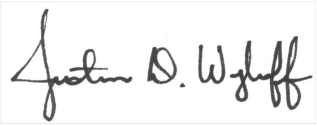
Report:

Chris Sims has requested permission to improve a public alleyway located in the 300 Block of West 14th Street. (see map) Mr. Sims currently owns property located at 910 North Madison Street and has recently obtained a demolition permit and removed the previous structure located there.

Planning Department (Pat Shay) has indicated that this property would not be allowed to have a drive directly off Madison Street due to the current Uniform Development Ordinance as the property is zoned Residential Core (CR);

20.05.072 a. (c) In cases where the side or rear setback area is accessible via an improved alley, no front yard drive or parking shall be permitted. The required parking area shall directly access the alley and be limited to twenty feet in depth and twenty feet in width. Any necessary determination concerning whether an alley allows for safe access shall be made by the city engineering department.

Recommendation and Supporting Justification: Staff recommends approval Resolution 2013-66 allowing the desired access to property using the existing and platted public right of way (alley), and that any tree removal within the public right of way follow the City of Bloomington Tree Ordinance as outlined in Bloomington Municipal Code Chapter 12.24.

Recommend ☒ **Approval** ☐ **Denial by** 

RESOLUTION 2013-66
BOARD OF PUBLIC WORKS
PUBLIC RIGHT OF WAY IMPROVEMENT AT 300 BLOCK OF WEST 14TH STREET

WHEREAS, Chris B. Sims, and Stephanie K. Sims own Lot #45, in Kenwood Addition to the City of Bloomington, known as 910 North Madison Street and plan to construct a new single family residence on said lot; and

WHEREAS, there exists an adjacent 12 foot wide unimproved north-south public right of way on the property's east border; and

WHEREAS, Chris B. Sims is requesting permission from the Board of Public Works to improve the unimproved north-south public right of way for ingress/egress to the back of said lot; and

WHEREAS, the City of Bloomington is not willing to vacate said alley, but does not object to Chris B. Sims improving the public right of way to be used as access to the property; and

NOW, THEREFORE, BE IT RESOLVED:

That the City of Bloomington Board of Public Works agrees not to initiate any legal action against Chris B. Sims or Stephanie K. Sims, hereinafter referred to as "Owners" regarding the improvements to a platted alley adjacent to Lot #45, in Kenwood Addition to the City of Bloomington as long as Owners agree that:

1. Owners comply with the requirements contained in the Bloomington Municipal Code, and acknowledge that this resolution does not relieve owner of any applicable zoning or other ordinances or statute that may apply to the property.

2. Owner will make improvements from 14th Street to a point adjacent to their property and no wider than twelve (12) feet. Improvements will be made under the direction of City of Bloomington Engineering, and shall at a minimum consist of the removal of 6 inches of topsoil, and the placement of 4 inches of #2 stone, then covered by 2 inches of #53 stone.

3. Owner will be responsible for all expenses involved in opening, surveying, improving, and maintaining the improved public right of way and will not be compensated by the City of Bloomington.

4. Owners agree that other adjacent property owners may utilize improved public right of way to access his or her property, and that parking shall not be allowed within the improved public right of way area.

5. The City and public utility companies retain the right to enter onto this right of way when, in their opinion, such entry is necessitated in order to maintain said right of way, or to perform other duties or functions for which entry on said right of way, in the opinion of the City or utility, is needed.

6. This Resolution shall be effective from the date of passage by the Board of Public Works and written acceptance by Owners. This resolution shall become void if said improvements are not constructed within one year of passage by the Board of Public Works.

BOARD OF PUBLIC WORKS	ACCEPTED AND AGREED TO
_____	_____
Charlotte Zietlow, President	Chris B. Sims, Owner
_____	_____
James McNamara, Vice Pres.	Stephanie K. Sims, Owner
_____	_____
Dr. Frank Hrisomalos, Member	Date:

State of Indiana)
) SS:
County of Monroe)

Before me, the undersigned, a Notary Public in and for said state, personally appeared Chris B. Sims, who acknowledged the execution of the foregoing instrument this _____ day of _____, 2013.

Witness my hand and official seal

_____
Notary Public

My Commission expires: _____
County of Residence: _____

State of Indiana)
) SS:
County of Monroe)

Before me, the undersigned, a Notary Public in and for said state, personally appeared Stephanie K. Sims who acknowledged the execution of the foregoing instrument this _____ day of _____, 2013.

Witness my hand and official seal

_____
Notary Public

My Commission expires: _____
County of Residence: _____

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, Chris B. Sims, and Stephanie K. Sims (hereinafter referred to as "RELEASORS") desire to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the right of way adjacent to 910 North Madison Street (north-south alley in 300 Block of West 14th Street), Bloomington, Indiana, which is operated and supervised by the RELEASEE's Board of Public Works, to be allowed to place stone on a portion of the right of way on the RELEASEE's property for ingress/egress to the back of that lot; and

WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such encroachment to be placed upon its property;

NOW, THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the RELEASORS, officers, directors, agents, employees, members, successors and assigns do hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property , and for the same consideration hereby agree to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other person and entities associated with the RELEASEE, for all bodily and person injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

RELEASORS hereby expressly agree that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

THE PARTIES, INTENDING TO BE BOUND, HAVE EXECUTED THIS RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

"RELEASORS"	"RELEASEE"
Chris B. Sims	City of Bloomington
Stephanie K. Sims	Charlotte Zietlow, President Board of Public Works

Justin Wykoff <wykoffj@bloomington.in.gov>

Chris Sims 910 N. Madison Alley improvment

Capitol Avenue Group <cag@bluemarble.net> Wed, Mar 13, 2013 at 11:16 AM
To: wykoffj@bloomington.in.gov

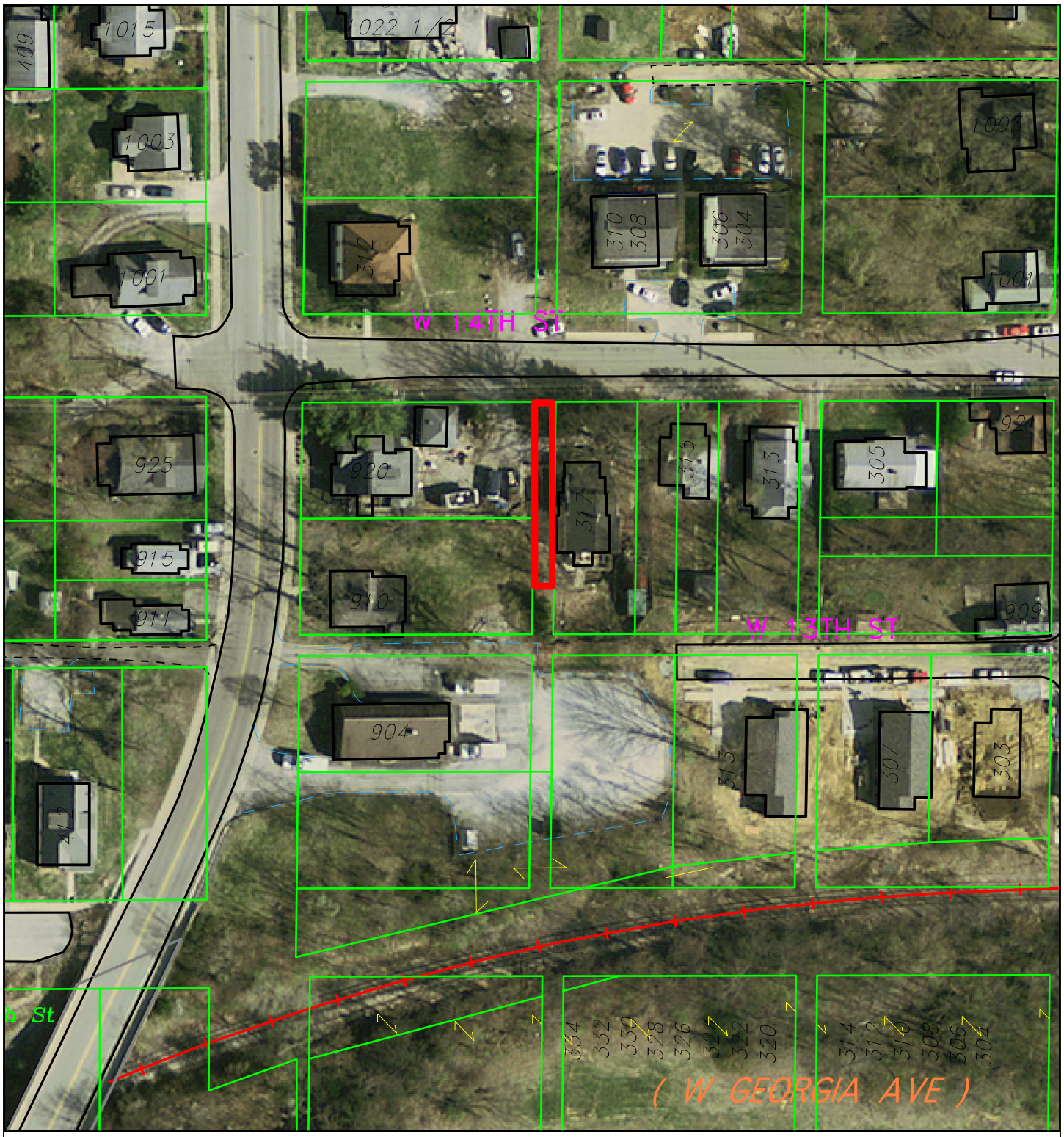
Justin,

As we discussed this morning, I would like to open the alley to the to the east of my property at 910 N. Madison. I am aware that all improvements will be done at my expense. It is my intention to build a house to use as my personal residence at this location and after careful review it appears that Madison St. does not provide ideal access because of the amount of traffic. Please feel free to call me if you have any questions about this request.

Thank you,

Chris Sims

812-327-6290



Alley Improvement Request

By: wykoffj
14 Mar 13

80 0 80 160 240

N

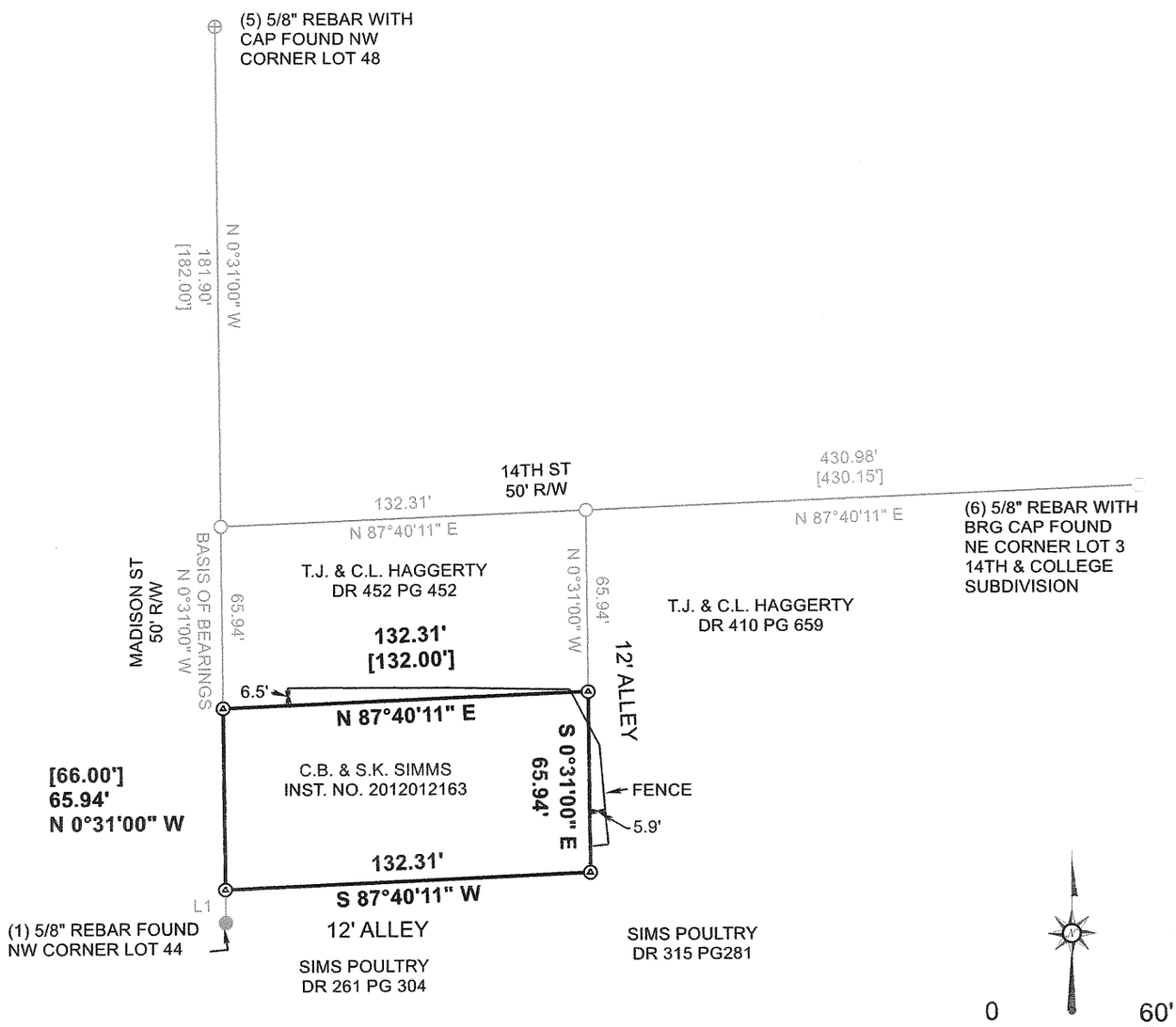
City of Bloomington
Engineering

Scale: 1" = 80'

For reference only; map information NOT warranted.

DAVID R. MEIER AND ASSOCIATES LAND SURVEYING
653 EAST PORTER RIDGE ROAD
SPENCER, INDIANA 47460
812-935-7628

RETRACEMENT SURVEY OF LOT 45 KENWOOD ADDITION
BLOOMINGTON, INDIANA
CLIENT: CHRIS SIMMS
JOB NO. 2013-027



LINE	BEARING	HORIZ DIST
L1	S0°31'00"E	12.00'

LEGEND	
○	CALCULATED
⊙	5/8" REBAR WITH MEIER CAP SET
⊕	5/8" REBAR WITH CAP FOUND
●	5/8" REBAR FOUND
⬡	5/8" REBAR WITH BRG CAP FOUND

DAVID R. MEIER REGISTERED NO LS 20800130 STATE OF INDIANA LAND SURVEYOR

DAVID R. MEIER LS20800130
I HEREBY CERTIFY THE SURVEY WORK PERFORMED ON THE PROJECT SHOWN HEREON WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL AND THAT ALL INFORMATION SHOWN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FILE NAME SIMMS KENWOOD ADD.TRV		
SCALE 60 Ft/In	DATE 4-11-2013	DRAWN BY DRM
JOB 2013-027	REVISION 1/1	SHEET 1/2

SUBJECT DEED: INST. NO. 2012012163

KENWOOD ADDITION LOT 45 RETRACEMENT SURVEY REPORT
JOB NUMBER 2013-027

In accordance with Title 865, Article1.1, Chapter 12, Sections 1 through 18 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the location and corners established on this survey as a result of:

A) AVAILABILITY AND CONDITION of referenced monuments;
B) DISCREPANCIES in the record descriptions and plats;
C) OCCUPATION or POSSESSION
D) RELATIVE POSITIONAL ACCURACY (Random errors in measurements)

FIELD WORK COMPLETION DATE:
All field work was completed on or before April 11, 2013.

PURPOSE:
A retracement survey was requested by Chris Simms on Lot 45 in Kenwood Addition in Bloomington, Indiana. All deeds are in the office of the Monroe County Recorder unless otherwise stated.

SURVEY METHODS:
All points and corners of this survey were established either by GPS observations or established through radials to points established by GPS observations.

REFERENCE SURVEYS:
1) The plat of 14th & College Subdivision found in Instrument Number 2010016078.

REFERENCE MONUMENTS:
1) A 5/8" rebar was found flush with the grade and held as the best evidence of the Northwest Corner of Lot 44.
5) A 5/8" rebar with cap was found 0.5' below grade and held as the best evidence of the Northwest Corner of Lot 48.
6) A 5/8" rebar with BRG cap was found 0.2' above grade at the Northeast Corner of Lot 3 per survey 1.

RECORD DISCREPANCIES:
None found.

OCCUPATION OR POSSESSION:
A fence was found to be up to 6' east of the east line of Lot 45. Then crosses on to Lot 45 in the northeast corner. Then is up to 6.5' north of the north line of Lot 45.

RELATIVE POSITIONAL ACCURACY:
The Relative Positional Accuracy (due to random errors in measurement) of the corners of the subject tract established in this survey is within specifications for a suburban survey (0.13 feet + 100 PPM) computed to be +/- 0.13 feet.

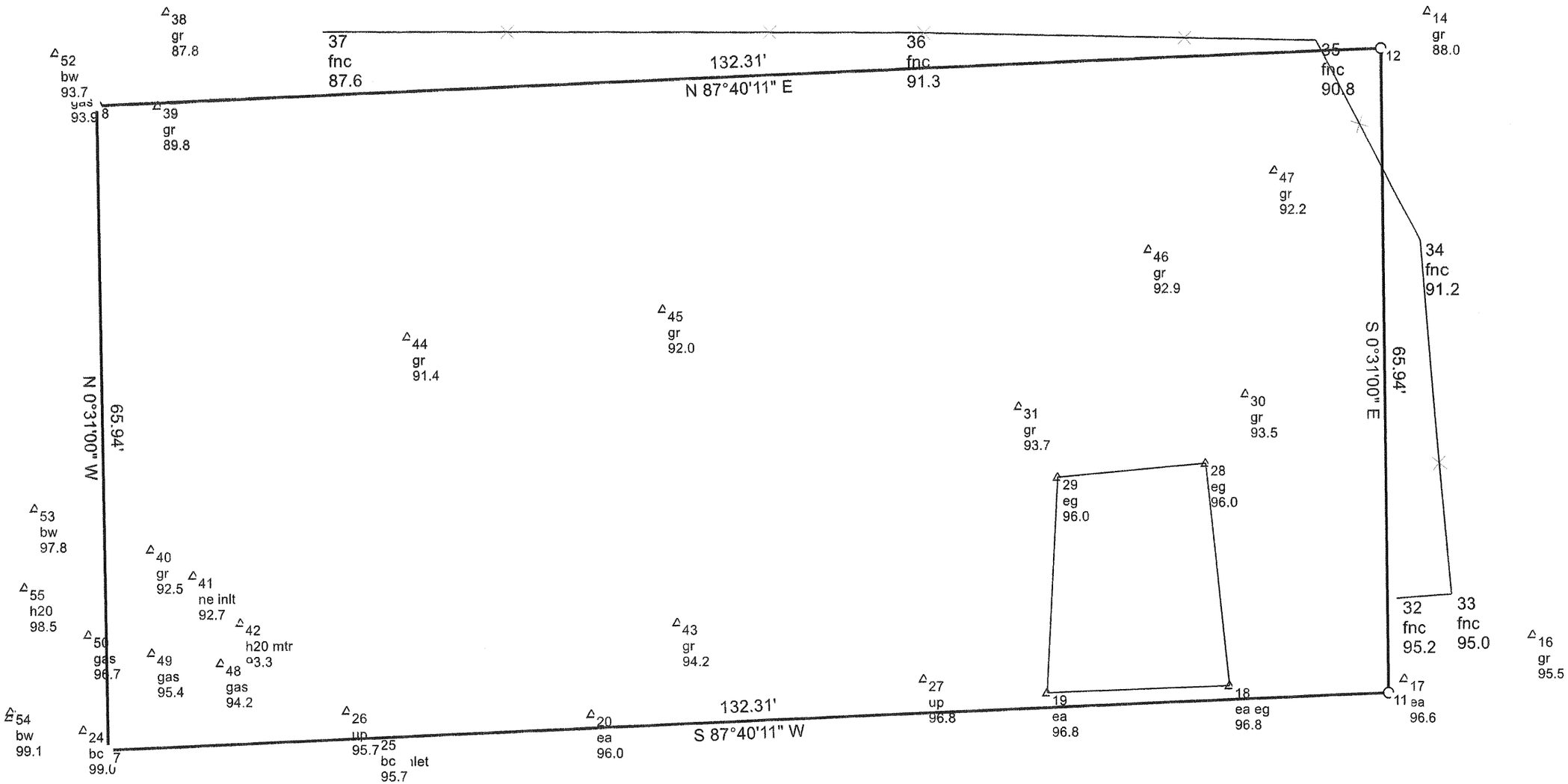
This survey was executed according to survey requirements contained in sections 1 through 18 of 865 IAC1-12. This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose. Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservations, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

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

David R. Meier LS20800130
April 11, 2013

DAVID R. MEIER
REGISTERED
NO
LS 20800130
STATE OF
INDIANA
LAND SURVEYOR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fnc
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WARNING
GAS PIPELINE

SUZUKI
GN125

Board of Public Works
Staff Report

Project/Event: Noise Permit for Hillbilly Haiku

Petitioner/Representative: Upland Brewing Company

Staff Representative: Miah

Meeting Date: July 30, 2013

Report: Upland Brewing Company is sponsoring the Hillbilly Haiku Americana Music Concert on their property, Friday, August 30. The event will be a fundraiser for Sycamore Land Trust.

The application requests that the permit be from 6:00 – 10:30 p.m.

The Department of Economic and Sustainable Development supports this event and recommends that the Board approve the permit to extend until 10:30.

Recommend **X Approval** ☐ **Denial** Miah Michaelsen

CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3418

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 Miah Michaelsen with any questions; (812) 349-3418 or michaelm@bloomington.in.gov

Event and Noise Information

Name of Event:	Hillbilly Haiku		
Location of Event:	Upland Brewing Co. 350 W. 11th St.		
Date of Event:	Friday August 30	Time of Event:	Start: 5 PM
Calendar Day of Week:	8-30-13		End: 10.30 PM
Description of Event:	outdoor Concert		
Source of Noise:	☒ Live Band ☐ Instrument ☐ Loudspeaker	Will Noise be Amplified?	☒ Yes ☐ No
Is this a Charity Event?	☒ Yes ☐ No	If Yes, to Benefit:	Sycamore Land Trust

Applicant Information

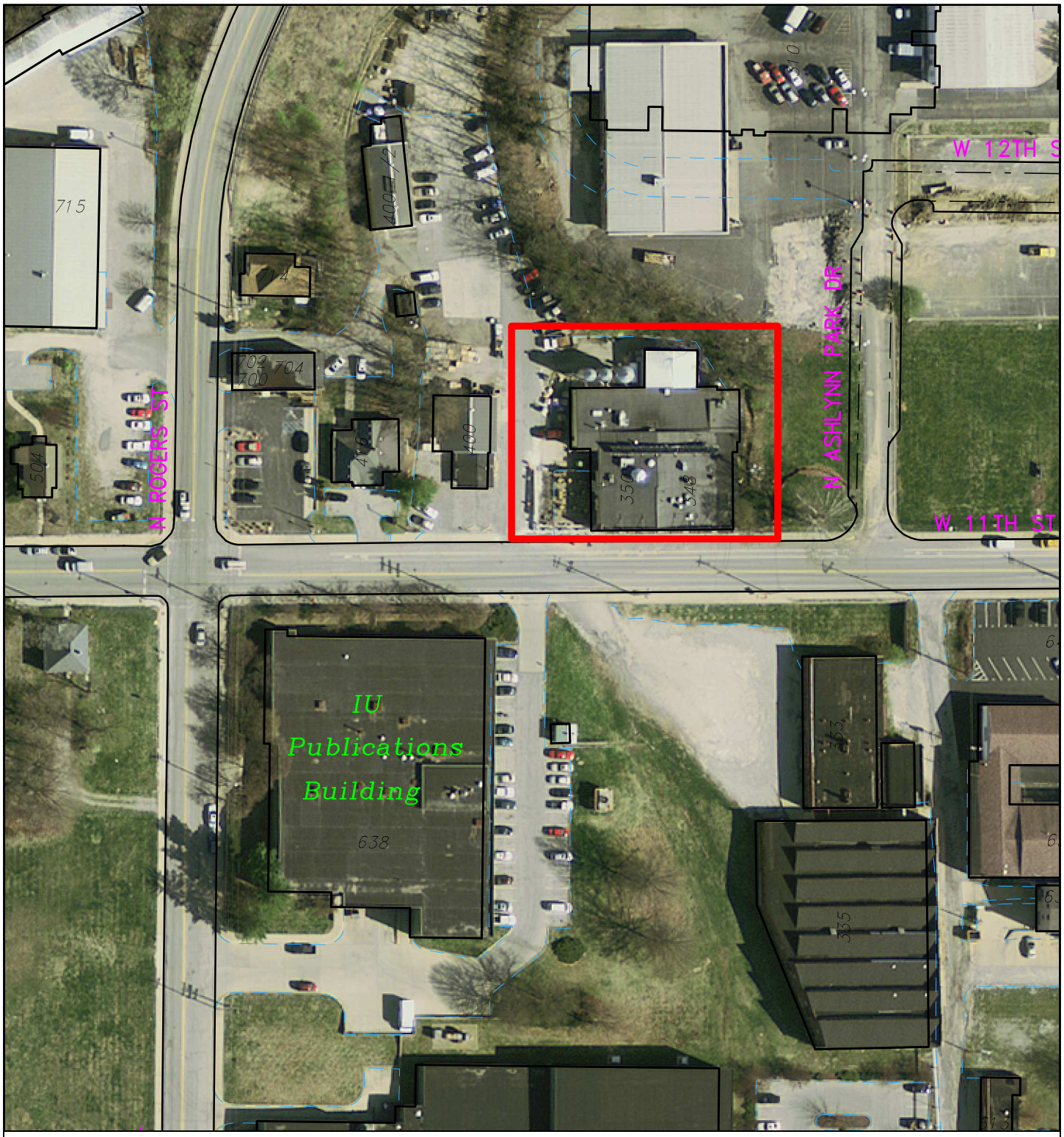
Name:	Andrea Lutz		
Organization:	Upland Brewing Co	Title:	Marketing Manager
Physical Address:	350 W. 11th Street		
Email Address:	andrea@uplandbeer.com	Phone Number:	812 336 2337 x 209
Signature:		Date:	7/11/13

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 waives the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President	James McNamara
Date	Dr. Frank N. Hrisomalos



Upland Brewing Company–Hillbilly Haiku Event

By: smithc
25 Jul 13

100 0 100 200 300

N

City of Bloomington
Public Works

Scale: 1" = 100'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Moises E. Cordon III – Gimmie Sum Moe, LLC

Staff Representative: Jason

Meeting Date: July 30, 2013

Moises E. Cordon III operator of Gimmie Sum Moe, LLC has applied for an Itinerant Merchant Permit. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food cart selling chips, beverages, tamales, hot dogs, pulled pork, tacos, among other things.

This application is for six months.

Staff is supportive of the request.

Recommend ☑ **Approval** ☐ **Denial by** Jason Carnes

RESOLUTION 2013-69
Itinerant Merchant Food Vendor in Public Right of Way
Moises E. Cordon III – Gimmie Sum Moe, LLC

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City streets, alleys, sewers, public grounds, and other City property; and

WHEREAS, Moises E. Cordon III ("Vendor") is desirous of using public on-street parking and sidewalks within the City of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

WHEREAS, Vendor has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works, or any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for one year beginning on the day that License is issued by the City _____, 2013 thru _____ 2014.

The following conditions attach to this approval:

1. Vendor agrees to maintain a clear five-foot path for pedestrians at all times.
2. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
3. Vendor will have obtained a valid Itinerant Merchant license issued by the City of Bloomington Controller's Office prior to operation on City property.
4. Vendor shall not conduct business on the same side of the street and within fifty (50) feet of a primary entry way into a ground level retail establishment which offers the same types of goods, wares, services, foods, or products.
5. Vendor shall honor parking restrictions as posted for any parking spot that they may utilize, but may not park in a street median strip or an alleyway.
6. Vendor shall locate his business a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, building entrance or walk-up window.
7. Vendor shall locate his business a reasonable distance from another mobile kitchen, food cart or food stand.
8. Vendor shall not locate his business in front of the primary entrance to a retail business, office building or church.
9. Vendor shall not locate his business on the following portions of the B-Line Trail:
   a) From the north side of Country Club Road to the south side of Dodds Street;
   b) From the north side of 2nd Street to the south side of 3rd Street; and
   c) From the north side of 4th Street to the south side of 6th Street.

10. Vendor shall not locate his business within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
    a) City of Bloomington Farmers' Market;
    b) City of Bloomington Holiday Market;
    c) The Taste of Bloomington;

d) Lotus World Music and Arts Festival;
e) The Fourth Street Festival;
f) Arts Fair on the Square;
g) Strawberry Festival;
h) Canopy of Lights;
i) Fourth of July Parade; and
j) Any other special events approved by the City Controller.

11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
12. Vendor shall not locate his business 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.
13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

This approval may be renewed by the Director of Public Works no more than once a year provided Vendor has complied with all conditions of this approval; complied with all applicable laws, ordinances, rules and regulations; and the City has received no valid complaints regarding Vendor's activities associated with this approval.

ADOPTED THIS_____DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2013-xx ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____
Moises E. Cordon III

Date: _____

CITY OF BLOOMINGTON
economic & sustainable development

Itinerant Merchant, Solicitor and Peddler License Application Checklist

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

License Length and Fee Information

Valid License:	◉ N/A	○	○	○	●	○
Length of License:	24 hours	72 hours	1 Calendar Week	30 Days	6 Months	1 Year
License Fee:	$15	$40	$75	$125	$175	$240

Applicant Information

Name: Moises E Cordon III
Title: Operator
Date of Birth: 02-20-1982
Physical Address: 748 E. Dillman Rd
City, State, Zip: Bloomington, IN 47401
E-Mail Address: moises.cordon@gmail.com
Phone Number: (219)707-3455
Mobile Phone: (219)707-3455

Corporate Contact Information

Name of Employer: Gimmie Sum Moe LLC
Physical Address of Employer: 748 E Dillman Rd
City, State, Zip: Bloomington, IN 47401
Phone Number of Employer: (812)360-6399

Employer is a:	◉ N/A Firm	● Limited Liability Corporation	○ Corporation	○ Partnership	○ Sole Proprietor

Description of product or service to be sold and any equipment to be used (You may attach additional information as needed): See Attachments

If applicable, a description of Motor Vehicle or Mobile Trailer to be used:
See Attachments
License Plate Number: TR164ALZ
Vehicle Identification Number (VIN): LN2ADC017CJ000371
Please attach two (2) pictures of the vehicle and trailer.

You Must Obtain the Following:

- [ ] Proof of insurance in accordance with the limits described in Section 4.16.070 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
- [x] 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.

You May Need To Obtain and Provide the Following (Staff will advise):

- [x] If you will be using, handling, selling or distributing food, you must submit a copy of the Monroe County Health Department permit and a Certified Food Handler Certificate.
- [ ] If you will conduct business in the City of Bloomington public right-of-way, you need to obtain a letter of approval from the Board of Public Works.
- [ ] If you will conduct business in or on property owned and/or managed by the City of Bloomington Parks and Recreation Department, you need to obtain a letter of approval from the Parks Department.
- [x] If your product or service will produce any type of spark, flame or fire in the course of your business, you need to submit a copy of a Permit for Open Burning issued by the City of Bloomington Fire Department.

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 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.

Name (printed): Moises Cordon III

Signature: Moises Cordon III

Date Release Signed: 07.17.2013

PUSHCART UNIT MENU

FOOD ITEM	SOURCE	HOW STORED	PREPARED	SERVED
Hot Dog	Sams club	Freezer/comm Fridge	Boil	
Italian Pulled Pork	Sams club farmers market	Fridge freezer	meat from Raw Cooked	
Skirt steak tacos	Highland farms	fridge freezer		
LeChon-Pulled Pork tacos	Sams club farmers market	fridge frezzer		
Chicken tacos	Sams club farmers market	Fridge frezzer		
Corn on the cob	Kroger	Fridge		
Cans of soda pop Water Bottles Gatorade	Sams club	Dry		
Bacon Jam	Sams club Kroger	Fridge		
Rice and Beans	Kroger	Fridge		
Salsa	Farmers market Kroger	Fridge		
Habanero Watermelon Lemonade	Kroger		commissary	

Prepared | Served

All products except Hotdogs, Chilli, Cheese, chips, Drinks will be made from Scratch at commissary. Half to serve, mainted Hot, other Half Rapidly Cold Stored in fridge (commissary). All meat products served at Proper temp of 135°f or Higher from Steam table. All cold items will be kept at proper temp of 41°f or below in ice cooler and Condiment Ice Bar. temps will be monitered.

PUSHCART UNIT MENU

FOOD ITEM	SOURCE	HOW STORED	PREPARED	SERVED
Bags of chips	Sams	Dry		
carmelized onions	farmes market kroger	Fridge/Freezer	Commissary	
tamale Pork	Sams Farmmarket	Fridge/Freezer		
tamale chicken	Sams Farmermarket	Fridge/Freezer		
tamale	Sams Farmermarket	Fridge/Freezer		
Hotdog chilli	Sams	Dry Can		
Cheese	Sams	Dry Can		

Equipment To Be Used

- Attached stainless steel grill
- Fully insulated cooler rated to hold ice for up to 5 days in 90 deg weather
- Attached condiment table that sits on a bed of ice or freezer gel packs
- A steam table that can accommodate various size pots with lids, to be used for steaming, boiling or cooking. All pans and lids carry the NSF mark. Sitting on triple commercial burners
- 4 stainless steel sinks with a hot and cold pressurized water system with no clog drains. 5 gallon clear water tank and a 7.5 gallon tank for waste water

Description Of Mobile Trailer To Be Used

- A manufactured all stainless steel cart that rests on a D.O.T highway approved heavy duty trailer with baked enamel finish.
- Includes stop, turn, and tail lights
- Wheel leveling jack and leveling posts are included for balance and stability
- Fully removable tow bar with a D.O.T approved 1 7/8 ball coupler and two safety chains

cart can also be seen at
http://bensarts.com/carts/the-big-dog-cart/

City of Bloomington
Fire Department
Fire Prevention Bureau

John Fernandez
Mayor

Bloomington Fire Department
P. O. Box 100
Bloomington, IN 47402

(812) 332-9763
(812) 332-9764 FAX
E-Mail: smiths@city.bloomington.in.us

Application For Open Burning

Location of Proposed Burn: to operate Food Cart. Grill & triple Burner for steam table
Date of Proposed Burn:
Starting: **AM/PM** **Ending** **AM/PM**

Owner of Property: Lauren Kinser (owner or cart)
Person Requesting Permit: Moises Cordon (operator)
Mailing Address: 748 E Dillman Rd
City: Bloomington **State:** IN **Zip:** 47401
Daytime Phone Number: (219) 707-3455

*Note: if application is not filled out by property owner, authorization from owner is required.

Moises E Cordon III 07.15.13
Signature **Date**

Office Use Only

Fire District: VARIOUS AREAS **Shift:** VARIOUS -
Captain: N/A **B.C. :** N/A

Application Status: ~~Approved~~ **Denied**

Authority: **Date:** 7-17-2013

This application is only valid if properly authorized. Open burning is only permitted during the time/date specified on this permit. The applicant agrees to conform to all requirements of the Indiana Fire Prevention Code as adopted by the City of Bloomington and to City Municipal Code Title 18.

White – Office Yellow - Station Pink – Requesting Party

Food Service Establishment

Monroe County Health Department
Bloomington, IN 47404-3989
812-349-2542

MOBILE

GIMMIE SUM MOE
748 E. DILLMAN ROAD
BLOOMINGTON, IN 47401

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

Issued JUL 12 2013

By Thomas W Shapiro

2013

Expires 1/31/14

This License Is Not Transferable to Another Individual or Location

Certified Professional Food Manager

designation has been conferred upon

MOISES E CORDON

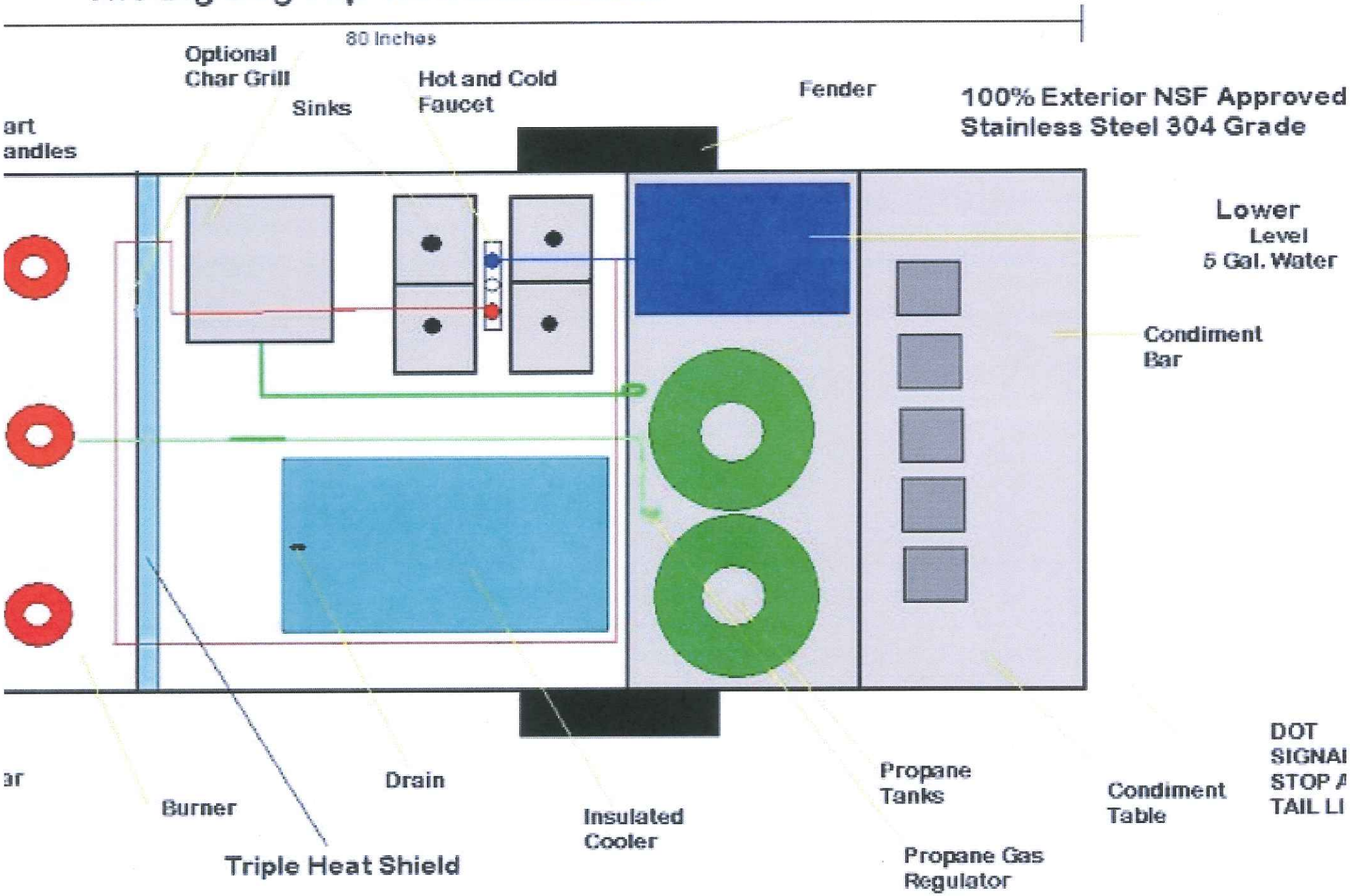
who has met all the professional requirements for certification in food service safety and sanitation.

Exam 0801 Recognized By Conference For Food Protection

Bonnie Miller, Test Development, Food Safety Programs

Certificate No: 1732061
Exam Date: 10/20/12
Test Code: 6203040801
Certificate expires no later than: 10/20/17

The Big Dog Top View Schematics



Board of Public Works
Staff Report

Project/Event:	17th & Arlington Roundabout Project MOU between City of Bloomington Utilities and Board of Public Works for payment of utility relocation costs
Petitioner/Representative:	n/a
Staff Representative:	Adrian Reid
Date:	07-30-2013

Report:

The 17th & Arlington Roundabout Project is scheduled for a bid letting through INDOT on January 15, 2014. Significant relocation work for City of Bloomington Utilities is required because the project takes place in proximity to a regional booster station and a sewer lift station. Because CBU is a municipally owned utility, the relocation costs are eligible for federal funding through the Bloomington/Monroe County MPO (80-20 match). This MOU establishes that CBU will pay the 20% share of the cost of the utility relocation work contained in the construction contract. Attached in this report are a memo to the Utility Service Board and the MOU for the Board's approval.

Recommendation and Supporting Justification: Staff recommends approval this MOU with Utility Service Board.

Recommend ☒ **Approval** ☐ **Denial by** _____

MEMORANDUM

TO: Utility Service Board members

FROM: Jane Fleig, P.E.

DATE: July 24, 2013

RE: Relocation of Utilities Required for the 17th Street & Arlington Road Roundabout Project

I wanted to provide a brief explanation of the two documents included for your action in the July 29th Board packet. I will present the materials and be available to answer questions at that meeting.

As you will recall, the Department of Public Works (DPW) has been working with a consultant to prepare plans to reconstruct the intersection of 17th Street and Arlington Road, and this will require the relocation of some of our large diameter water mains as well as sanitary sewer infrastructure. The City of Bloomington Utilities (CBU) contracted with the same consulting firm to prepare utility relocation plans and the work will be incorporated into the bid for the project. Since the project is partially funded by the Federal Highway Administration, the Indiana Department of Transportation (INDOT) will solicit bids, award the contract and oversee the construction. As with all roadway projects, Indiana law requires that any utility located in the right-of-way must bear the cost of relocating to accommodate a roadway project. However, INDOT's policy is that it will pay 80% of the cost of relocation for any municipally-owned utility, so CBU's share of the cost for this project is 20%. The documents to be considered include estimates of the relocation cost, but the amount to be paid will be based on the actual contract cost.

The first document is INDOT's standard "City/County Utility Reimbursement Agreement" that must be executed for INDOT to include the utility relocation work in the construction contract. The language included with the document is a little different than we typically use, but it is their standard form and has been reviewed and approved by City Legal. The parties to the Agreement are CBU and the City Department of Public Works ("DPW") which is the "Local Public Agency" ("LPA") that INDOT deals with for the purpose of this project. Basically, the Agreement assures INDOT the LPA is prepared to pay its share of the utility relocation work, which will be 20% of the cost of the actual work. (The document refers to 100% of the cost of testing, inspecting and relocating, but that actually refers to the percentage of the costs that quality for reimbursement, and the reimbursement will be 80% of that cost so the LPA's share is 20%.) As Exhibit B indicates, the total agreement is in the estimated amount of $891,000 and indicates CBU will be responsible for an estimated $178,200, while the LPA will bear the remaining $715,800 using Federal Funds. So the DPW will tender to INDOT the 20% share of the cost of CBU utility relocation, and those funds will come from CBU, and that is the subject of the second document, the Memorandum of Understanding.

The MOU between CBU and DPW which was prepared by City Legal is similar to previous agreements between CBU and DPW for INDOT-funded projects that required CBU utility

relocation work, e.g., W. 3rd Street, S. Rogers St., etc. It provides that CBU will be responsible for 20% of the relocation costs for CBU's infrastructure and will issue payment to DPW once the bids have been received so that DPW can pay those funds to INDOT. The total agreement is in the estimated amount of $885,000 and indicates CBU will be responsible for an estimated $177,000. Once the project has been bid and a contract awarded, we will bring a claim for payment of CBU's 20% share to the USB for its approval.

Both documents base the costs on the Engineer's estimate we received from our consulting firm in March and final costs will be based on the bids received for the work and possible addenda to the construction contract. You will notice there is a discrepancy of about $6,000 between the two documents at to total estimated cost of the relocation work. This is because the relocation of a sanitary sewer lateral has been included on the utility relocation plans to ensure the work conforms to our construction specifications, but this is not an expense that is to be borne by CBU. Sewer laterals are private but the cost to relocate them is typically borne by the entity funding the road reconstruction project (in this case, FHA and DPW). DPW is aware of this and will be including this in their share of project cost.

I hope this adequately explains the two agreements we are presenting and look forward to any questions you may have.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON UTILITIES
AND THE CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS
FOR PAYMENT OF COSTS FOR
RELOCATION OF UTILITIES REQUIRED FOR THE
17TH STREET AND ARLINGTON ROAD ROUNDABOUT PROJECT

WHEREAS, the City of Bloomington, Indiana ("City"), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established a Department of Public Works ("DPW") which acts by and through its Board of Public Works ("BPW"), and a City of Bloomington Utilities ("CBU") which acts by and through its Utilities Service Board ("USB"); and,

WHEREAS, the City DPW is engaged in the design and construction of certain improvements of the 17th Street and Arlington Road intersection, including construction of a roundabout, as part of a project that is partially funded by the Federal Highway Administration ("FHA"), and DPW is the Local Public Agency ("LPA") for the project; and,

WHEREAS, the FHA will pay 80% of the cost of construction of said roadway improvements, and the DPW will pay the remaining 20% of those costs; and,

WHEREAS, it will be necessary to relocate CBU-owned water and sanitary sewer infrastructure to accomplish this project, and the FHA will pay 80% of the cost of said relocation, and CBU will be responsible for 20% of the cost of said relocation; and,

WHEREAS, the Indiana Department of Transportation ("INDOT") will solicit bids, award the contract, supervise the construction of the project, and act as liaison agent between the DPW and the FHA; and,

WHEREAS, once bids are received and a contract is awarded INDOT will invoice DPW for the 20% share of both the roadway improvements and the utility relocation costs for the project since DPW is the LPA for the project, and these amounts must be paid in full to INDOT prior to INDOT's issuance of a notice to proceed on the project; and,

WHEREAS, CBU must pay its share of the utility relocation costs to DPW to be tendered to INDOT along with DPW's share of the roadway construction costs; and,

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

1. A set out in Exhibit "A" attached hereto, the estimated cost of relocating CBU's facilities has been set at $891,000.00 minus $5,805.00 which is a utility cost for which CBU is not responsible, leaving estimated relocation costs for CBU's infrastructure of $885,000.00, 20% of that estimate equaling $177,000.00, however CBU will be responsible for 20% of the cost of the actual work paid by INDOT to the Contractor pursuant to the contract and any addenda to the

contract for CBU's utility relocation work; and,

2. DPW will keep CBU apprised of the bidding process and inform CBU of the amount included by the successful bidder which is attributable to the cost of CBU utility relocation work.

3. CBU will promptly process payment to DPW of 20% of the amount included by the successful bidder for CBU utility relocation work by presenting a claim for that amount to the USB for its approval, so that DPW can receive the payment from CBU and include that amount in the payment it makes to INDOT.

IN WITNESS WHEREOF, the parties hereto have executed this *Memorandum of Understanding* this _____ day of July, 2013.

CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD

_____
L. Thomas Swafford, President

Date signed:_____

Attest:

_____
Efrat Feferman, Secretary to the Board

Date signed:_____

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS

_____
Charlotte Zietlow, President

Date signed:_____

_____
James McNamara, Vice-President

Date signed:_____

_____
Dr. Frank N. Hrisomalos, M.D., Secretary

Date signed:_____

EXHIBIT "A"

W. 17th St. and Arlington Rd. Roundabout Construction

Water and Sewer Opinion of Probable Construction Costs

18-Mar-13

WATER

ITEM NUMBER	ITEM DESCRIPTION	ITEM UNIT	QTY	UNIT COST	ITEM COST
202-96133	PIPE, REMOVE, WATER MAIN, 24 IN.	LFT	568	$17.00	$9,656.00
202-96133	PIPE, REMOVE, WATER MAIN, 16 IN.	LFT	475	$9.00	$4,275.00
202-96133	PIPE, REMOVE, WATER MAIN, 8 IN.	LFT	253	$2.00	$506.00
715-02532	VALVE WITH BOX, RESTRAINED, GATE, DUCTILE IRON, 8 IN	EACH	1	$1,575.00	$1,575.00
715-04597	WATER SERVICE, LINE ADJUST, COMMERCIAL, COPPER	EACH	1	$2,625.00	$2,625.00
715-04598	WATER SERVICE, LINE ADJUST, COMMERCIAL, PVC	EACH	1	$2,783.00	$2,783.00
715-04926	VALVE WITH MANHOLE, RESTRAINED, BUTTERFLY, DUCTILE IRON, 24 IN.	EACH	3	$12,600.00	$37,800.00
715-04995	LINE STOP, 24 IN	EACH	2	$21,420.00	$42,840.00
715-04995	LINE STOP, 16 IN	EACH	1	$16,380.00	$16,380.00
715-04995	LINE STOP, 8 IN	EACH	1	$7,560.00	$7,560.00
715-07794	WATER MAIN CONNECTIONS, TYPE "B", 8 IN.	EACH	1	$7,350.00	$7,350.00
715-07794	WATER MAIN CONNECTIONS, TYPE "A", 16 IN.	EACH	1	$2,625.00	$2,625.00
715-07794	WATER MAIN CONNECTIONS, TYPE "B", 16 IN.	EACH	1	$26,460.00	$26,460.00
715-07794	WATER MAIN CONNECTIONS, TYPE "A", 24 IN.	EACH	3	$5,670.00	$17,010.00
715-07794	WATER MAIN CONNECTIONS, TYPE "B", 24 IN.	EACH	1	$11,550.00	$11,550.00
715-07806	PIPE STEEL CASING, 36 IN	LFT	84	$412.00	$34,608.00
715-09977	PUMP, BOOSTER STATION, MODIFICATION	LSUM	1	$26,565.00	$26,565.00
715-11571	WATER MAIN, DUCTILE IRON, 8 IN	LFT	346	$89.00	$30,794.00
715-96669	WATER MAIN, DUCTILE IRON, 16 IN	LFT	391	$175.00	$68,425.00
715-97419	WATER MAIN, DUCTILE IRON, 24 IN	LFT	1076	$309.00	$332,484.00
715-99999	RESTRAIN EXISTING JOINT, WATER MAIN, 8 IN. (UNDISTRIBUTED)	EACH	3	$3,150.00	$9,450.00
715-99999	RESTRAIN EXISTING JOINT, WATER MAIN, 16 IN. (UNDISTRIBUTED)	EACH	6	$4,200.00	$25,200.00
715-99999	RESTRAIN EXISTING JOINT, WATER MAIN, 24 IN. (UNDISTRIBUTED)	EACH	15	$5,250.00	$78,750.00
720-44010	CASTING, WATER VALVE, FURNISH AND ADJUST TO GRADE	EACH	0	$0.00	$0.00
720-94840	CASTING, WATER VALVE, ADJUST TO GRADE	EACH	2	$273.00	$546.00
720-96999	FIRE HYDRANT ASSEMBLY	EACH	2	$5,250.00	$10,500.00
720-97009	FIRE HYDRANT ASSEMBLY, REMOVE	EACH	2	$1,061.00	$2,122.00
				Subtotal	$810,439.00
				Mobilization (5%)	$40,521.95
				Total Water(Rounded)	**$851,000.00**

EXHIBIT "A"

W. 17th St. and Arlington Rd. Roundabout Construction
Water and Sewer Opinion of Probable Construction Costs
18-Mar-13

SEWER

ITEM NUMBER	ITEM DESCRIPTION	ITEM UNIT	QTY	UNIT COST	ITEM COST
202-96133	PIPE, REMOVE, SANITARY SEWER, 8 IN.	LFT	28	$16.00	$448.00
202-96133	PIPE, REMOVE, SANITARY SEWER, 6 IN.	LFT	155	$2.00	$310.00
715-02181	SANITARY SEWER SERVICE ADJUSTMENT	LFT	0	$135.00	$0.00
715-05408	PIPE SANITARY SEWER 8 IN	LFT	28	$168.00	$4,704.00
715-07806	PIPE STEEL CASING, 16 IN	LFT	14	$207.00	$2,898.00
715-98961	FORCE MAIN, SANITARY, 6 IN	LFT	229	$78.00	$17,862.00
715-99999	RESTRAIN EXISTING JOINT, FORCE MAIN, 6 IN. (UNDISTRIBUTED)	EACH	1	$525.00	$525.00
720-44000	CASTING, ADJUST TO GRADE	EACH	2	$420.00	$840.00
720-45605	STRUCTURE, MANHOLE, RECONSTRUCTED	LFT	7	$675.00	$4,725.00
				Subtotal	$32,312.00
				Mobilization (5%)	$1,615.60
				Total Sewer(Rounded)	**$34,000.00**

TOTAL (Rounded)	**$885,000.00**

Estimate of Total Utility Relocation Cost to be Borne by Utility	$177,000.00
Estimate of Total Utility Relocation Cost to be Borne by FHA	$708,000.00
Total	$885,000.00

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT

Agreement Amount $891,000.00 Des No. 0900216

Agreement Type Work In-Contract Project No. 0900216

Work Description Water and Sanitary Relocation Road 17th Street

County Monroe

THIS AGREEMENT, made and entered into this _____ day of _____

20____, by and between City of Bloomington Utilities

600 Miller Drive

Bloomington, Indiana 47402

(hereinafter referred to as the "Utility"), and City of Bloomington Division of Public Works, 401 North Morton Street, Suite 130, Bloomington, Indiana 47402

Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

WITNESSETH:

WHEREAS, the Local Public Agency desires to improve and/or maintain the condition of the above referenced road and has determined that the construction designated by the above project number (hereinafter referred to as the "project") is necessary for the improvement and/or maintenance of the roadway;

WHEREAS, the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as "INDOT") has agreed to recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, INDOT will advertise for bids for construction of the project, award the contract, supervise the construction of the project and act as liaison agent for the Local Public Agency with the Federal Highway Administration;

WHEREAS, the project will require certain adjustments, removals, alterations and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A", attached hereto and incorporated by reference;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide), dated December 9, 1991, and 23 CFR 645 Subpart A, incorporated by reference, in order to receive reimbursement for the costs of the adjustments, removals, alterations and/or relocations of the existing facilities of the Utility;

WHEREAS, it is in the best interests of the Utility and the Local Public Agency, for the Utility to make the necessary utility adjustments, removals, alterations and/or relocations of its existing facilities as shown on Exhibit "A" or be made by a contractor paid under the contract let by INDOT.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANT HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION 1 – PREPARATION OF RELOCATION PLANS FOR INDOT'S CONSTRUCTION CONTRACT

The Utility shall prepare, or cause to be prepared, all plans, specifications and a preliminary itemized cost estimate, for relocation of the Utility's facilities that need to be relocated in order to construct INDOT's project. INDOT's construction contract will require the contractor, which is awarded the contract, to list the Utility as an additional named insured. In addition, INDOT's construction contract will provide that the Utility is a third-party beneficiary with respect to the relocation work. No changes to the plans or specifications for relocation of the Utility's facilities shall be made without the written approval of the Utility. INDOT will prepare the final engineer's estimate for the construction contract.

SECTION 2 – AWARDING OF CONSTRUCTION CONTRACT

INDOT will advertise one (1) contract for bids which includes the plans and specifications for relocation of the Utility's facilities and INDOT's plans and specifications for INDOT's project. Upon receipt of an acceptable bid in accordance with State law, INDOT will award a contract for construction of the work. The Utility agrees to have the contractor to whom INDOT awards the contract relocate the Utility's facilities.

SECTION 3 – CONSTRUCTION TESTING AND INSPECTION

INDOT will provide, or cause to provide, construction inspection and testing services to monitor the contractor's relocation of the Utility's facilities. The Utility may inspect, at its own cost, the relocation of the Utility's facilities. The Utility shall timely advise INDOT, in writing, of any deficiencies that are observed. Prior to INDOT's final acceptance of the construction contract, the Utility shall make an inspection of the

Utility's relocation work and advise INDOT in writing of the Utility's acceptance thereof. Such acceptance shall not be unreasonably withheld.

SECTION 4 – SUBORDINATION OF RIGHTS

The existing facilities are located on public right-of-way. If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this agreement, shall subordinate the Utility's rights herein to those of the Local Public Agency in the roadway right-of-way by executing an individual subordination agreement.

SECTION 5 – REIMBURSEMENT

(a) 0 % of the cost to design and prepare construction plans, specifications and preliminary itemized cost estimate for relocation of the Utility's facilities shall be borne by the Local Public Agency.

(b) 100 % of the cost to provide testing and inspection services for relocation of the Utility's facilities shall be borne by the Local Public Agency.

(c) The Local Public Agency shall bear 100 % of the cost of relocating the Utility's facilities. (See exhibit "B").

The cost of relocation of the Utility's facilities (provided for in (c)) shall equal the amount paid by INDOT to the contractor (based upon the actual units of work performed at the unit prices set out in the contractor's itemized proposal or extra work agreement), selected in accordance with the procedure in Section 2.

The estimated cost of relocation is $891,000.00(See Exhibit "B" for an itemized estimate of all anticipated costs, including but not limited to, materials, labor, and equipment costs.)

The estimated cost of non-reimbursable relocation work to the utility's facilities is $ 0.00 . The Utility has appropriated, duly made and entered of record, the sum of $ 0.00 to apply to the cost of the project. A copy of the Utility's official record wherein such appropriation was made is attached as Exhibit "C". If the amount to be contributed by the utility is zero then no Exhibit "C" is attached.

SECTION 6 – COMPLETION OF PROJECT

Upon final acceptance of the contractor's work (the construction contract) by INDOT, the Utility shall be responsible for maintenance, repair, and/or reconstruction of the Utility's facilities.

SECTION 7 – WAIVER

In consideration for INDOT's and/or the Local Public Agency's participation in this contract, the Utility waives any claim, demand, or expectation it may have in the

future against INDOT based upon any negligent omission and/or commission by INDOT's contractor performing the relocation of the Utility's facilities.

SECTION 8 – PAYMENTS

Within forty-five (45) days after the contract is awarded, the Utility shall pay INDOT a sum equal to one hundred percent (100%) of the Utility's share of the bid price for construction as stated above in Section 5. If an Advice of Change Order (AC) is approved which increases the Utility's share of the project cost, the Utility shall pay INDOT within thirty (30) days a sum equal to one hundred percent (100%) of such increased cost. If the Utility's share is less than the amount the utility has contributed, then INDOT will refund the difference within thirty (30) days.

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20

SECTION 9 – BINDING UPON SUCCESSORS OR ASSIGNS

This Agreement shall be binding upon the parties and their successors and assigns.

SECTION 10 – GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the State has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation or the State.

SECTION 11 – INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this Agreement, and the terms or provisions of this Agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 12 – BUY AMERICAN CERTIFICATION

The Utility agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of Indiana Code 5-16-8-1, et al. and 23 CFR 635.410.

IN WITNESS HEREOF the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTLITY:

_____
(Utility Name)

_____
(Signature of Officer)

_____
(Officer's Name, Printed or Typed)

_____
(Officer's Position)

ATTEST:

_____
(Secretary of Utility-Signature)

_____
(Secretary's Name, Printed or Typed)

ACKNOWLEDGEMENT

State of _____ County of _____ SS:

Before me, the undersigned Notary Public in and for said County and State, personally

appeared _____
(Names and offices of signers of Utility)

_____
(Name of Utility)

and acknowledged the execution of the foregoing contract on this ____day of _____

20___.

Witness my hand and seal the said last day.

My Commission Expires _____

_____
(Signature)

_____
(Seal)

_____
(Printed or Typed) (Notary Public)

FOR:

_____
(Name of Local Public Agency)

BY:

_____

_____
(Typed or Printed Name)

_____

_____
(Typed or Printed Name)

_____

_____
(Typed or Printed Name)

ACKNOWLEDGEMENT

State of Indiana, County of _____, SS:

Before me, the undersigned Notary Public in and for the County and State, personally appeared _____

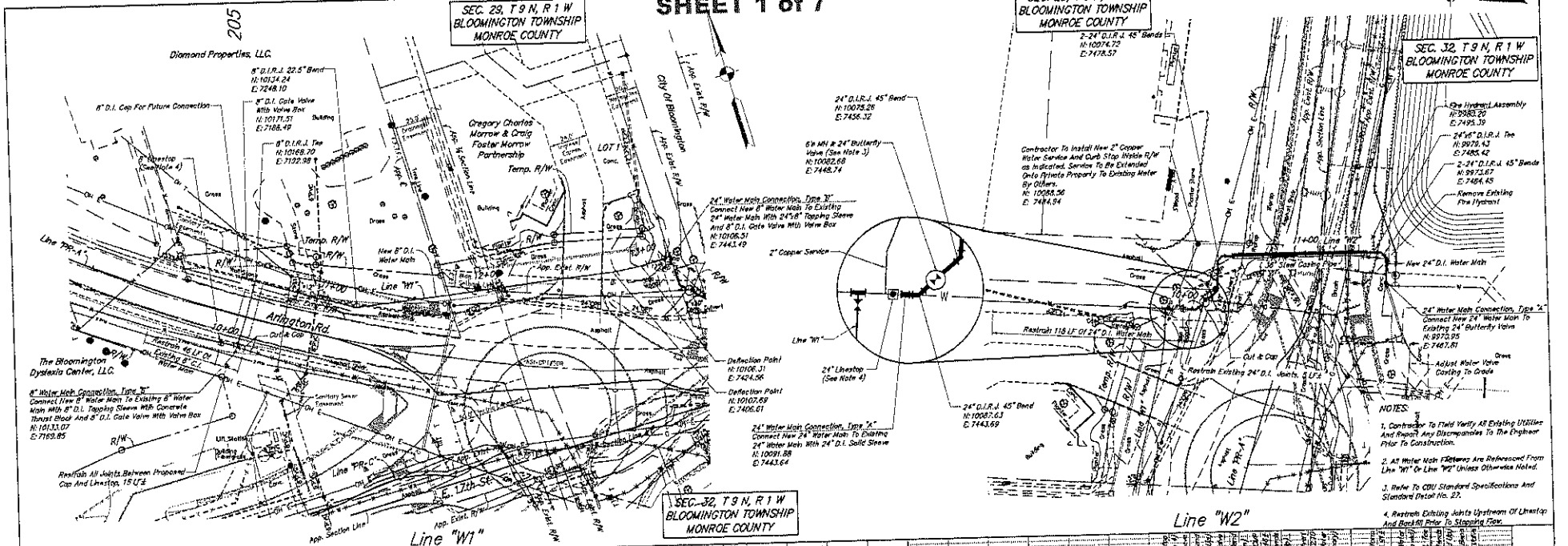
and acknowledged the execution of the foregoing contract on this _____ day of _____ 20____.

My Commission Expires _____ _____
(Signature)

_____ _____
(seal) (Printed or Typed) (Notary Public)

This document prepared by: _____

EXHIBIT "A"
SHEET 1 of 7



NOTES:

1. Contractor To Field Verify All Existing Utilities And Report Any Discrepancies To The Engineer Prior To Construction.
2. All Water Main Features Are Referenced From Line "W1" Or Line "W2" Unless Otherwise Noted.
3. Refer To CBU Standard Specifications And Standard Detail No. 27.
4. Restrain Existing Joints Upstream Of Linestop And Backfill Prior To Stopping Flow.

LEGEND

x x x x Pipe Removal or Abandonment

RECOMMENDED FOR APPROVAL ____ DESIGN ENGINEER ____ DATE	INDIANA DEPARTMENT OF TRANSPORTATION	HORIZONTAL SCALE 1" = 30'	BRIDGE FILE N/A
DESIGNED: RDH DRAWN: PJT	PLAN AND PROFILE WATER MAIN RELOCATION	VERTICAL SCALE 1" = 10'	DESIGNATION NO. 0900218
CHECKED: JWC CHECKED: RDH		SURVEY BOOK	SHEETS 1 of 90
		CONTRACT	PROJECT NO. 0900218

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EXHIBIT "A"
SHEET 2 of 7

SEC. 29, T 9 N, R 1 W
BLOOMINGTON TOWNSHIP
MONROE COUNTY

Fire Hydrant Assembly, Extend Existing 6" Lead From Existing Valve To New Hydrant Location N: 10057.61 E: 6896.78

The Bloomington Dyslexia Center, LLC.

24" Water Main Connection, Type "A" Connect New 24" Water Main To Existing 24" Water Main With 24" Solid Sleeve N: 10016.30 E: 6987.95

24" Linestop (See Note 4)

Restrain 15 LF Of Existing 24" D.I. Water Main

6'x' MH & 24" Butterfly Valve (See Note 3) N: 10016.29 E: 6993.03

Sampling Station To Be Relocated By Others

2-24" D.I.R.J. 45° Bends N: 10014.94 E: 7000.32

Restrain 149 LF Of Existing 24" D.I. Water Main

Diamond Properties, LLC.

Arlington Rd.

Line "W1" (See Other Sheet)

Gregory Charles Morrow & Craig Foster Morrow Partnership

Line "W2" (See Other Sheet)

Line PR-A

Line PR-C

App. Section Line & ℄

App. Exist. R/W

W. 17th St.

App. Section Line

Cut & Cap

New 24" D.I. Water Main

Temp. R/W

24" D.I.R.J. 45° Bend N: 9991.19 E: 7001.66

24" D.I.R.J. 11.25° Bend N: 9957.40 E: 7124.34

Line "W3"

Proposed 15' Permanent Easement

24" D.I.R.J. 45° Bend N: 9965.27 E: 7028.34

Existing Fire Hydrant To Be Removed

Jerico Management, LLC.

Existing Sampling Station, Relocated By Others. Tie-In By Others.

Remove Bush

24" D.I.R.J. 45° Bend N: 9908.29 E: 7433.32

6'x' MH & 24" Butterfly Valve (See Note 3) N: 9916.73 E: 7434.61

24" D.I.R.J. 45° Bend N: 9908.29 E: 7433.32

24" D.I.R.J. 11.25° Bend N: 9905.84 E: 7373.50

Remove Tree

Line PR-B

Monroe St.

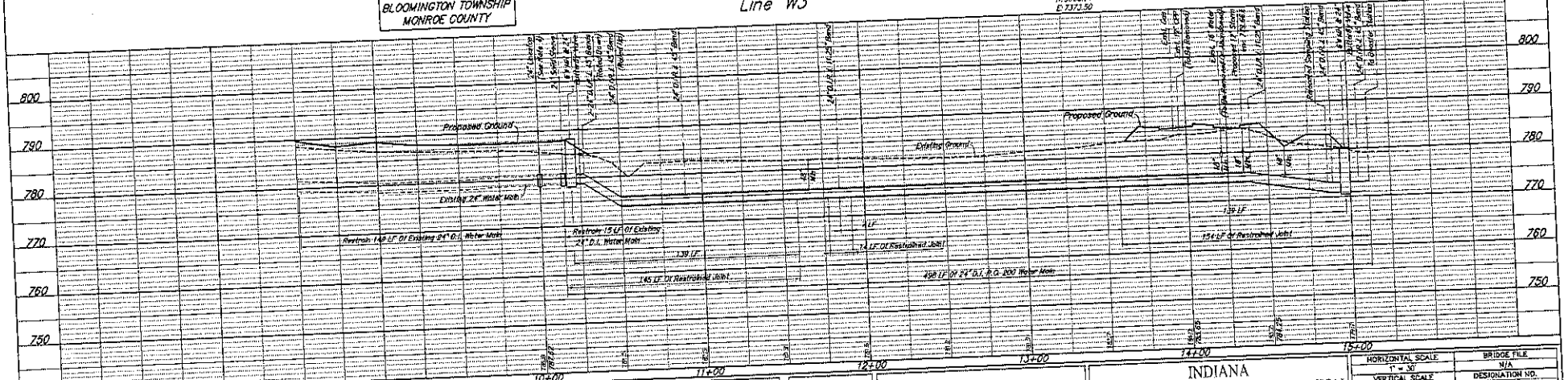
App. Exist. R/W

NOTES:

1. Contractor To Field Verify All Existing Utilities And Report Any Discrepancies To The Engineer Prior To Construction.
2. All Water Main Features Are Referenced From Line "W3" Unless Otherwise Noted.
3. Refer To CBU Standard Specifications And Standard Detail No. 27.
4. Restrain Existing Joints Upstream Of Linestop And Backfill Prior To Stopping Flow.

SEC. 32, T 9 N, R 1 W
BLOOMINGTON TOWNSHIP
MONROE COUNTY

Line "W3"



LEGEND

x x x x Pipe Removal or Abandonment

RECOMMENDED FOR APPROVAL: DESIGN ENGINEER DATE	INDIANA DEPARTMENT OF TRANSPORTATION	HORIZONTAL SCALE 1" = 30' / VERTICAL SCALE 1" = 10' / BRIDGE FILE N/A / DESIGNATION NO. 0900218
DESIGNED: RDH DRAWN: PJT	PLAN AND PROFILE WATER MAIN RELOCATION	SURVEY BOOK / SHEETS 2 of 90
CHECKED: JWC CHECKED: RDH		CONTRACT / PROJECT NO. 0900218

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EXHIBIT "A"
SHEET 3 of 7

SEC. 29, T 9 N, R 1 W
BLOOMINGTON TOWNSHIP
MONROE COUNTY

Line "W1" (See Other Sheet)
Line "W2" (See Other Sheet)
Line "W3" (See Other Sheet)
16" Water Main Connection, Type "B" Connect New 16" Water Main To Existing 16" D.I. Water Main With 16" D.I. Tapping Sleeve With Concrete Thrust Block And 16" D.I. Gate Valve With Valve Box N: 9981.85 E: 7793.87
Temp. R/W
R/W
Restrain All Joints Between Proposed Cap And Linestop. 16" I.F.
Out & Cap
App. Extsl. R/W
App. Section Line
Line "PR-A"
Restrain 84 LF Of Existing 16" D.I. Water Main
New 16" D.I. Water Main
Line "W4"
16" Linestop (See Note 4)
16" D.I.R.J. 22.5° Bend N: 9981.10 E: 7524.74
16" D.I.R.J. 22.5° Bend N: 9965.81 E: 7486.10
Deflection Point N: 9971.85 E: 7698.69
Deflection Point N: 9972.32 E: 7677.20
2-16" D.I.R.J. 45° Bends N: 9973.26 E: 7792.45
16" Water Main Connection, Type "A" Connect New 16" Water Main To Existing 16" D.I. Water Main. Remove Existing 16" Cap. Install 16" D.I.R.J. Solid Sleeve. N: 9974.94 E: 7363.69
Ex. 5"x14 MJ & 16" Butterfly Valve N: 9965.81 E: 7486.10
booster station

SEC. 32, T 9 N, R 1 W
BLOOMINGTON TOWNSHIP
MONROE COUNTY

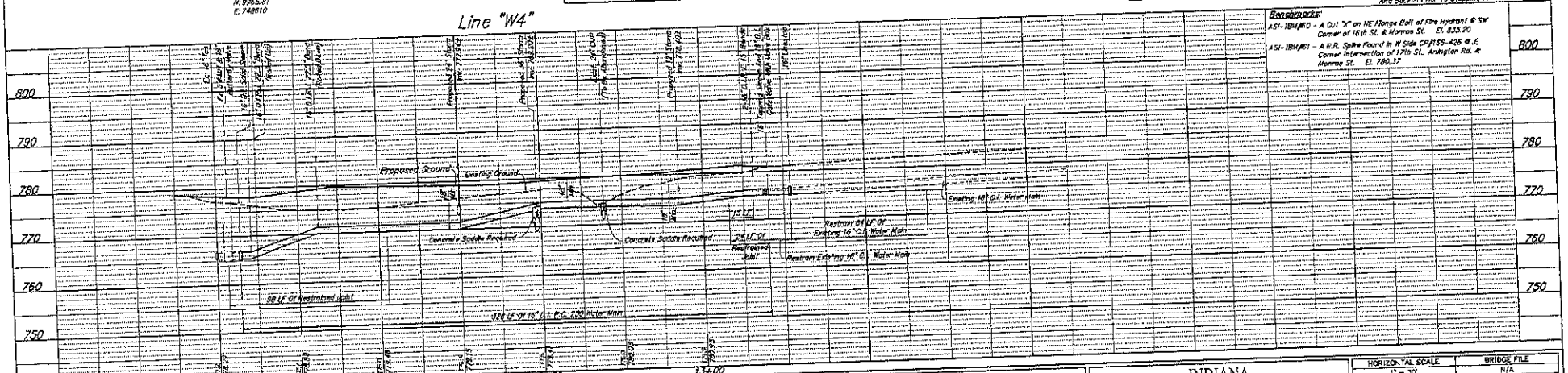
SEC. 29, T 9 N, R 1 W
BLOOMINGTON TOWNSHIP
MONROE COUNTY

Jerico Management, LLC.
New 2" PVC SDR 21 Service And Meter (See Note 3)
2" PVC SDR 21 45° Bend
Out & Cap
2" PVC SDR 21 45° Bend
2" PVC SDR 21 Repair Coupling
40' R/W
Proposed 15' Permanent Easement
Temp. R/W
R/W
Remove Existing Water Meter
Monroe St.
Line "PR-B"
App. Extsl. R/W
Existing 16" Water Main To Be Abandoned By CBU prior to Construction
Booster Pump Station Easement
305
Line "W3" (See Other Sheet)
booster station

NOTES:
1. Contractor To Field Verify All Existing Utilities And Report Any Discrepancies To The Engineer Prior To Construction.
2. All Water Main Features Are Referenced From Line "W4" Unless Otherwise Noted.
3. Refer To CBU Standard Detail No. 10 And CBU Construction Specifications.
4. Restrain Existing Joints Upstream Of Linestop And Backfill Prior To Stopping Flow.

SEC. 32, T 9 N, R 1 W
BLOOMINGTON TOWNSHIP
MONROE COUNTY

Benchmarks:
ASI-TBM#80 - A Cut "X" on NE Flange Bolt of Fire Hydrant @ SW Corner of 16th St. & Monroe St. El. 835.20
ASI-TBM#81 - A R.R. Spike Found In W Side CP#166-426 @ E. Corner Intersection of 17th St., Arlington Rd. & Monroe St. El. 780.37



LEGEND

x x x x Pipe Removal or Abandonment

RECOMMENDED FOR APPROVAL ____ DESIGN ENGINEER DATE	INDIANA DEPARTMENT OF TRANSPORTATION	HORIZONTAL SCALE 1" = 30'	BRIDGE FILE N/A
		VERTICAL SCALE 1" = 10'	DESIGNATION NO. 0900218
DESIGNED: RDH DRAWN: PJT	PLAN AND PROFILE WATER MAIN RELOCATION	SURVEY BOOK	SHEETS 3 of 90
CHECKED: JWC CHECKED: RDH		CONTRACT	PROJECT NO. 0900218

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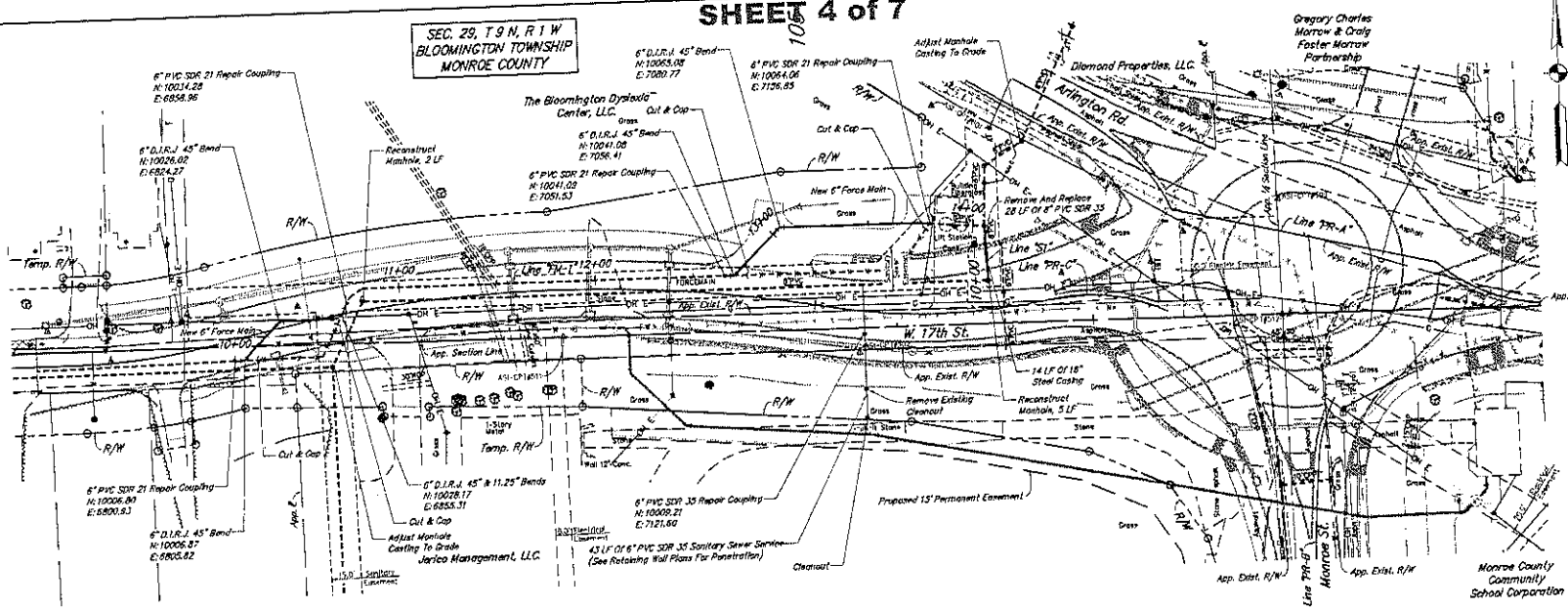
EXHIBIT "A"

SHEET 4 of 7

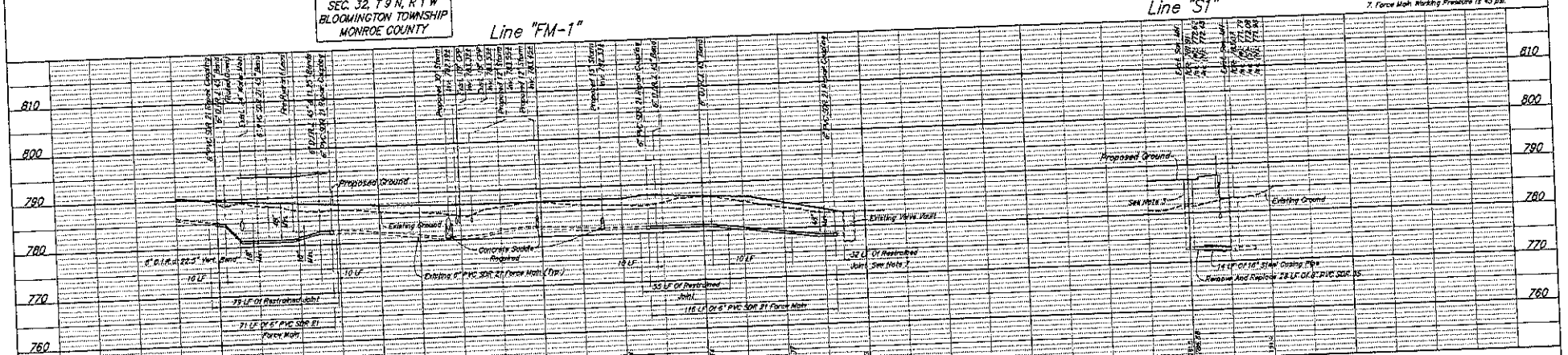
SEC. 29, T 9 N, R 1 W
BLOOMINGTON TOWNSHIP
MONROE COUNTY

SEC. 32, T 9 N, R 1 W
BLOOMINGTON TOWNSHIP
MONROE COUNTY



NOTES:

1. Contractor To Field Verify All Existing Utilities And Report Any Discrepancies To The Engineer Prior To Construction.
2. All Sanitary Sewer Features Are Referenced From Line "FM-1" Or Line "S1" Unless Otherwise Noted.
3. Contractor Shall Reconstruct Manhole, See Water Main And Sanitary Sewer Details.
4. Contractor Responsible For Disposal Of Sewage When Draining Force Main To Make Connection. Approximate Volume In Force Main Is 2,300 Gallons.
5. Contractor Responsible For Disposal Of Sewage During Lift Station Downtime As Necessary. Lift Station Currently Pumps Approximately Once Per Day. Coordinate With City Of Bloomington Utilities For Wet Well Access.
6. Restrain Existing Joints As Necessary To Provide Noted Restrained Length.
7. Force Main Working Pressure Is 45 psi.



LEGEND

x x x x Pipe Removal or Abandonment

RECOMMENDED FOR APPROVAL — DESIGN ENGINEER — DATE	INDIANA DEPARTMENT OF TRANSPORTATION	HORIZONTAL SCALE 1" = 30'	BRIDGE FILE N/A
DESIGNED: RDH / DRAWN: PJT	PLAN AND PROFILE SANITARY SEWER RELOCATION	VERTICAL SCALE 1" = 10'	DESIGNATION NO. 0900216
CHECKED: JWC / CHECKED: RDH		SURVEY BOOK	SHEETS 4 of 90
		CONTRACT	PROJECT NO. 0900216

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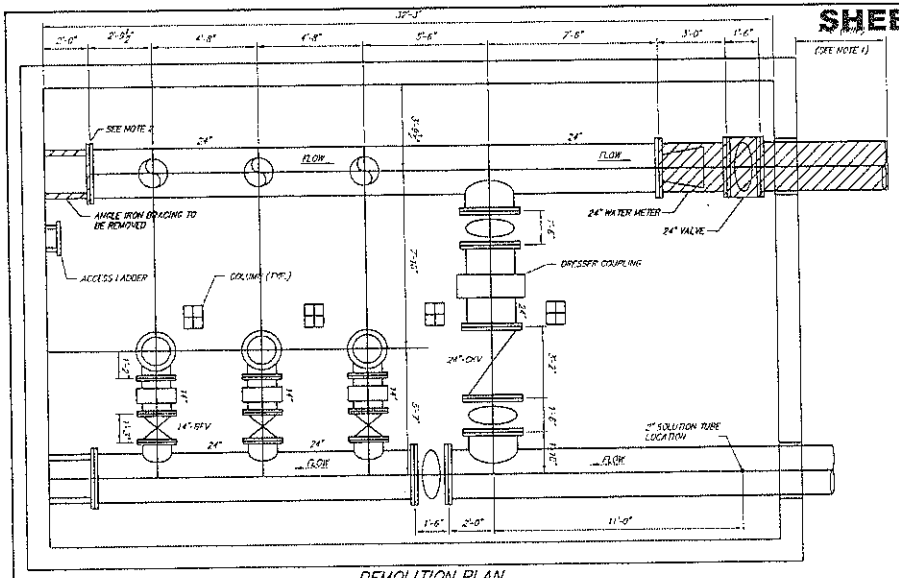
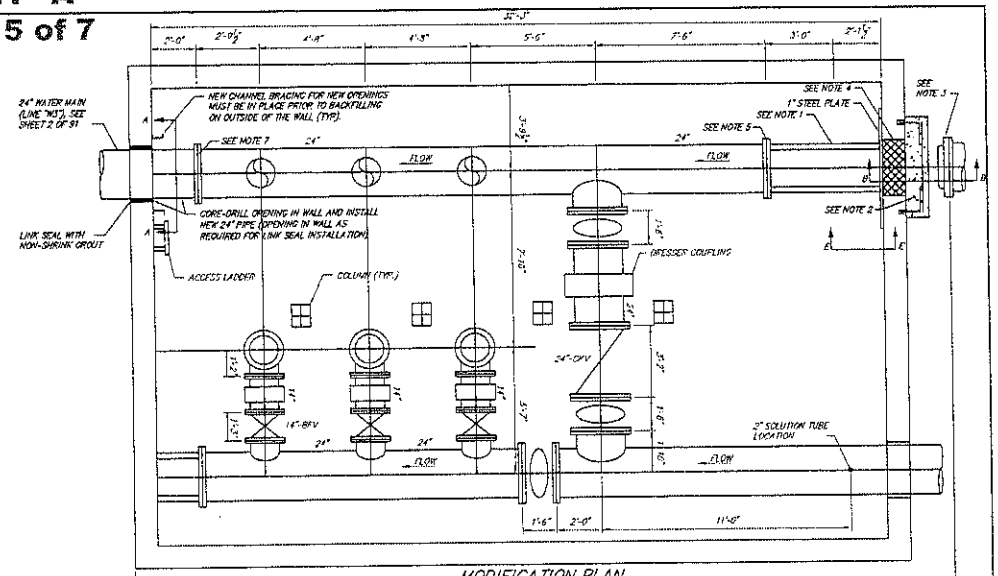
EXHIBIT "A"
SHEET 5 of 7



DEMOLITION PLAN



MODIFICATION PLAN

24" WATER MAIN — BOOSTER PUMP STATION MODIFICATIONS — BOOSTER PUMP STATION MODIFICATIONS

KEY:

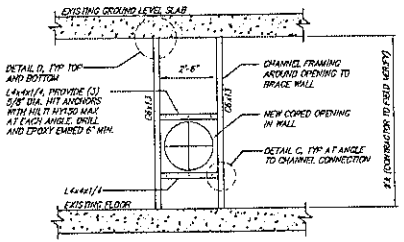
ITEMS TO BE REMOVED

NOTES:

1. CONTRACTOR CAN DEMOLISH EXISTING 24" PIPE TO FIRST JOINT IF IT IS DETERMINED ACCEPTABLE IN THE FIELD. HOWEVER, DEMOLITION LIMIT SHALL EXTEND A MINIMUM OF 4' BEYOND THE FACE OF THE EXTERIOR WALL.
2. CONTRACTOR MAY REUSE BLIND FLANGE. PREPARE DAMAGED SURFACE OF BLIND FLANGE AND PAINT WITH COATING SYSTEM INDICATED IN NOTE 6 FOR "MODIFICATION PLAN". DO NOT PAINT UNTIL ALL WELDING IS COMPLETE.
3. CONTRACTOR MAY REMOVE DEMOLISHED MATERIALS THROUGH THE EXISTING GRATED OPENING IN THE OPERATION FLOOR AND THE REMOVABLE SKYLIGHT. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING ELECTRICAL, MECHANICAL EQUIPMENT, AND STRUCTURES. THE SKYLIGHT, IF REMOVED, SHALL BE REINSTALLED AND MADE WATER-TIGHT.

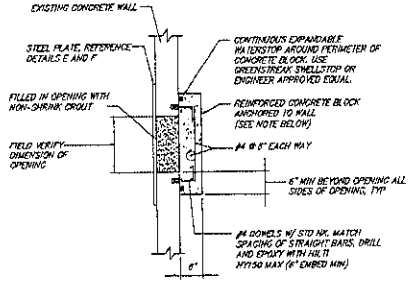
NOTES:

1. NEW STEEL BRACING. SEE DETAIL 'E' ON THIS SHEET FOR SIZE AND CONNECTION INFORMATION.
2. CONCRETE BLOCK ANCHORED TO EXTERIOR WALL OF BOOSTER PUMP STATION. USE AN EXPANDABLE WATER STOP AT THE CONCRETE BLOCK.
3. NEW M.J. CAP INSTALLED ON EXISTING 24" MAIN.
4. VOID IN WALL TO BE FILLED WITH NON-SHRINK GROUT.
5. INSTALL 24" BLIND FLANGE. PREPARE DAMAGED SURFACE OF BLIND FLANGE AND PAINT WITH COATING SYSTEM INDICATED BELOW. DO NOT PAINT UNTIL ALL WELDING IS COMPLETE.
6. ONE OF THE FOLLOWING APPROVED COATING SYSTEMS SHALL BE USED ON ALL STRUCTURAL STEEL, PIPING, AND BLIND FLANGE.
   - INTERNATIONAL/DEVOE
     - SHOP COAT: DEVRAN 201H @ 2-3 MILS DFT
     - FIELD FINISH: DEVRAN 224V @ 5-7 MILS DFT
   - SHERWIN WILLIAMS
     - SHOP COAT: MACROPOXY 646 @ 2-3 MILS DFT
     - FIELD FINISH: MACROPOXY 646 @ 5-7 MILS DFT
   - TNEMEC
     - SHOP COAT: SERIES 69 @ 2-3 MILS DFT
     - FIELD FINISH: SERIES 69 @ 5-7 MILS DFT
7. PROVIDE 200 PSI RATED RESTRAINED FLANGED ADAPTER (EBAA IRON SERIES 2100 OR APPROVED EQUAL).



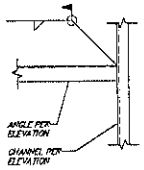
NOTE: FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION OF STEEL.

ELEVATION A
NTS

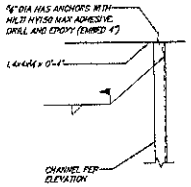


NOTE: CONCRETE MUST REACH 4000 PSI PRIOR TO BACKFILLING ON EXTERIOR OF WALL.

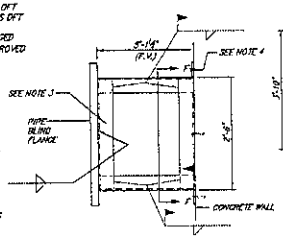
SECTION B
NTS



DETAIL C
NTS



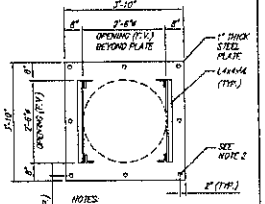
DETAIL D
NTS



NOTES:

1. ALL ANGLES IN THIS DETAIL ARE L4x4x4.
2. FIELD VERIFY REQUIRED LENGTH OF MEMBERS.
3. COPE ANGLE AT LOCATION OF BLIND FLANGE BOLTS TO ALLOW FLUSH INSTALLATION TO SURFACE OF BLIND FLANGE. (SIMILAR TO EXISTING INFLOW BRACING INSTALLATION)
4. (8) ¾" DIA HIT ANCHORS WITH HILTI HY150 MAX ADHESIVE. DRILL AND EPOXY (EMBED 4"). SPACE AS SHOWN.

DETAIL E
NTS



NOTES:

1. WELD L4x4x4 TO 1" STEEL PLATE WITH ¼" FILLET WELD (TYP.)
2. ¾" ANCHOR PER DETAIL E, SPACE AS SHOWN (TYP.)

DETAIL F
NTS

RECOMMENDED FOR APPROVAL ____ DESIGN ENGINEER ____ DATE	INDIANA DEPARTMENT OF TRANSPORTATION	HORIZONTAL SCALE 3/8" = 1'-0"	BRIDGE FILE N/A
		VERTICAL SCALE N/A	DESIGNATION NO. 0900216
DESIGNED: RDH / DRAWN: PJT	BOOSTER PUMP STATION MODIFICATIONS	SURVEY BOOK	SHEETS 3 of 90
CHECKED: JWG / CHECKED: RDH		CONTRACT	PROJECT NO. 0900216

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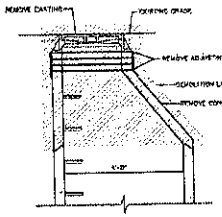
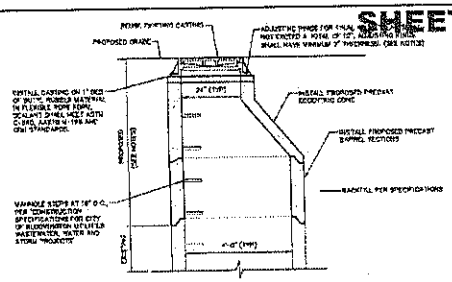
EXHIBIT "A"

SHEET 6 of 7



DEMOLITION

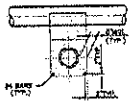


PROPOSED

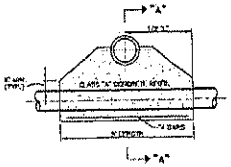
GENERAL NOTES:

1. ALL JOINTS BETWEEN PRECAST MANHOLE ELEMENTS SHALL BE MADE WITH AN APPROVED RUBBER GASKET IN ACCORDANCE WITH ASTM C-443, LATEST EDITION, SEE SPECIFICATIONS AND ALL APPLICABLE SECTIONS OF "CONSTRUCTION SPECIFICATIONS FOR CITY OF BLOOMINGTON UTILITIES WASTEWATER, WATER AND STORM PROJECTS" INCLUDING SECTION 4.1.2.3 - "PIPE-OUTLET FOR ADDITIONAL REQUIREMENTS
2. ALL PRECAST REINFORCED CONCRETE MANHOLE MATERIAL SHALL BE MANUFACTURED, TESTED, AND MARKED IN ACCORDANCE WITH ASTM C-478, LATEST EDITION.
3. EXISTING ADJUSTING RING CAN BE REUSED IF ALLOWED BY ENGINEER.
4. FIELD VERIFY EXISTING INVERT OF PROPOSED PRECAST BARREL, WEIRWALL AND ECCENTRIC CONE PRIOR TO CONSTRUCTION.

MANHOLE STRUCTURE RECONSTRUCTED
NOT TO SCALE



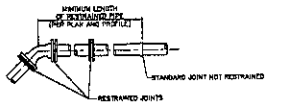
SECTION "A-A"



NOTES:

1. TO BE USED WHEN CLEARANCE BETWEEN PIPES IS 18" OR LESS, OR WHERE NOTED ON DRAWINGS.
2. PIPE THAT IS CONCRETE ENCASED SHALL BE POLYWRAPPED.

CONCRETE SADDLE DETAIL
NOT TO SCALE



NOTES:

1. MINIMUM LENGTHS CALCULATED FROM THE "RESTRAINT LENGTH CALCULATOR" VERSION 6 PROGRAM FROM EBAA IRON. THE FOLLOWING PARAMETERS WERE USED FOR CALCULATIONS:
   a. LAYING TYPE USED IS TYPE 5 - PIPE BEDDED TO ITS CENTERLINE IN COMPACTED GRANULAR MATERIAL, 4-IN. MINIMUM UNDER PIPE. COMPACTED GRANULAR MATERIAL OR SELECT MATERIAL TO TOP OF PIPE.
   b. SOIL TYPE USED WAS MH (GRANULAR) - INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDS OR SILTS, ELASTIC SILTS, BADDELLED WITH GRANULAR MATERIAL.
   c. SAFETY FACTOR OF 1.5 WAS USED.
   d. DEPTH OF COVER ASSUMED TO BE 4' DEEP.
   e. NO POLYETHYLENE ENCASED PIPE USED.
   f. TEST PRESSURE OF 200 PSI USED.
   g. PIPE IN CASING TO BE FULLY RESTRAINED.
   h. RESTRAINED LENGTHS SHALL BE AS SHOWN IN PLAN AND PROFILE.

WATER MAIN AND FORCE MAIN JOINT RESTRAINT
NOT TO SCALE

AREA IN SQUARE FEET.

SIZE	TEE BRANCH
6	6
8	13.4
16	53.8

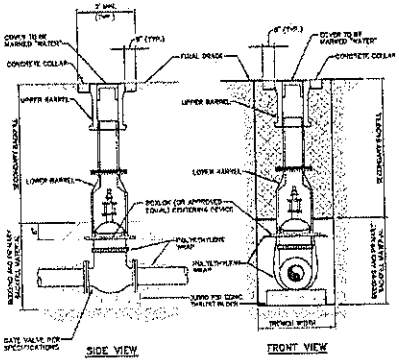
NOTES:

1. THRUST BLOCKS SHALL BE PROVIDED ONLY AT LIVE WATER MAIN CONNECTIONS OR WHERE INDICATED ON DRAWINGS. JOINT RESTRAINTS SHALL BE PROVIDED IN OTHER LOCATIONS PER C.B.U. STANDARDS.
2. AREA OF CONCRETE IN CONTACT WITH UNDISTURBED EARTH REQUIRED FOR CONCRETE THRUST BLOCKING

TYPICAL THRUST BLOCKING DETAILS
NOT TO SCALE

NOTE: CLASS "A" MIXTURE TO BE UTILIZED FOR ALL CLEANOUT INSTALLATIONS (SEE DETAIL)

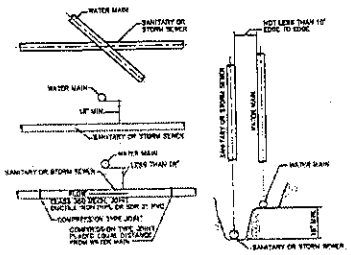
CLEANOUT DETAIL
NOT TO SCALE



NOTES:

1. WRAP VALVE IN POLYETHYLENE WRAP BEFORE INSTALLING BUFFERS OR THRUST BLOCK.
2. CONCRETE COLLAR SHALL BE 6" THICK AND MADE OF 4000 PSI CONCRETE.
3. SEE "CONSTRUCTION SPECIFICATIONS FOR CITY OF BLOOMINGTON UTILITIES WASTEWATER, WATER AND STORM PROJECTS" STANDARD DETAIL 27 FOR VALVES WITH MANHOLES.
4. SEE "CONSTRUCTION SPECIFICATIONS FOR CITY OF BLOOMINGTON UTILITIES WASTEWATER, WATER AND STORM PROJECTS" FOR ADDITIONAL REQUIREMENTS.

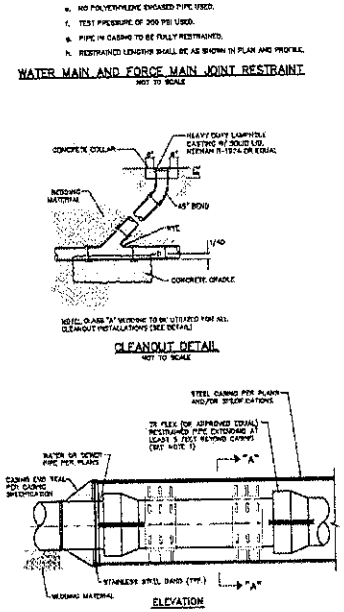
GATE VALVE AND BOX DETAIL (FOR VALVES LESS THAN 16")
NOT TO SCALE



CROSSOVER & SEPARATION NOTES:

1. WHEN LATERAL SEPARATION IS 18" OR GREATER NO VERTICAL CLEARANCE IS NEEDED.
2. WHEN SANITARY OR STORM SEWER CROSSES WATER MAIN, THE CROSSING MUST BE A MINIMUM OF 45° MEASURED FROM THE CENTERLINE OF THE SEWER AND WATER MAIN WITH A MINIMUM OF 18 INCHES VERTICAL DISTANCE BETWEEN THE PIPES. THE VERTICAL SEPARATION SHALL BE MAINTAINED FOR 10 FEET EACH WAY OF THE CROSSING.
3. IF THE CROSSING ANGLE IS LESS THAN 45° OR THE SEPARATION BETWEEN PARALLEL MAINS IS LESS THAN 10 FEET, THE SEWER SHALL BE TREATED AS IF IT IS A WATER MAIN (327 IAC 8-3.5 (7)(A)), SHALL BE CONSTRUCTED OF WATER MAIN MATERIAL, DUCTILE IRON, OR PVC WITH A SDR OF 26. THE PIPES SHALL NOT TOUCH. SEWER JOINTS SHALL BE A COMPRESSION TYPE JOINT PLACED EQUIDISTANT FROM THE WATER MAIN. WATER AND SEWER SHALL BE ON SEPARATE TRENCH SHELVES.
4. MANHOLES SHALL BE A MINIMUM OF 6 FEET (OUTSIDE TO OUTSIDE) FROM A WATER MAIN.

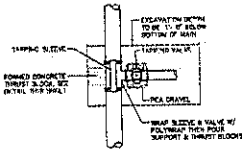
MIN. CROSSOVER & SEPARATION REQUIREMENTS FOR WATER MAINS & SEWERS
NOT TO SCALE



ELEVATION

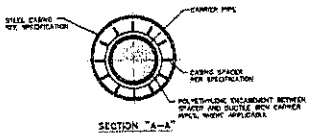
NOTES:

1. RESTRAINED JOINT METHOD PROVIDED MUST BE CAPABLE OF BEING DISASSEMBLED WITHOUT THE NEED FOR SPECIAL TOOLS OR EQUIPMENT.
2. RESTRAINT SHALL REQUIRE NO SPECIAL TOOLS OR SKILLS TO REMOVE PIPE FROM CASING IN THE FUTURE.



NOTE: REFER TO CBU STANDARDS FOR TAPPING SLEEVE AND VALVE REQUIREMENTS.

LIVE WATER MAIN CONNECTION DETAIL
NOT TO SCALE



SECTION "A-A"

CASING INSTALLATION DETAIL
NOT TO SCALE

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER DATE	INDIANA DEPARTMENT OF TRANSPORTATION	HORIZONTAL SCALE: NOT TO SCALE	BRIDGE FILE: N/A
		VERTICAL SCALE: N/A	DESIGNATION NO.: 0900216
DESIGNED: RDH / DRAWN: PJT	WATER MAIN AND SANITARY SEWER DETAILS	SURVEY BOOK	SHEETS: 6 of 90
CHECKED: JWG / CHECKED: RDH		CONTRACT	PROJECT NO.: 0900216

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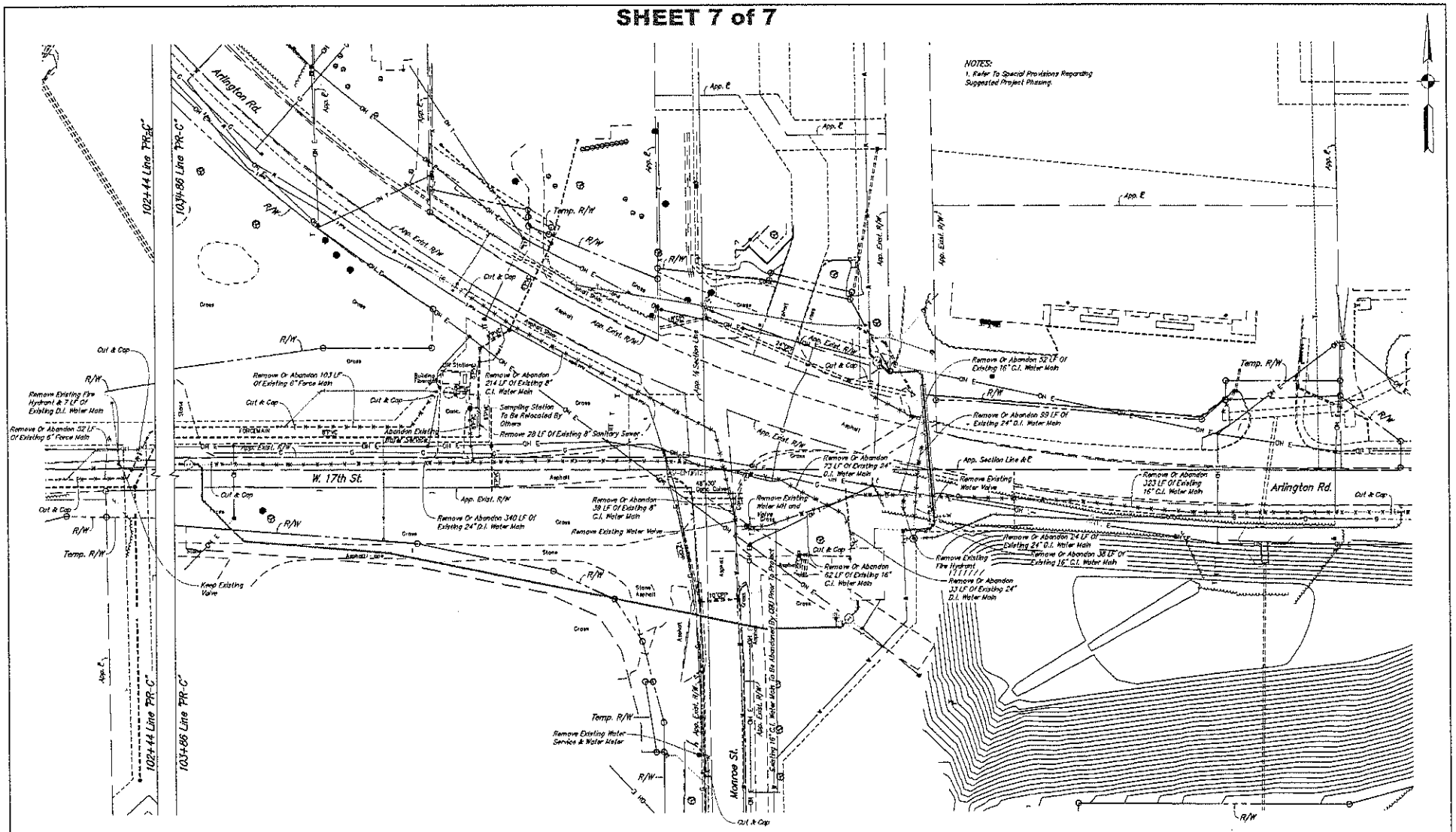
EXHIBIT "A"
SHEET 7 of 7



LEGEND

X X X X Pipe Removal or Abandonment

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER DATE	INDIANA DEPARTMENT OF TRANSPORTATION	HORIZONTAL SCALE 1"=30'	BRIDGE FILE N/A
		VERTICAL SCALE N/A	DESIGNATION NO. 0900216
DESIGNED: RGH DRAWN: PJT	WATER MAIN AND SANITARY SEWER DEMOLITION PLAN	SURVEY BOOK	SHEETS 7 of 90
CHECKED: JWG CHECKED: RGH		CONTRACT	PROJECT NO. 0900216

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EXHIBIT "B"
SHEET 1 of 2

SUMMARY OF COST ESTIMATE
DES 0900216
17th Street, Monroe Street, Arlington Avenue Roundabout

CBU Water & Sewer Relocation	$	891,000.00
Total Cost on Public R/W	$	891,000.00
Total Cost to be Borne by LPA	**$**	**712,800.00**
Total Cost go be Borne by Utility	**$**	**178,200.00**

Summary of expenses:
Cost of project to be borne by utility $ 178,200.00
Cost of project to be borne by LPA $ 715,800.00.
Note – LPA to use Federal Funds

Method of cost assignment (Work in INDOT Contract):
The utility qualifies for reimbursement by LPA for the cost of the relocation.

EXHIBIT "B"
SHEET 2 of 2

W. 17th St. and Arlington Rd. Roundabout Construction
Water and Sewer Opinion of Probable Construction Costs
March 18, 2013

ITEM NUMBER	ITEM DESCRIPTION	ITEM UNIT	QTY	UNIT COST	ITEM COST
202-96133	PIPE, REMOVE, WATER MAIN, 24 IN.	LFT	568	$17.00	$9,656.00
202-96133	PIPE, REMOVE, WATER MAIN, 16 IN.	LFT	475	$9.00	$4,275.00
202-96133	PIPE, REMOVE, WATER MAIN, 8 IN.	LFT	253	$2.00	$506.00
202-96133	PIPE, REMOVE, SANITARY SEWER, 8 IN.	LFT	28	$16.00	$448.00
202-96133	PIPE, REMOVE, SANITARY SEWER, 6 IN.	LFT	155	$2.00	$310.00
715-02181	SANITARY SEWER SERVICE ADJUSTMENT	LFT	43	$135.00	$5,805.00
715-02532	VALVE WITH BOX, RESTRAINED, GATE, DUCTILE IRON, 8 IN	EACH	1	$1,575.00	$1,575.00
715-04597	WATER SERVICE, LINE ADJUST, COMMERCIAL, COPPER	EACH	1	$2,625.00	$2,625.00
715-04598	WATER SERVICE, LINE ADJUST, COMMERCIAL, PVC	EACH	1	$2,783.00	$2,783.00
715-04926	VALVE WITH MANHOLE, RESTRAINED, BUTTERFLY, DUCTILE IRON, 24 IN.	EACH	3	$12,600.00	$37,800.00
715-04995	LINE STOP, 24 IN	EACH	2	$21,420.00	$42,840.00
715-04995	LINE STOP, 16 IN	EACH	1	$16,380.00	$16,380.00
715-04995	LINE STOP, 8 IN	EACH	1	$7,560.00	$7,560.00
715-05408	PIPE SANITARY SEWER 8 IN	LFT	28	$168.00	$4,704.00
715-07794	WATER MAIN CONNECTIONS, TYPE "B", 8 IN.	EACH	1	$7,350.00	$7,350.00
715-07794	WATER MAIN CONNECTIONS, TYPE "A", 16 IN.	EACH	1	$2,625.00	$2,625.00
715-07794	WATER MAIN CONNECTIONS, TYPE "B", 16 IN.	EACH	1	$26,460.00	$26,460.00
715-07794	WATER MAIN CONNECTIONS, TYPE "A", 24 IN.	EACH	3	$5,670.00	$17,010.00
715-07794	WATER MAIN CONNECTIONS, TYPE "B", 24 IN.	EACH	1	$11,550.00	$11,550.00
715-07806	PIPE STEEL CASING, 16 IN	LFT	14	$207.00	$2,898.00
715-07806	PIPE STEEL CASING, 36 IN	LFT	84	$412.00	$34,608.00
715-09977	PUMP, BOOSTER STATION, MODIFICATION	LSUM	1	$26,565.00	$26,565.00
715-11571	WATER MAIN, DUCTILE IRON, 8 IN	LFT	346	$89.00	$30,794.00
715-96669	WATER MAIN, DUCTILE IRON, 16 IN	LFT	391	$175.00	$68,425.00
715-97419	WATER MAIN, DUCTILE IRON, 24 IN	LFT	1076	$309.00	$332,484.00
715-98961	FORCE MAIN, SANITARY, 6 IN	LFT	229	$78.00	$17,862.00
715-99999	RESTRAIN EXISTING JOINT, FORCE MAIN, 6 IN. (UNDISTRIBUTED)	EACH	1	$525.00	$525.00
715-99999	RESTRAIN EXISTING JOINT, WATER MAIN, 8 IN. (UNDISTRIBUTED)	EACH	3	$3,150.00	$9,450.00
715-99999	RESTRAIN EXISTING JOINT, WATER MAIN, 16 IN. (UNDISTRIBUTED)	EACH	6	$4,200.00	$25,200.00
715-99999	RESTRAIN EXISTING JOINT, WATER MAIN, 24 IN. (UNDISTRIBUTED)	EACH	15	$5,250.00	$78,750.00
720-44000	CASTING, ADJUST TO GRADE	EACH	2	$420.00	$840.00
720-44010	CASTING, WATER VALVE, FURNISH AND ADJUST TO GRADE	EACH	0	$0.00	$0.00
720-45605	STRUCTURE, MANHOLE, RECONSTRUCTED	LFT	7	$675.00	$4,725.00
720-94840	CASTING, WATER VALVE, ADJUST TO GRADE	EACH	2	$273.00	$546.00
720-96999	FIRE HYDRANT ASSEMBLY	EACH	2	$5,250.00	$10,500.00
720-97009	FIRE HYDRANT ASSEMBLY, REMOVE	EACH	2	$1,061.00	$2,122.00
				Subtotal	$848,556.00
				Mobilization (5%)	$42,427.80
				Total (Rounded)	**$891,000.00**

Board of Public Works
Staff Report

Project/Event: Award Contract for 2013 Pavement Marking Project

Petitioner/Representative: N/A

Staff Representative: Justin Wykoff

Meeting Date: July 30, 2013

The City of Bloomington Engineering Department requested quotes through it's BloomingBID website which provides notification for area contractors on quote/bid opportunities. We received two quotes from pavement marking contractors;

2013 Pavement Marking Quote Results

Item	Quantity LFT	ISB* LFT Price	ISB* Total Bid Price	ITS* LFT Price	ITS* Total Bid Price
4" Solid White Line	280,000	0.085	$23,800.00	0.080	$22,400.00
4" Double Yellow Line	295,000	0.170	$50,150.00	0.155	$45,725.00
4" Skip White Line	18,000	0.085	$1,530.00	0.100	$1,800.00
4" Solid Yellow Line	25,000	0.085	$2,125.00	0.080	$2,000.00
4" Skip Yellow Line	4,000	0.085	$340.00	0.100	$400.00
6" Solid White Bike Lane	70,000	0.104	$7,280.00	0.120	$8,400.00
			$85,225.00		**$80,725.00**

*ISB = Indiana Sign and Barricade
*ITS = Indiana Traffic Services

Recommendation: Award to Indiana Traffic Solutions in amount of $80,725.00

Recommend ☒ **Approval** ☐ **Denial by** Justin D. Wykoff

AGREEMENT

BETWEEN
DEPARTMENT OF PUBLIC WORKS
AND

Indiana Traffic Services, LLC

FOR

2013 Pavement Marking Contract

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Public Works (hereinafter CITY), and Indiana Traffic Services, LLC , (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for 2013 Pavement Marking Project, Project No. PW 2013-15 (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing landscaping as per his/her quote on the Quote Summary sheet; 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.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within forty-five (45) calendar days from the written Notice to Proceed. 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 and that the measure of those damages shall be determined by reference to the then current INDOT Schedule of Liquidated Damages for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 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 Eighty Thousand Seven Hundred and Twenty-Five Dollars ($80,725.00). 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:

1. Defective work.
2. Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
3. Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
4. 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 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 Prevailing Wage requirements.

ARTICLE 4. GENERAL PROVISIONS

4.01 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.

4.02 Abandonment, Default and Termination

4.02.01 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 as made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

4.02.02 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.

4.02.03 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:

1. Failure to begin the work under this Agreement within the time specified.
2. Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
3. Unsuitable performance of the work as determined by CITY ENGINEER or his representative.
4. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
5. Discontinuing the prosecution of the work or any part of it.
6. Inability to finance the work adequately.
7. If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

4.02.04 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.

4.02.05 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.

4.02.06 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.

4.02.07 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.

4.03 Successors and Assigns

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

4.03.02 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.

4.04 Extent of Agreement: Integration

4.04.01 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.
2. Technical Specification (Attachment A, "Scope of Work").
3. E-Verify Affidavit (Attachment B).
4. Project Schedule (Attachment C).
5. No Investment In Iran (Attachment D)
6. Upfront Specifications (Definitions and Bidder's Responsibilities).
7. Instructions to Bidders.
8. Advertisement.
9. CONTRACTOR'S submittals.
10. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
11. All plans as provided for the work that is to be completed.

4.04.02 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.

4.05 Insurance

4.05.01 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:

Coverage		Limits
A.	Worker's Compensation & Disability	Statutory Requirements

B.	Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	$100,000 each accident $500,000 policy limit $100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	$1,000,000 per occurrence 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

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

1. Premises and operations;

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

3. 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;

4. Broad form property damage - including completed operations;

5. Fellow employee claims under Personal Injury; and

6. Independent Contractors.

4.05.03 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.

4.05.04 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.

4.06 **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.

4.07 **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.

4.08 **Non-Discrimination**

4.08.01 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, age, handicap, or disabled veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

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

1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, handicap, or any other legally protected classification;

2. 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.

4.08.03 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, handicap, 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.

4.09 Workmanship and Quality of Materials

4.09.01 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.

4.09.02 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.

4.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.

4.10 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.

4.11 Amendments/Changes

4.11.01 Except as provided in Paragraph 4.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

4.11.02 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.

4.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 4.11.02, 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.

4.11.04 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.

4.12 Performance Bond and Payment Bond

4.12.01 CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

4.13 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.

4.14 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		Indiana Traffic Services, LLC
Attn: Joe Vandeventer, Director of Street Oper		Tim Ottesen, Pavement marking and Traffic
P.O. Box 100 Suite 130		3867 North Commercial Parkway
Bloomington, Indiana 47402		Greenfield, IN 46140

4.15 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.

4.16 **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 Engineer. 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.

4.17 **Steel or Foundry Products**

4.17.01 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.

4.17.02 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."

4.17.03 Domestic Foundry products are defined as follows:

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

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

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

4.18 **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 Exhibit B, 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.

4.19 **No Investment in Iran**: Contractor is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Contractor shall sign an affidavit, attached as Attachement D, affirming that Contractor is not engaged in said investment activities.

Attachment D is attached hereto and incorporated herein by reference as though fully set forth.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Indiana Traffic Services, LLC
3867 North Commercial Parkway
Greenfield, IN 46140

BY:

_____
Charlotte Zietlow, President, Board of Public Works

_____
James McNamara, Member, Board of Public Works

_____
Frank Hrisomalos, M.D., Member, Board of Public Works

_____
Mark Kruzan, Mayor of Bloomington

BY:

_____
Contractor Representative

Marlena McDougall
Printed Name

Vice President, Indiana Traffic Services, LLC
Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

2013 Pavement Marking Contract

This project shall include, but is not limited to the purchase and installation of pavement striping for 2013 as per the pavement quote documents.

ATTACHMENT B

"AFFIDAVIT"

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 company named herein that employs the undersigned:
- has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
- is a subcontractor on a contract to provide services to the City of Bloomington.

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

_____
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____.

_____
Notary Public's Signature

_____
Printed Name of Notary Public
My Commission Expires: _____
County of Residence: _____

Attachment C

"PROJECT SCHEDULE"

A project schedule is not required for this project as it is only allowed 45 days to complete as indicated in the notice to proceed and bid documents. A fall mobilization is included with the quote documents and will be scheduled accordingly.

Attachment D

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT

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

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

2. The company named herein that employs the undersigned:

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

_____
Signature

_____
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____

UNIT PRICE QUOTE SHEET

For

INSTALLATION OF PAVEMENT MARKINGS

REQUEST FOR QUOTE

ITEM		ESTIMATED QUANTITIES		QUANITY TO DATE	BID PRICE		TOTAL BID PRICE
* FAST DRY PAINT 4" Solid White Line		280,000	LFT		0.085	LFT	23,800.00
* FAST DRY PAINT 4" Double Yellow Line (295,000 x 2)		295,000	LFT		0.170	LFT	50,150.00
* FAST DRY PAINT 4" SKIP WHITE		18,000	LFT		0.085	LFT	1,530.00
* FAST DRY PAINT 4" SOLID YELLOW LINE		25,000	LFT		0.085	LFT	2,125.00
* FAST DRY PAINT 4" SKIP YELLOW		4,000	LFT		0.085	LFT	340.00
*FAST DRY PAINT 6" BIKE LANE – WHITE		70,000	LFT		0.104	LFT	7,280.00

- **TOTAL PRICE TO DATE:** $85,225.00

Please complete the following:

Company Name: INDIANA SIGN & BARRICADE, INC.

Completed By: JANET L. SCHUTT

Date: 7/23/2013

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I
(To be completed for all bids. Please type or print)

Date *(month, day, year)*: 7/25/2013

1. Governmental Unit (Owner): CITY OF BLOOMINGTON
2. County : MONROE
3. Bidder (Firm): INDIANA SIGN & BARRICADE, INC
   Address: 5240 E. 25th ST.
   City/State/ZIPcode: INDIANAPOLIS, IN 46218
4. Telephone Number: 317/377-8000
5. Agent of Bidder *(if applicable)*:

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of CITY OF BLOOMINGTON PAVEMENT MARKINGS - 2013 (Governmental Unit) in accordance with plans and specifications prepared by CITY OF BLOOMINGTON and dated 7/23/2013 for the sum of EIGHTY FIVE THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS & 00/100 $ 85,225.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

PART II

(For projects of $150,000 or more – IC 36-1-12-4)

Governmental Unit: CITY OF BLOOMINGTON

Bidder (Firm) INDIANA SIGN & BARRICADE, INC.

Date *(month, day, year)*: 7/25/2013

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
127,701.00	Pavement Marking	11-1-2012	Montgomery County
92,916.00	Pavement Marking	11-1-2013	Dearborn County
30,000.00	Pavement Marking	9-30-2012	Bartholomew County
10,000.00	Pavement Marking	11-30-2012	Montgomery County

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
112,806.00	Pavement Marking	9-9-2013	Owen County
63,360.00	Pavement Marking	7-30-2013	Orange County
54,504.00	Pavement Marking	8-29-2013	Jennings County
42,222.00	Pavement Marking	9-30-2013	Johnson County

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

Dave O'Mara Contractors - Dave O'Mara

Milestone Contractors - Brad McCall

Calumet Civil Contractors - Kevin Green

Schutt Lookabill Construction - Ted Kennedy

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

As per plans and specs

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

There are no subcontractors

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

N/A

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Long Line Paint Truck

Follow Truck

Retroreflectomer

Pick Up Truck

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

INDIANA SIGN & BARRICADE, INC.

BALANCE SHEETS
DECEMBER 31, 2012 AND 2011

ASSETS

	2012	2011
Current assets		
Cash	$ 1,450,891	$ 839,921
Contract receivables, net	1,249,676	1,507,957
Inventory	335,857	485,752
Other current assets	63,216	66,560
Total current assets	3,099,640	2,900,190
Equipment, net	1,331,828	1,537,899
	$ 4,431,468	$ 4,438,089

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities		
Current maturities of long-term debt	$ 17,606	$ 381,336
Accounts payable	175,277	238,372
Advance billings on contracts	254,206	309,249
Accrued expenses	87,925	92,215
Total current liabilities	535,014	1,021,172
Long-term debt	1,149,783	1,103,028
Advance billings on contracts	-0-	30,460
Total liabilities	1,684,797	2,154,660
Stockholders' equity		
Common stock	100	100
Additional paid-in capital	499,900	499,900
Retained earnings	2,246,671	1,783,429
Total stockholders' equity	2,746,671	2,283,429
	$ 4,431,468	$ 4,438,089

See accompanying notes to financial statements.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder 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 bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Indianapolis this 24th day of July, 2013

Indiana Sign & Barricade
(Name of Organization)

By

Janet Schutt - President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Marion)

Before me, a Notary Public, personally appeared the above-named Janet Schutt and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 25 day of July, 2013.

Steve A. Apple
Notary Public

Steve A. Apple
My Commission Expires 4-26-17
Notary Seal Public
Commission No. 548923
Montgomery County, State of Indiana

My Commission Expires: 4/26/14

County of Residence: MONTGOMERY

Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF

Indiana Sign & Barricade
(Contractor)

5240 E. 25th Street
(Address)

Indianapolis, IN 46218

FOR

PUBLIC WORKS PROJECTS

OF

CITY OF BLOOMINGTON
DEPT. OF PUBLIC WORKS
PW 2013-15
2013 PAVEMENT MARKING PROJECT

Filed _____, _____

Action taken _____

_____

City of Bloomington
Human Rights Commission

TO: BOARD OF PUBLIC WORKS
Att: Andrea Roberts

DATE: July 22, 2013

RE BIDS FOR: Pavement striping bid

DEADLINE: July 25, 2013

Dear Board Members:

I have reviewed the affirmative action plan for

Indiana Sign & Barricade, Inc.

which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,

Barbara McKinney

Barbara E. McKinney CBT
Director

BEM: bt

Cc: File
Bidder

401 N. Morton Street • Bloomington, IN 47404 City Hall Phone: (812) 349-3429 • Fax: (812) 349-3441
www.bloomington.in.gov
e-mail: human.rights@bloomington.in.gov

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Indiana Sign & Barricade, Inc.
5240 E. 25th Street
Indianapolis, IN 46218

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland
600 Red Brook Blvd, Suite 600
Owings Mills, MD 21117

OWNER (Name, legal status and address):

City of Bloomington, Indiana
401 North Morton Street
Bloomington, IN 47402

Bond Amount: 5% Five Percent of the Total Amount of the Quote

PROJECT : (Name, location or address, and Project number, if any):

2013 Pavement Marking Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of July, 2013

(Witness) (Seal)

(Witness) Terry Hurst (Seal)

Indiana Sign & Barricade, Inc.

By:

(Principal) (Seal)

PRESIDENT

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

By:

(Title) Timothy J. Taylor Attorney-in-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND 1890

Language conforms to AIA Document A310 Bid Bond
BID70001ZZ0311f

Bond Number: Bid Bond

Obligee: City of Bloomington, Indiana

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Geoffrey Delisio, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Timothy J. Taylor**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this **17th** day of **May**, A.D. **2012**.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Gerald F. Haley
Assistant Secretary
Gerald F. Haley

Geoffrey Delisio
Vice President
Geoffrey Delisio

State of Maryland
County of Baltimore

On this **17th** day of **May**, A.D. **2012**, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of July, 2013.

Thomas O. McClellan, Vice President

UNIT PRICE QUOTE SHEET

For

INSTALLATION OF PAVEMENT MARKINGS

REQUEST FOR QUOTE

ITEM		ESTIMATED QUANTITIES		QUANITY TO DATE	BID PRICE		TOTAL BID PRICE
* FAST DRY PAINT 4" Solid White Line		280,000	LFT		.08	LFT	$ 22,400.00
* FAST DRY PAINT 4" Double Yellow Line (295,000 x 2)		295,000	LFT		.155	LFT	$ 45,725.00
* FAST DRY PAINT 4" SKIP WHITE		18,000	LFT		.10	LFT	$ 1800.00
* FAST DRY PAINT 4" SOLID YELLOW LINE		25,000	LFT		.08	LFT	$ 2,000.00
* FAST DRY PAINT 4" SKIP YELLOW		4,000	LFT		.10	LFT	$ 400.00
*FAST DRY PAINT 6" BIKE LANE - WHITE		70,000	LFT		.12	LFT	$ 8,400.00

- **TOTAL PRICE TO DATE:** $ 80,725.00

Please complete the following:

Company Name: INDIANA TRAFFIC SERVICES LLC

Completed By: Larry Hoosal

Date: 7/25/13

INDIANA TRAFFIC SERVICES, LLC

3867 North Commercial Parkway - Greenfield, IN 46140

Office 317-891-8065
Fax: 317-891-8248

QUOTE

Date: July 25th, 2013
Contract: PW 2013-15
Location: City of Bloomington 2013
County: Monroe

Submitted by: Larry Hodson
e-mail: larryh@indianatrafficservices.com
Cell Number: 317-696-8603
Office Number: 317-891-8065

Item Number	Item Description	Estimated Quantities	Unit of Measure	Unit Cost	Extended Amount
1	Line, Paint Solid White, 4"	280,000.00	Lft.	$ 0.08	$ 22,400.00
2	Line, Paint Double Yellow, 4"	295,000.00	Lft.	$ 0.155	$ 45,725.00
3	Line, Paint, Broken White, 4"	18,000.00	Lft.	$ 0.10	$ 1,800.00
4	Line, Paint, Solid Yellow, 4"	25,000.00	Lft.	$ 0.08	$ 2,000.00
5	Line, Paint, Broken Yellow, 4"	4,000.00	Lft.	$ 0.10	$ 400.00
6	Paint, Solid White, Bike Lane, 6"	70,000.00	Lft.	$ 0.12	$ 8,400.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
			TOTAL QUOTE		$ 80,725.00

LET US KEEP YOU SAFE!

Form No. 96 (Revised 2000)

BID OF

INDIANA TRAFFIC SERVICES LLC.
(Contractor)

3867 N. COMMERCIAL PARKWAY
(Address)

GREENFIELD, INDIANA 46140

FOR

PUBLIC WORKS PROJECTS

OF

PW 2013-15

2013 PAVEMENT MARKING PROJECT

Filed _____, _____

Action taken _____

CONTRACTORS BID FOR PUBLIC WORK

PART I
(To be completed for all bids)
(Please type or print)

Date: July 25th, 2013

1. Governmental Unit (Owner): City of Bloomington, Indiana
2. County: Monroe County
3. Bidder (Firm): Indiana Traffic Services LLC.

   Address: 3867 N. Commercial Parkway

   City/State: Greenfield, Indiana 46140
4. Telephone Number: 317-891-8065
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of PW2013-15 2013 Pavement Marking Project (Governmental Unit) in accordance with plans and specifications prepared by City of Bloomington, Indiana and dated July 25th, 2013 for the sum of Eighty Thousand Seven Hundred Twenty Five & 00/100 $ 80,725.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the Governmental Unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

NON – COLLUSION AFFIDAVIT

The undersigned bidder 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 bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

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 at 8:10 AM this 25th day of July, 2013.

Indiana Traffic Services LLC
(Name of Organization)

By

Estimator
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) SS:
COUNTY OF Hancock)

Larry Hodson being duly sworn, deposes and says that he is

Estimator of the above Indiana Traffic Services, LLC
(Title) (Name of Organization)

and that the statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this 25th day of July, 2013.

Marlena S. McDougall
Notary Public

My Commission Expires: 07/23/2017

County of Residence: Marion

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

PART II

(Complete sections I, II, III, and IV for all state and local public works projects as required by statutes if project is one hundred thousand dollars ($100,000) or more. (IC 36-1-12-4)

Governmental Unit: City of Bloomington, Indiana

Bidder (Firm) Indiana Traffic Services LLC.

Date: July 25th, 2013

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
$60,000.00	PM, TC	6/1/12	E&B Paving
$35,000.00	PM, TC	7/10/12	Milestone
$42,000.00	PM, TC	7/15/12	Calumet
$25,000.00	PM	7/1/12	Dave O'Mara

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner
$140,000.00	PM	10/1/13	Monroe County
$101,000.00	PM, TC	11/1/14	E&B Paving
$40,000.00	PM	6/5/14	Brooks
$37,000.00	PM, TC	12/30/13	Milestone

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List referenced from private firms for which you have performed work.

E & B PAVING

DAVE O'HARA

CALUMET

RIETH-RILEY

MILESTONE

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, completed the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

WE WILL START WITHIN FIFTEEN DAYS FROM THE NOTICE TO PROCEED AND COMPLETE THE PROJECT WITHIN THE FORTY-FIVE DAY TIME FRAME. WE WILL USE 1-OPERATOR, 1-DRIVER, 2-LABOR, 1-LONGLINE PAINT TRUCK, AND 1-PIC TRUCK.

2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval.

N/A

3. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

LONGLINE PAINT TRUCK, NURSE TRUCK, PIC TRUCK

4. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? Otherwise, please explain the rationale used which would corroborate the prices listed.

NO. WE HAVE MATERIAL IN STOCK.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at 8:00AM this 25th day of July, 2013

INDIANA TRAFFIC SERVICES LLC
(Name of Organization)

By

ESTIMATOR
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Hancock)

Larry Hodson being duly sworn, deposes and says that he is

Estimator (Title) of the above Indiana Traffic Services, LLC (Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 25th day of July, 2013.

Marlene S. [illegible]
Notary Public

My Commission Expires: 07/23/2017

County of Residence: Marion

INDIANA TRAFFIC SERVICES, LLC

FINANCIAL STATEMENTS

Periods Ended December 31, 2012 and 2011

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DWD
Dulin, Ward & DeWald, Inc.
CPAs & ADVISORS

9921 Dupont Circle Drive West, Suite 300
Fort Wayne, IN 46825
260.423.2414
800.232.8913
Fax: 260.423.2419
www.dwdcpa.com

Offices Located in Ft. Wayne and Marion, Indiana

INDEPENDENT AUDITORS' REPORT

To the Members of
Indiana Traffic Services, LLC
Greenfield, Indiana

We have audited the accompanying financial statements of Indiana Traffic Services, LLC (an S Corporation) which comprise the balance sheets, as of December 31, 2012 and 2011, and the related statements of income, members' equity and cash flows for the periods then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Indiana Traffic Services, LLC as of December 31, 2012 and 2011, and the results of its operations and its cash flows for the periods then ended in conformity with accounting principles generally accepted in the United States of America.

Other-Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of operating expenses are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Dulin, Ward & Dowdd, Inc.

Fort Wayne, Indiana
March 21, 2013

INDIANA TRAFFIC SERVICES, LLC
BALANCE SHEETS
December 31, 2012 and 2011

	2012	2011
ASSETS		
CURRENT ASSETS		
Cash	$ 10,004	$ 19,449
Contracts and accounts receivable	364,265	281,849
Inventory	53,084	73,452
Prepaid expenses	13,192	20,385
Costs and estimated earnings in excess of billings on uncompleted contracts	760	22,930
Total Current Assets	441,305	418,065
FIXED ASSETS		
Construction equipment	247,090	148,186
Vehicles and trailers	348,241	141,289
Office equipment	7,017	7,017
Radio equipment	340	340
	602,688	296,832
Accumulated depreciation	115,300	27,314
Net Fixed Assets	487,388	269,518
Total Assets	$ 928,693	$ 687,583

The accompanying notes are an integral part of these financial statements.

	2012	2011
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Current portion of long-term liabilities	$ 39,219	$ 4,664
Note payable - bank	111,026	145,626
Accounts payable - trade	18,765	4,253
Accounts payable - member	36,209	36,209
Employees' payroll deductions	5,115	3,380
Accrued expenses:		
Salaries and wages	8,438	5,967
Property taxes	16,600	11,800
Interest	260	750
Union fringe benefits	5,376	4,966
Lease obligation	50,400	48,800
Billings in excess of costs and estimated earnings on uncompleted contracts	6,890	6,300
Total Current Liabilities	298,298	272,715
Long-Term Liabilities		
Capital lease obligation	19,512	24,176
Note payable - bank	168,144	-
	187,656	24,176
Current portion	39,219	4,664
	148,437	19,512
Lease obligation	185,600	235,200
Total Long-Term Liabilities	334,037	254,712
Total Liabilities	632,335	527,427
MEMBERS' EQUITY	296,358	160,156
Total Liabilities and Members' Equity	$ 928,693	$ 687,583

INDIANA TRAFFIC SERVICES, LLC
STATEMENTS OF MEMBERS' EQUITY
Periods Ended December 31, 2012 and 2011

	2012	2011
BALANCE - beginning of period	$ 160,156	$ -
CONTRIBUTED CAPITAL	175,000	205,050
NET INCOME (LOSS)	(38,798)	(44,894)
BALANCE - end of period	$ 296,358	$ 160,156

The accompanying notes are an integral part of these financial statements.

INDIANA TRAFFIC SERVICES, LLC
STATEMENTS OF INCOME
Periods Ended December 31, 2012 and 2011

	2012	2011
CONTRACT REVENUES EARNED	$ 1,820,579	$ 695,167
COST OF CONTRACT REVENUES EARNED		
Materials	449,316	57,148
Direct labor	453,144	246,506
Subcontracts	2,000	4,337
Total Cost of Contract Revenues Earned	904,460	307,991
Gross Profit	916,119	387,176
OPERATING EXPENSES	985,102	426,641
Income (Loss) From Operations	(68,983)	(39,465)
OTHER INCOME (EXPENSES)		
Interest income	-	78
Interest expense	(15,498)	(5,507)
Gain (loss) on sale of fixed assets	45,683	-
Total Other Income (Expenses)	30,185	(5,429)
NET INCOME (LOSS)	$ (38,798)	$ (44,894)

The accompanying notes are an integral part of these financial statements.

INDIANA TRAFFIC SERVICES, LLC
STATEMENTS OF CASH FLOWS
Periods Ended December 31, 2012 and 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ (38,798)	$ (44,894)
Adjustments to reconcile net income (loss) to cash flows from operating activities:		
Depreciation	93,679	27,314
(Gain) loss on sale of fixed assets	(45,683)	-
Change in assets and liabilities:		
(Increase) decrease in:		
Contracts and accounts receivable	(82,416)	(281,849)
Inventory	20,368	(24,340)
Prepaid expenses	7,193	(20,385)
Costs and estimated earnings in excess of billings on uncompleted contracts	22,170	(22,930)
Increase (decrease) in:		
Accounts payable - trade	14,512	4,253
Employees' payroll deductions	1,735	3,380
Accrued expenses	7,191	23,483
Billings in excess of costs and estimated earnings on uncompleted contracts	590	6,300
Cash Flows From Operating Activities	541	(329,668)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(347,916)	(13,385)
Proceeds from sale of fixed assets	82,050	-
Cash Flows From Investing Activities	(265,866)	(13,385)
CASH FLOWS FROM FINANCING ACTIVITIES		
Contributed capital	175,000	205,050
Increase in accounts payable - member	-	36,209
Increase (decrease) in note payable - bank	(34,600)	145,626
Proceeds from note payable - bank	187,200	-
Payments on long-term liabilities	(71,720)	(24,383)
Cash Flows From Financing Activities	255,880	362,502
INCREASE (DECREASE) IN CASH	(9,445)	19,449
CASH BALANCE - beginning of period	19,449	-
CASH BALANCE - end of period	$ 10,004	$ 19,449

The accompanying notes are an integral part of these financial statements.

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Company installs pavement marking materials primarily in Indiana. The Company also installs and rents traffic control materials and equipment. The Company performs its services generally under fixed price subcontract agreements with general contractors in the highway and bridge construction industry. The Company was formed in March 2011and began operations in June 2011.

The process of preparing financial statements in conformity with generally accepted accounting principles requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues, and expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

The Company carries its accounts receivable at cost less an allowance for doubtful accounts. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts, based on a history of past write-offs and collections and current credit conditions. The Company's policy is not to accrue interest on accounts receivable. Accounts are written off as uncollectible at the time management determines that collection is unlikely.

Inventories consist of traffic control equipment, material and supplies and are valued at the lower of cost or market. Cost is determined by the first-in, first-out (FIFO) method.

Fixed assets are stated at cost. The cost of fixed assets is depreciated over the estimated useful lives of the related assets. Depreciation is computed on the straight-line method for financial reporting purposes.

The Company, with the consent of its members, has elected to be taxed as an S Corporation which provides that in lieu of corporate income taxes, the members are taxed individually on their proportionate share of the Company's taxable income. Therefore, no provision for income taxes has been made in the financial statements.

Advertising costs are charged to operations as incurred.

(continued)

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES(continued)

Profits from construction contracts and construction joint ventures are generally recognized by applying percentages of completion for each year to the total estimated profits for the respective contracts. The percentages of completion are determined by relating the actual costs of work performed to date to the current estimated total costs of the respective contracts. When the estimate on a contract indicates a loss, the Company's policy is to record the entire loss. The cumulative effect of revisions in estimates of total costs or revenue during the course of the work is reflected in the accounting period in which the facts that caused the revision first become known. An amount equal to the costs attributable to unapproved change orders and claims is included in the total estimated revenue when realization is probable. Profit from claims is recorded in the year such claims are resolved. Because of the inherent uncertainties in estimating costs and revenues, it is at least reasonably possible that estimates used could change in the near term.

The Company collects sales tax from customers and remits the entire amount to the appropriate states. The Company's accounting policy is to exclude the tax collected and remitted to the state from revenues and cost of sales.

The Company's income tax filings are subject to audit by various taxing authorities. The Company is not subject to income tax examinations by taxing authorities for tax years ending before December 31, 2011. In evaluating the Company's tax provisions and accruals, future taxable income, and the reversal of temporary differences, interpretations, and tax planning strategies are considered. The Company believes its estimates are appropriate based on current facts and circumstances.

Management has evaluated subsequent events through March 21, 2013, the date which the financial statements were available for issue.

2. ACQUISTION OF ASSETS

The Company acquired its fixed assets and inventory on June 30, 2011. As part of this purchase the company assumed the lease obligation described in Note 5. A liability in the amount of $308,000 has been recorded as consideration for the purchase of the assets.

3. COLLECTIVE BARGAINING AGREEMENT

Substantially all of the Company's non-management employees are covered by a collective bargaining agreement. The current agreement expires in March 2017.

4. PROPERTY HELD FOR LEASE

The cost and accumulated depreciation of property leased or available for lease is as follows:

	2012	2011
Traffic control equipment	$ $194,972	$ 114,401
Accumulated depreciation	(43,103)	(11,118)
	$ 151,869	$ 103,283

5. LEASE OBLIGATION

The Company leases its operating facilities from an LLC owned by a stockholder under an operating lease agreement. The lease requires monthly payments of $4,000 per month until September 2012 when it increases to $4,200 per month. The lease expires in August 2017. Total rent expense under this lease was $-0- in 2012 and 2011. The lease obligation of $308,000 was recorded as a liability as part of the acquisition of assets. Payments totaling $48,000 were made in 2012 and $24,000 was paid in 2011. Future minimum lease payments under this noncancelable lease at December 31, 2011 are as follows:

2013	$ 50,400
2014	50,400
2015	50,400
2016	50,400
2017 and thereafter	34,400
Total minimum lease payments required	$ 236,000

6. CREDIT RISK

The Company grants credit to customers located primarily in Indiana. The top four customers comprise approximately 35% of sales in 2012 and 76% of accounts receivable at December 31, 2012.

The Company maintains cash and cash equivalents at Ameriana Bank. The interest-bearing cash accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At December 31, 2012, there were no deposits in excess of the insured amount.

7. STATEMENT OF CASH FLOWS SUPPLEMENTAL DISCLOSURES

Cash used in operating activities for interest paid amounted to $15,988 in 2012 and $4,757 in 2011.

Noncash investing and financing activities for 2011 include fixed assets and inventory acquired via the assumption of the lease obligation in the amount of $308,000. The Company also acquired a forklift in the amount of $24,559 under a capital lease as described in note 8.

8. CAPITAL LEASE OBLIGATION

The Company leases a forklift under a capital lease expiring November 2016. The asset under the capital lease is capitalized using the interest rate appropriate at the inception of the lease. The asset is depreciated over the estimated productive life of the equipment. Depreciation of the asset under the capital lease is included in depreciation expense.

Following is a summary of property held under capital lease:

	2012	2011
Shop equipment	$ 24,559	$ 24,559
Accumulated depreciation	5,321	409
	$ 19,238	$ 24,150

Minimum future lease payments under the capital lease as of December 31, 2012 for each of the next five years and in the aggregate are:

2013	$ 5,252
2014	5,252
2015	5,252
2016	4,813
2017 and thereafter	-
Total minimum lease payments	20,569
Amount representing interest	1,057
Present value of net minimum lease payments	$ 19,512

9. NOTES PAYABLE

The Company has available a $200,000 line of credit with Ameriana Bank bearing interest at 5.00% at December 31, 2012. The line of credit, which is available until September 2013, is secured by a personal guarantee of the primary member and real estate owned by the member. The line of credit had a balance of $111,026 at December 31, 2012 and $145,626 at December 31, 2011. The loan agreement contains certain financial covenants. The Company was in compliance with these covenants as of December 31, 2012.

The Company has a note payable to Ameriana Bank in the amount of $168,144 at December 31, 2012. The note is payable in monthly installments of $3,616 and bears interest at 5.875%. The note matures in May 2017. Maturities on long-term liabilities as of December 31, 2012:

2013	$ 39,219
2014	$ 41,427
2015	$ 43,763
2016	$ 45,798
2017	$ 17,656

10. ACCOUNTS PAYABLE - MEMBER

The accounts payable – member in the amount of $36,209 at December 31, 2012 and 2011 represents advances to the company by the member for operating expenses. The amount has no terms for repayment. This amount was subsequently paid on February 15, 2013.

11. CONTRACTS AND ACCOUNTS RECEIVABLE

Contracts and accounts receivable consist of the following: as of December 31, 2012:

	2012	2011
Billed:		
Completed contracts	$ 305,165	$ 261,697
Contracts in progress	16,352	14,570
Retainage	42,748	5,582
	$ 364,265	$ 281,849

12. CONTRACTS IN PROGRESS

At December 31, 2012 the Company had contracts in progress as follows:

	2012	2011
Costs incurred on uncompleted contracts	$ 28,727	$ 37,423
Estimated revenue earned	3,980	4,159
Billings on uncompleted contracts	(38,837)	(24,952)
Net	$ (6,130)	$ 16,630

The construction contracts in progress are included in the accompanying balance sheets under the following captions:

	2012	2011
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 760	$ 22,930
Billings in excess of costs and estimated earnings on uncompleted contracts	(6,890)	(6,300)
Net	$ (6,130)	$ 16,630

13. DISCLOSURE OF SIGNIFICANT ESTIMATES – REVENUE RECOGNITION

As outlined in the Statement of Accounting Policies, the Company's construction revenue is recognized on the percentage-of-completion basis. Consequently, construction revenue and gross margin for each reporting period is determined on a contract by contract basis by reference to estimates by the Company's engineers of expected costs to be incurred to complete each project. These estimates include provisions for known and anticipated cost overruns, if any exist, or are expected to occur. These estimates may be subject to revision in the normal course of business.

INDIANA TRAFFIC SERVICES, LLC
STATEMENTS OF OPERATING EXPENSES
Periods Ended December 31, 2012 and 2011

	2012	2011
Advertising	$ 55	$ -
Bank charges	1,477	710
Bidding	1,341	181
Depreciation	93,679	27,314
Dues and subscriptions	1,746	530
Freight	104	-
Gasoline	93,084	35,442
Insurance - general	103,514	46,934
Insurance - group	11,533	1,410
Legal and professional	28,384	12,243
Licenses and fees	4,660	11,923
Miscellaneous	1,344	782
Payroll taxes	70,784	42,932
Property taxes	19,341	11,800
Rent - equipment	31,570	725
Repairs and maintenance	66,093	18,894
Salaries and wages	239,518	89,666
Supplies - office	22,820	14,708
Supplies - shop	47,466	23,719
Taxes - other	415	338
Telephone and communication	8,859	5,585
Travel and entertainment	12,771	5,910
Union fringe benefits	107,679	66,298
Utilities	16,865	8,597
Total Operating Expenses	$ 985,102	$ 426,641

The accompanying notes are an integral part of these financial statements.

BID BOND

KNOW ALL MEN THESE PRESENTS, that we, the undersigned, Indiana Traffic Services, LLC as Principal, and United Fire & Casualty Company as Surety, are hereby held and firmly bound unto the City of Bloomington, IN as OWNER in the penal sum of Five Percent of the total bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 25th day of July, 2013.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Bloomington

a contract in writing, for the 2013 Pavement Markings

NOW, THEREFORE,

1. If said Quote shall be rejected, or
2. If said Quote shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said Quote) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Quote, then this obligation shall void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for

any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Quote; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

INDIANA TRAFFIC SERVICES, LLC

Kathryn L. Ottesen (L.S.)

Principal Kathryn L. Ottesen, President

UNITED FIRE & CASUALTY COMPANY

Surety

By: _____

Attorney-in-Fact

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint DOUGLAS A. GRIM, OR DOUGLAS A. GRIM, II, OR JAMES R. HUNTER, OR GAIL A. PRICE, OR MARIANNE HAYS, OR STEVEN L. DANIELSON ALL INDIVIDUALLY of INDIANAPOLIS IN

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds,undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed $5,000,000.00

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire 13th day of September, 2013 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby,and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

UNITED FIRE & CASUALTY COMPANY CORPORATE SEAL CEDAR RAPIDS IOWA

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 13th day of September, 2011

UNITED FIRE & CASUALTY COMPANY

By Dennis J Richmann
Vice President

State of Iowa, County of Linn, ss:

On 13th day of September, 2011, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

Mary A. Jansen
Iowa Notarial Seal
Commission number 713273
My Commission Expires 10/26/13

Mary A Jansen
Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

UNITED FIRE & CASUALTY COMPANY CORPORATE SEAL CEDAR RAPIDS, IOWA

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 25th day of July 2013.

David A. Lange
Secretary

BPOA0014 0611

Board of Public Works
Staff Report

Project/Event: Addendum to T2 Software Subscription Agreement

Staff Representative: Susie Johnson

Meeting Date: July 26, 2013

The Parking Enforcement Division of Public Works needs to update the agreement with T2 Systems, our ticketing system software provider. This upgrade will move us to the next version of eBusiness which is the method by our on-line business is conducted which includes accepting ticket payment and appeals.

This addendum also upgrades our agreement to allow the Parking Enforcement Officers to use handheld ticket writing computers that are wireless and connected directly into the T2 backend office. This will allow for mobile payment of parking meters as well as informing our in-office customer service representative instantly of a ticket being issued. Often, a ticket will be written and the person who received the ticket will come in right away to pay the fine. Currently, that ticket information is not available to the customer service representative until the following day when the handhelds are batch loaded.

Recommend approval.

ADDENDUM TO SOFTWARE SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON, INDIANA, AND T2 SYSTEMS, INC.

WHEREAS, on April 16, 2011, the City of Bloomington, Indiana, (hereinafter "City") entered a Software Subscription Agreement with T2 Systems, Inc., (hereinafter "T2") for T2 Flex Renewal and Hosting services for the City's use regarding its internal parking business operations; and

WHEREAS, the City wishes to upgrade its parking operations by purchasing upgraded equipment and by subscribing to T2's eBusiness services which will enable better, faster service for the convenience of persons parking their vehicles and which will integrate all data and transaction information for real-time control.

NOW THEREFORE, in consideration of the conditions set forth herein, the parties hereby agree as follows:

1. The City accepts: (1) Sales Quotation No. 001807-RO for the eBusiness subscription; and (2) Sales Quotation No. 001731-R7 for the purchase of handheld computers, printers and related services.

2. The Sales Quotations referenced above are attached in full to and incorporated into this Addendum.

3. Notwithstanding the City's acceptance of the two (2) Sales Quotations and notwithstanding the Terms & Conditions contained in each of the Sales Quotations, the parties agree to the following terms for the remainder of the City's Software Subscription Agreement with T2, which expires on April 15, 2014.

    a. The handhelds to be purchased by the City shall use AT&T as the service provider.

    b. Invoices shall be submitted for services completed or equipment delivered and are due upon receipt. Invoices shall be considered past due if not paid within thirty (30) calendar days of the due date.

    c. Following resolution of the City's current dropped payment problem and after the go live date, T2 shall provide the City with a sixty (60) day free trial of the eBusiness subscription in order for the City to confirm that dropped payments occur in no more than 1% of payments processed.

d. If the dropped payments are not reduced to 1% or less after this sixty (60) day trial, T2 shall provide the City with a second free trial period of sixty (60) days.

4. The acceptance of the two (2) Sales Quotations referenced in this Addendum is contingent upon T2's provision of the eBusiness customization regarding the escalation of parking fines which the parties are currently discussing.

5. Should T2 decide not to finalize this customization, the City shall be entitled to a full refund of all money paid under this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed this _____ day of _____, 2013.

CITY OF BLOOMINGTON

By: _____
Charlotte Zietlow, President
Board of Public Works

By: _____
Mark Kruzan, Mayor

T2 SYSTEMS, INC.

By: _____
Tim Maginn, Chief Operating Officer

Think Technology. Think Solutions. Think T2.

Sales Quotation

Prepared For:
CITY OF BLOOMINGTON, INDIANA

By:
SEAN SHEERAN
July 26, 2013

8900 Keystone Crossing, Suite 700
Indianapolis, IN 46240

T2 Systems, Inc

Think Technology. Think Solutions. Think T2.

8900 Keystone Crossing, Suite 700
Indianapolis, IN 46240

Quote No.: **001807-R1**
Date: July 26, 2013
Valid For: 90 day(s)
Payment Terms: Net 30

Sales Representative:
Sean Sheeran
317-524-7429

Bill to:	**Ship to:**
CITY OF BLOOMINGTON, INDIANA Raye Ann Cox coxr@bloomington.in.gov (812) 349-3436 ITS DepartmentPO Box 100 Bloomington, In 47402	CITY OF BLOOMINGTON, INDIANA City of Bloomington I.T.S.401 N Morton St, Suite 150 Bloomington, In 47404

SOFTWARE SUBSCRIPTION

Description	Qty	Unit Price	Total Extended
T2 Flex eBusiness My Account Application - T2 Hosted	1	300.00	$300.00
T2 Flex eBusiness Citation Appeals Application - T2 Hosted	1	750.00	$750.00
T2 Flex eBusiness Citation Payment Application - T2 Hosted	1	900.00	$900.00
		SUBTOTAL	**$1,950.00**

WEB DEVELOPMENT

Description	Qty	Unit Price	Total Extended
T2 Flex eBusiness Citation Appeals Development - T2 Hosted	1	7,500.00 - 30.00%	$5,250.00
T2 Flex eBusiness Citation Payment Development - T2 Hosted	1	9,000.00 - 30.00%	$6,300.00
T2 Flex eBusiness My Account Development - T2 Hosted	1	3,000.00 - 30.00%	$2,100.00
First Data - Internet Payment Gateway	1	2,400.00	$2,400.00
Enhancement- Must be paid warning	1	1,350.00	$1,350.00
		SUBTOTAL	**$17,400.00**
		TOTAL	**$19,350.00**

Second Year Fees	$ 2,047.50
Third Year Fees	$ 2,149.88

Terms & Conditions

T2 Systems has made every effort to insure that all relevant information received by client pertaining to requested software, hardware and implementation services has been included in this quotation. Please check this quotation carefully. Our goal is to provide the most accurate information possible.

T2 Flex is a subscription based service. T2 Flex can be hosted by T2 Systems at nFrame (co-location facility) in Indianapolis or hosted by this organization. If the organization hosts the application and database, an Oracle license is required. T2 can provide the Oracle license for an additional charge.

Subscriber shall pay to T2 Systems Subscription Fee for the use of the Software, fixes, patches and updates to the Software applicable to the Subscriber's Purchase Order, and technical support services provided hereunder in accordance with the applicable Purchase Order. T2 Systems reserves the right to increase the Subscription Fee by the five percent (5%) annually.

PAYMENT TERMS

T2 Flex payments can be made on a monthly or annual basis. Annual payments are due at the beginning of each year.

T2 Systems will begin billing for T2 Flex at the date the software is accessible by the organization or three (3) months from the effective date of the F2 Flex subscription agreement, whichever is earlier.

T2 performs monthly billing via direct ACH debit of customer accounts for services and products offered under this proposal. For invoices paid via alternative methods T2, applies a 3% billing service charge.

T2 Systems' standard payment terms are net 30 on a progress-billing basis.

Upon receipt of a Purchase Order, T2 Systems will invoice the organization 50% for all items listed under Professional Services. T2 will bill the organization 25% when first sample is delivered and the remaining 25% at go live. eBusiness development will be billed 50% upon receipt of purchase order and 50% upon delivery. Data conversion and interfacing will be billed 50% upon purchase order. T2 will bill the organization 25% when first sample is delivered and all remaining 25% upon completion. Data conversion and Interface costs are an estimate. Actual conversion and Interface costs will be billed separately. Travel costs are an estimate. Actual travel costs will be billed separately.

Handheld and T2 Flex Point of Sale hardware will be invoiced 100% upon shipment.

Access and Revenue Control hardware totaling over $100,000.00 will be invoiced 30% upon receipt of purchase order, 30% due at delivery to the distributor and 40% upon when installed. Access and Revenue Control hardware purchased under $100,000.00 will be invoiced 100% upon shipment of the hardware.

Shipping charges provided above are an estimate. Actual shipping cost will be billed. If no shipping charges have been provided above, actual shipping cost will still be billed.

eBusiness solution pricing (if appropriate) represents the basic solution. Additional charges may apply if the work requested does not fit within the basic solution. Web development services can be purchased. Credit card processing and payment gateways will be handled by the customer. T2 will provide any requirements and/or information needed to setup the eBusiness site.

Crystal Reports XI is provided as part of the Flex Software. Crystal Reports comes with one (1) named user license to write reports and concurrent licenses to run reports.

PROFESSIONAL SERVICES TERMS

This quote outlines the deliverables to be completed for the successful project implementation. Anything not addressed in this quote is considered to be out of scope, and therefore not included. Change requests to the Quote must be submitted in writing to the T2 Project Manager.

Each party shall designated a Project Manager who shall work together to facilitate an efficient delivery of the project deliverables. The T2 Project Manager will be responsible for project planning, scheduling, and issue/risk resolution. Customer's Project Manager will be responsible for identifying and coordinating the "customer" resources necessary to meet the project schedule.

T2's project methodology includes numerous items that are dependent upon the customer meeting certain obligations. Failure to meet those obligations may result in a delay to the project and/or additional fees.

At the conclusion of each deliverable, the "customer's" Project Manager will be requested to provide an acceptance signature on the T2 Verification and Acceptance form. The customer will have ten (10) business days to either sign off, or provide feedback on outstanding items preventing acceptance. In the event no feedback has been received during the timeframes; there will be an assumed acceptance.

Scheduling and costs are based on keeping T2's resources continuously engaged on the project, as will be agreed to in the project kick-off meeting. In the event that a project is delayed, for reasons outside of T2's control, "customer" maybe subject to paying additional fees and/or the delay of the project delivery dates and Go-Live.
Customer may request changes to the planned deliverables. Changes request may result in a change to the price, schedule and other terms and conditions contained herein. Any changes, including, but not limited to, changes in the deliverables and dates of delivery, will be initiated through a T2 change request process and will be in writing.
When a project does not stay on the agreed upon schedule because the customer did not meet their deliverables, or if the customer requests a new date after a committed date has been scheduled, the customer will be responsible for:
Acceleration of payment for all Professional Services completed to date (i.e., I&T, project management costs, eBusiness, interfaces, etc.)
All hard costs, including travel.

PROFESSIONAL SERVICES REBOOKING FEES
Any necessary rework (repeat of training, additional data sample, additional PM hours) would be billed at restart.
A reengagement fee of 20% of the total professional services or a flat fee of $2000 (whichever is less) would be charged at restart.

MAINTENANCE AND SUPPORT
T2 Flex upgrades and technical support are incorporated into the subscription price. T2 releases on average two (2) upgrades per year. Technical support is available Monday-Friday from 8am to 8pm EST. A toll free number and e-mail is provided. Technical support can assist you with your T2 questions. Hardware maintenance and support is provided for the first year at no additional cost. You have the option of renewing maintenance and support on all T2 supported hardware after the first year. Hardware and maintenance support is renewed on an annual basis.
T2 Flex Handheld Enforcement software maintenance can be renewed for a cost of $300.00/handheld annually.
T2 Flex Point of Sales hardware bundle can be renewed for a cost of $255.0/bundle annually.

EBUSINESS SUBSCRIPTION TERMS INCLUDED
•Ability to upgrade eBusiness solutions.
•T2 Flex and eBusiness configuration assistance. For example, changes to prepare for an upcoming permit sale are included.
•Updates to the customer's specific look and feel. (Two updates per year)
•Changes needed for existing Credit Card interfaces. If a coding change is needed for the existing credit card interface, the changes necessary are included.
•Correction of defects found within eBusiness. This includes defects discovered in standard functionality and custom functionality specific to each customer.
•Guarantee that customer's version of eBusiness will work in conjunction with future versions of Flex.
•Ability to seamlessly add new eBusiness solutions to existing customer site. (New Solutions must be purchased.)

EXCLUDED
•New functionality specific to customer. This will be priced specific to each customer and their request.
•The items listed under the excluded section will be charged per incident on a time and material basis.

PERMIT DIRECT SUBSCRIPTION
On a monthly basis, T2 Systems will bill customers and Customer will pay to T2 Systems a standard transaction fee equal to:
Three dollars and fifty-four cents ($3.54US$) per permit shipped if no minimum commitment is made by Customer:
Two dollars and ninety cents ($2.90US$) per permit shipped if Customer commits to Committed Volume Level of ten Thousand (10,000) permits beginning July of each calendar year through June 20 of the subsequent calendar year Period; and
Two Dollars and thirty cents ($2.30US$) per permit shipped if Customer commits to Committed Volume Level of twenty thousand (20,000) permits beginning July 1 of each calendar year through June 30 subsequent calendar year Period; and
Two dollars and twenty cents ($2.20US$) per permit shipped if Customer commits to Committed Volume Level of thirty thousand (30,000) permits beginning July 1 of each calendar year through June 30 the subsequent calendar year Period.

Think Technology. Think Solutions. Think T2.

Sales Quotation

Prepared For:
CITY OF BLOOMINGTON, INDIANA

By:
SEAN SHEERAN
July 18, 2013

8900 Keystone Crossing, Suite 700
Indianapolis, IN 46240

T2 Systems, Inc

Think Technology. Think Solutions. Think T2.

8900 Keystone Crossing, Suite 700
Indianapolis, IN 46240

Quote No.: **001731-R7**
Date: July 18, 2013
Valid For: 90 day(s)
Payment Terms: Net 30

Sales Representative:
Sean Sheeran
317-524-7429

Bill to:	**Ship to:**
CITY OF BLOOMINGTON, INDIANA Raye Ann Cox coxr@bloomington.in.gov (812) 349-3436 ITS DepartmentPO Box 100 Bloomington, In 47402	CITY OF BLOOMINGTON, INDIANA City of Bloomington I.T.S.401 N Morton St, Suite 150 Bloomington, In 47404

SOFTWARE SUBSCRIPTION

Description	Qty	Unit Price	Total Extended
T2 Flex Enforcement Handheld Software (Subscription)	13	750.00	$9,750.00
T2 Flex ParkMobile Pay By Cell Handheld Software	13	300.00	$3,900.00
		SUBTOTAL	**$13,650.00**

PROFESSIONAL SERVICES

Description	Qty	Unit Price	Total Extended
Handheld Only Implementation Fee	1	995.00	$995.00
T2 Flex Pay by Cell Handheld Configuration and Implementation Fee	1	995.00 - 100.00%	
		SUBTOTAL	**$995.00**

HARDWARE

Description	Qty	Unit Price	Total Extended
Motorola-Symbol MC75 Four Slot Charge Only Cradle	4	406.00 - 100.00%	
Estimated Freight Charges	1	50.00	$50.00

Motorola MC75A6 (AT&T) & O'Neil Printer includes 3 Year Comprehensive Warranty Motorola MC75A6 (AT&T) & O'Neil Printer Bundle with 3 Year Comprehensive Warranty (Use this product when quoting hh software subscription.)	13	4,136.88 - 9.30%	$48,779.44
		SUBTOTAL	**$48,829.44**

ADDITIONAL SERVICES

Description	Qty	Unit Price	Total Extended
T2 Flex Handheld Software Wireless Real-Time Support	13	240.00 - 100.00%	
One Year Access to Recorded Trainings One Year Access to Recorded Trainings	1	395.00 - 100.00%	
		SUBTOTAL	**$0.00**
		TOTAL	**$63,474.44**

Second Year Fees	$ 14,339.00
Third Year Fees	$ 15,054.00

Terms & Conditions

T2 Systems has made every effort to insure that all relevant information received by client pertaining to requested software, hardware and implementation services has been included in this quotation. Please check this quotation carefully. Our goal is to provide the most accurate information possible.

T2 Flex is a subscription based service. T2 Flex can be hosted by T2 Systems at nFrame (co-location facility) in Indianapolis or hosted by this organization. If the organization hosts the application and database, an Oracle license is required. T2 can provide the Oracle license for an additional charge.

Subscriber shall pay to T2 Systems Subscription Fee for the use of the Software, fixes, patches and updates to the Software applicable to the Subscriber's Purchase Order, and technical support services provided hereunder in accordance with the applicable Purchase Order. T2 Systems reserves the right to increase the Subscription Fee by the five percent (5%) annually.

PAYMENT TERMS

T2 Flex payments can be made on a monthly or annual basis. Annual payments are due at the beginning of each year.

T2 Systems will begin billing for T2 Flex at the date the software is accessible by the organization or three (3) months from the effective date of the F2 Flex subscription agreement, whichever is earlier.

T2 performs monthly billing via direct ACH debit of customer accounts for services and products offered under this proposal. For invoices paid via alternative methods T2, applies a 3% billing service charge.

T2 Systems' standard payment terms are net 30 on a progress-billing basis.

Upon receipt of a Purchase Order, T2 Systems will invoice the organization 50% for all items listed under Professional Services. T2 will bill the organization 25% when first sample is delivered and the remaining 25% at go live. eBusiness development will be billed 50% upon receipt of purchase order and 50% upon delivery. Data conversion and interfacing will be billed 50% upon purchase order. T2 will bill the organization 25% when first sample is delivered and all remaining 25% upon completion. Data conversion and Interface costs are an estimate. Actual conversion and Interface costs will be billed separately. Travel costs are an estimate. Actual travel costs will be billed separately.

Handheld and T2 Flex Point of Sale hardware will be invoiced 100% upon shipment.

Access and Revenue Control hardware totaling over $100,000.00 will be invoiced 30% upon receipt of purchase order, 30% due at delivery to the distributor and 40% upon when installed. Access and Revenue Control hardware purchased under $100,000.00 will be invoiced 100% upon shipment of the hardware.

Shipping charges provided above are an estimate. Actual shipping cost will be billed. If no shipping charges have been provided above, actual shipping cost will still be billed.

eBusiness solution pricing (if appropriate) represents the basic solution. Additional charges may apply if the work requested does not fit within the basic solution. Web development services can be purchased. Credit card processing and payment gateways will be handled by the customer. T2 will provide any requirements and/or information needed to setup the eBusiness site.

Crystal Reports XI is provided as part of the Flex Software. Crystal Reports comes with one (1) named user license to write reports and concurrent licenses to run reports.

PROFESSIONAL SERVICES TERMS

This quote outlines the deliverables to be completed for the successful project implementation. Anything not addressed in this quote is considered to be out of scope, and therefore not included. Change requests to the Quote must be submitted in writing to the T2 Project Manager.

Each party shall designated a Project Manager who shall work together to facilitate an efficient delivery of the project deliverables. The T2 Project Manager will be responsible for project planning, scheduling, and issue/risk resolution. Customer's Project Manager will be responsible for identifying and coordinating the "customer" resources necessary to meet the project schedule.

T2's project methodology includes numerous items that are dependent upon the customer meeting certain obligations. Failure to meet those obligations may result in a delay to the project and/or additional fees.

At the conclusion of each deliverable, the "customer's" Project Manager will be requested to provide an acceptance signature on the T2 Verification and Acceptance form. The customer will have ten (10) business days to either sign off, or provide feedback on outstanding items preventing acceptance. In the event no feedback has been received during the timeframes; there will be an assumed acceptance.

Scheduling and costs are based on keeping T2's resources continuously engaged on the project, as will be agreed to in the project kick-off meeting. In the event that a project is delayed, for reasons outside of T2's control, "customer" maybe subject to paying additional fees and/or the delay of the project delivery dates and Go-Live.
Customer may request changes to the planned deliverables. Changes request may result in a change to the price, schedule and other terms and conditions contained herein. Any changes, including, but not limited to, changes in the deliverables and dates of delivery, will be initiated through a T2 change request process and will be in writing.
When a project does not stay on the agreed upon schedule because the customer did not meet their deliverables, or if the customer requests a new date after a committed date has been scheduled, the customer will be responsible for:
Acceleration of payment for all Professional Services completed to date (i.e., I&T, project management costs, eBusiness, interfaces, etc.)
All hard costs, including travel.

PROFESSIONAL SERVICES REBOOKING FEES
Any necessary rework (repeat of training, additional data sample, additional PM hours) would be billed at restart.
A reengagement fee of 20% of the total professional services or a flat fee of $2000 (whichever is less) would be charged at restart.

MAINTENANCE AND SUPPORT
T2 Flex upgrades and technical support are incorporated into the subscription price. T2 releases on average two (2) upgrades per year. Technical support is available Monday-Friday from 8am to 8pm EST. A toll free number and e-mail is provided. Technical support can assist you with your T2 questions. Hardware maintenance and support is provided for the first year at no additional cost. You have the option of renewing maintenance and support on all T2 supported hardware after the first year. Hardware and maintenance support is renewed on an annual basis.
T2 Flex Handheld Enforcement software maintenance can be renewed for a cost of $300.00/handheld annually.
T2 Flex Point of Sales hardware bundle can be renewed for a cost of $255.0/bundle annually.

EBUSINESS SUBSCRIPTION TERMS INCLUDED
•Ability to upgrade eBusiness solutions.
•T2 Flex and eBusiness configuration assistance. For example, changes to prepare for an upcoming permit sale are included.
•Updates to the customer's specific look and feel. (Two updates per year)
•Changes needed for existing Credit Card interfaces. If a coding change is needed for the existing credit card interface, the changes necessary are included.
•Correction of defects found within eBusiness. This includes defects discovered in standard functionality and custom functionality specific to each customer.
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Staff Report

To: Board of Public Works
From: Patty Mulvihill, Assistant City Attorney
Date: July 25, 2013
Re: Appeal of Notice of Violation # 31545 (Alexander Gul, 2611 E. Roundhill Lane)

Attachments:

1. Notice of Violation # 31545—Exhibit A
2. Photographs taken on July 11, 2013—Exhibit B
3. Notice of Administrative Appeal—Exhibit C
4. Chapter 6.06 of the Bloomington Municipal Code—Exhibit D

Facts:

1. On October 3, 2012, the City of Bloomington Common Council passed Ordinance 12-23, which repealed and replaced Chapter 6.06, entitled Garbage and Weeds. This Ordinance was signed by Mayor Mark Kruzan on October 4, 2012. A copy of Ordinance 12-23 (the portion of which pertains to Chapter 6.06) is attached as Exhibit D.
2. Chapter 6.06 (specifically Section 6.06.050) makes it unlawful for a property owner to allows his grass to exceed the height of eight (8) inches.
3. On July 11, 2013, Neighborhood Compliance Officer Mike Arnold issued Notice of Violation # 31545 to Alexander Gul because his property located at 2611 East Roundhill Lane contained grass which exceeded the height of 8 inches. A copy of the Notice of Violation is attached as Exhibit A. Photographs of the property taken on the date the Notice of Violation are attached as Exhibit B.
4. On July 17, 2013, Alexander Gul, via his attorney James Alexander Tanford, filed an Administrative Appeal challenging the validity of Notice of Violation # 31545.

City's Response to Mr. Gul's Request for Clarification:

Mr. Gul has requested that the appeal process regarding Notices of Violation be clarified. The City believes the confusion on Mr. Gul's part is that he is referring to the ordinance regulating the height of grass in effect in 2012. That ordinance referred to a "removal notice" in its Section 6.06.080 and this reference was deleted with the adoption of the new ordinance. The

new ordinance regulating the height of grass, referred to above and attached as Exhibit D, makes the appeal process clear and that process is properly reflected on the Notice of Violation. Upon receiving this request for clarification the City Legal Department spoke with the City Clerk and learned that the City's codifier has not yet updated the online version of the City's municipal code; although the newly adopted ordinances are available for review online via a different link.

Section 6.06.070(b)(8) of the new ordinance, the one in effect and the one under which Mr. Gul was issued his Notice of Violation, indicates that a Notice of Violation may be appealed to the Board of Public Works no later than seven (7) days from the date the Notice was issued. This statement of the law is properly reflected on the Notice of Violation issued to Mr. Gul, see attached Exhibit A, towards the bottom of the Notice and next to the number 4.

City's Response to the Grounds Raised in Mr. Gul's Appeal:

Mr. Gul alleges that the Notice of Violation is unlawful because Chapter 6.06 of the Bloomington Municipal Code fails to define the word "grass", thereby rendering the ordinance void for vagueness under the Due Process clause of the United States and Indiana constitutions.

Chapter 6.06 of the Bloomington Municipal Code is not unconstitutionally vague under either constitution for failing to define the word "grass".

- An ordinance is only invalidated for vagueness for one of two reasons: (1) for failing to provide notice enabling **ordinary people** to understand the conduct that is prohibited; and (2) for the possibility that it encourages arbitrary or discriminatory enforcement. Brown v. State, 868 N.E.2d 464, 467 (Ind. 2007).
- Courts across the country have consistently held that ordinances which fail to define the word "grass", or even the word "weed" are not void for vagueness. *See generally*, Howard v. City of Lincoln, 497 N.W.2d 53 (Neb. 1993); City of Montgomery v. Norman, 816 So.2d 72 (Ala. Crim. App. 1999); Lundquist v. City of Milwaukee, 643 F.Supp. 774 (E.D. Wis. 1986); Vajk v. City of Iron River, 2011 WL 101740 (W.D. Mich. 2011); and Sobocinski v. City of Williamsport, 319 A.2d 697 (Pa. Commw. Ct. 1974).
- The word "grass" is sufficiently well-rooted in the English language that citizens who want to adhere to the rules of the ordinance will do so. The majority, overwhelmingly so,

of property owners in the City of Bloomington clearly understand what the City means when it uses the word "grass".

- Courts have further held that as long as an ordinance has an objective height standard in its weed/grass control ordinance, it prohibits arbitrary or discriminatory enforcement.
- Since Chapter 6.06 has a specific height at which a violation occurs, it provides a definite guideline for enforcement.

Mr. Gul further alleges that the Notice of Violation is unlawful because Chapter 6.06 of the Bloomington Municipal Code violates Mr. Gul's freedom of conscience and speech, rights guaranteed by the First Amendment to the U.S. Constitution and Article 1, Sections 3 and 9, of the Indiana Constitution.

Chapter 6.06 of the Bloomington Municipal Code does not violate the First Amendment to the U.S. Constitution or Article 1 of the Indiana Constitution.

- The First Amendment only applies to the following conduct: (1) if there is intent to convey a particularized message; and (2) there is a great likelihood that the message will be understood by those who view it. Texas v. Johnson, 491 U.S. 397, 404 (1980).
- If a person needs to provide explanatory speech to make his expressive conduct known, then that is strong evidence that First Amendment protections are not provided to the expressive conduct. Rumsfield v. Forum for Academic and Institutional Rights, Inc., 547 U.S. 47, 66 (2006).
- While Mr. Gul may not be mowing his lawn because he is wishing to express his views on environmental consequences, persons of ordinary intelligence can not be reasonably expected to understand that particularized message. Since the conduct cannot in and of itself convey the message Mr. Gul wishes to express, his conduct is not protected by the First Amendment of the U.S. Constitution, and the City's ordinance is constitutionally permitted.
- The Criminal Court of Appeal of the State of Alabama specifically held that there was no constitutional violation of a person's First Amendment rights by the existence and enforcement of the City of Montgomery's weed/grass ordinance. City of Montgomery v. Norman, 816 So.2d 72 (Ala. Crim. App. 1999);

- Article 1, Section 3 of the Indiana Constitution is principally about protecting religious freedoms and the rights to worship, it does not somehow provide an individual the right to refuse to mow his lawn.
- Article 1, Section 9 claims have a two-part analysis: (1) did the government action restrict a person's expressive activity; and (2) was the government restriction an "abuse" on the person's right to speak. Ogden v. Robertson, 962 N.E.2d 134, 141 (Ind.Ct.App.2012). Generally speaking the government can "abuse" the right to speak if it is "rational". Blackman v. State, 868 N.E.2d 579, 585 (Ind.Ct.App.2007).
- While it is true that requiring Mr. Gul to mow his lawn may restrict his expressive activity, it is equally clear that the ordinance is a reasonable and rational regulation and that Mr. Gul's rights under the Indiana Constitution were not violated.

Mr. Gul alleges that the Notice of Violation is unlawful because Chapter 6.06 of the Bloomington Municipal Code fails to define the word "rank vegetation" and is therefore in violation of Indiana Code Section 36-7-10.1-3.

Chapter 6.06 of the Bloomington Municipal Code is not in violation of Indiana Code Section 36-7-10.1-3.

- Indiana Code 36-7-10.1-3 only requires an ordinance to define the words "weed" or "rank vegetation" if the ordinance is regulating weeds or rank vegetation.
- Indiana Code 36-7-10.1-3 does not have any requirements for what an ordinance must contain or define if it is regulating the height of grass. Since Mr. Gul was cited for a grass violation, Indiana Code 36-7-10.1-3 is inapplicable.

Staff Recommendation:

Staff recommends that Mr. Gul's appeal be denied as the City's ordinance and the relevant Notice of Violation do not violate the U.S. Constitution, the Indiana Constitution or the Indiana Code.

Notice of Violation

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

Date 7/11/13 Time 3:45 Address/location 2611 E Roundhill Ln 47401

Issued by: 220

☐ BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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

NOTE: ***Immediate compliance required*** in order to avoid additional violations/fines assessed at $15.00/day per BMC 6.04.060(c).

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

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

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

☐ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

☒ **Fine Due:** ☒**$50** ☐**$100** ☐**$150** ☐ **Warning (No fine due at this time)** **Ticket#** 31545

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

Comments: Grass beyond the height of 8"

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

Owner Name Alexandra Gill	Agent Name
Address 2611 E Roundhill Ln	Address
City B- State IN	City State
Zip Code 47401	Zip Code

BPW: ✓ Mail Copies To: Resident:____ Owner: ✓

EXHIBIT A

2611 E. Roundhill Ln.
11 July 2013

EXHIBIT
tabbies
B

11 JULY 2015

NOTICE OF APPEAL
City of Bloomington v. Alex Gul.

On June 13, 2013, a Notice of Violation was issued for property located at 2611 E. Roundhill Lane alleging a violation of BMC 6.06.050 for allowing the property to become overgrown with weeds, grass or noxious plants beyond the height of 8 inches, and assessing a fine of $50.

The property is owned and occupied by Alex Gul, who appeals the NOV on the following grounds:

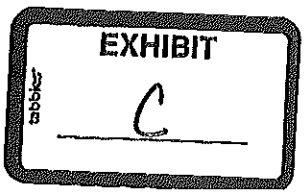
1. The NOV is unlawful because it does not comply with the requirements of BMC 6.06.070(b)(2) because it fails to specify the nature of the violation. The underlying ordinance, BMC 6.06.050 covers three types of prohibited growth: weeds, grass or noxious plants. The NOV does not say which of the three problems are supposed to exist on the property, and without this information, the property owner does not know what to remedy.

2. The NOV is unlawful under the Due Process clauses of the United States and Indiana constitutions because it is too vague to inform a property owner of what violation is alleged, and therefore deprives the owner of his property rights. Because the NOV does not specify whether the alleged violation is caused by tall grass, by weeds, or by noxious plants, and if by weeds or noxious plants, which particular plants in the yard are being referred to. Without this information, the property owner does not know what plants to remove, and his only choice would be to cut all plants in his yard to under 8 inches, including plants that may legally grow over 8 inches such as bushes, shrubs, trees, flowers, and ornamental grasses.

3. The NOV is unlawful because it alleges a violation of an ordinance that is unconstitutional under the Due Process clauses of the United States and Indiana constitutions because it is too vague to inform a property owner of what violation is alleged, and therefore deprives the owner of his property rights. Because BMC 6.06.050 does not define the word "grass," does not distinguish between native grasses, lawn grasses and ornamental grasses, and does not distinguish lawns from gardens, woods or naturalized areas, it is so vague that it allows arbitrary and capricious enforcement by city officials.

4. The NOV is unlawful as applied to Mr. Gul and his property at 2611 Roundhill Lane, because to enforce against him would violate his freedom of conscience and speech guaranteed by the First Amendment to the United States Constitution and Article 1, sections 3 and 9, of the Indiana Constitution. Mr. Gul allows his yard to grow wild and natural as a matter of personal conscience and as a symbolic statement about the environmental harm of traditional suburban lawn maintenance, and his views are well known to city officials.

5. The NOV is unlawful because the underlying ordinance is void under Indiana Code section 36-7-10.1-3. That section authorizes a municipality to enact an ordinance requiring property owners to cut and remove excessive weeds and rank vegetation on their property only if those terms are defined. The City municipal code contains no definition of rank vegetation or when excessive grass constitutes rank vegetation, and therefore violates state law.



June 17, 2013.

s/ Alex Gul
Alex Gul
2611 Roundhill Lane
Bloomington IN 47401

s/ James Alexander Tanford
James Alexander Tanford
Attorney for Mr. Gul
Indiana University School of Law
211 S. Indiana Av
Bloomington IN 47405

CERTIFICATE OF SERVICE

I certify that on June 17, 2013, after conferring with Christina Smith in the Bloomington Department of Public Works, I filed this notice of appeal by electronic mail to smithc@ bloomington.in.gov, and served a copy of this notice by electronic mail to Patricia Mulvihill, Assistant City Attorney, at mulvihip@bloomington.in.gov.

s/ James Alexander Tanford
James Alexander Tanford

Passed 8-0
Sandberg absent

ORDINANCE 12-23

TO AMEND TITLE 6 (HEALTH AND SANITATION), TITLE 15 (VEHICLES AND TRAFFIC), AND TITLE 17 (CONSTRUCTION REGULATIONS) OF THE BLOOMINGTON MUNICIPAL CODE
- Re: Adjusting Fees and Fines Found in Chapter 6.06 (Refuse and Weeds), Chapter 15.48 (Removal and Impoundment of Vehicles), Section 15.60.080 (Services and Fees), and Section 17.08.050 (Fees) and Making Other Related Changes to those Provisions

WHEREAS, Chapter 6.06 of the Bloomington Municipal Code sets forth provisions regarding the regulation of refuse and weeds in the City's jurisdictional limits; and

WHEREAS, the City of Bloomington is concerned with properties which regularly and consistently fail to comply with the requirements of Chapter 6.06, which negatively impacts the Bloomington community's livability, and the City therefore feels modification to the current Chapter's penalty section is in order; and

WHEREAS, Indiana Code Chapter 36-8-10.1 requires a municipality, when substantially altering an existing ordinance which regulates the removal of weeds and rank vegetation, to comply with certain notice requirements not presently found within Chapter 6.06; and

WHEREAS, Bloomington Municipal Code Chapter 15.48 regulates the removal and impoundment of vehicles, and the City of Bloomington Police Department wishes to offset the cost of enforcing and administering said Chapter through imposition of an administrative fee; and

WHEREAS, to the extent practical, the City of Bloomington wishes to offset the cost of the Police Department providing accident reports under Bloomington Municipal Code Section 15.60.080(a)(1) by increasing an administrative fee; and

WHEREAS, to the extent practical, the City of Bloomington wishes to offset the cost of the Police Department providing fingerprinting services under Bloomington Municipal Code Section 15.60.080(a)(5) by increasing an administrative fee; and

WHEREAS, Bloomington Municipal Code Sections 15.60.080(a)(1), (6), (7), (10), (12) and (14) reference Indiana Code provisions which have been modified or repealed, which therefore requires the aforementioned municipal code sections to also be modified or repealed; and

WHEREAS, Bloomington Municipal Code Section 17.08.050(e) sets a fee of fifty-five dollars to obtain a permit for either a temporary or a permanent sign, which does not cover the considerable amount of time and resources taken in processing and issuing these sign permits and should be raised; and

WHEREAS, Bloomington Municipal Code Section 17.08.050(e) also references provisions in Bloomington Municipal Code Title 20 which have since been amended and are no longer applicable and should be amended to accurately reflect these prior changes and to ensure consistency in the overall municipal code;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. Chapter 6.06 of the Bloomington Municipal Code entitled "Refuse and Weeds" shall be deleted and replaced with Chapter 6.06 "Garbage and Weeds." The codifier shall insert the title in the Table of Contents for Title 6 "Health and Sanitation." Chapter 6.06 shall read as follows:

CHAPTER 6.06

GARBAGE AND WEEDS

Sections:

6.06.010	**Definitions.**
6.06.020	**Deposit of garbage.**
6.06.030	**Use of city garbage containers.**
6.06.040	**Use of private garbage containers.**
6.06.050	**Excessive growth.**
6.06.060	**Inspections.**
6.06.070	**Enforcement procedures.**

EXHIBIT
tabbies
D

6.06.080 Failure to remedy.
6.06.090 Cost of removal by city.
6.06.100 Vehicles hauling garbage.
6.06.110 Violations.

6.06.010 Definitions.

As used in this chapter, the following terms have the following meanings unless otherwise designated:

"Board" means the City of Bloomington Board of Public Works.

"Garbage" means putrescible animal and vegetable wastes, resulting from handling, preparation, cooking and consumption of food; refuse; and rubbish.

"HAND" means the City of Bloomington's Housing and Neighborhood Development Department.

"Owner" means a person holding legal title to real property within the City of Bloomington.

"Person" means an individual, partnership, corporation, trust, or any commercial association or venture, however defined.

"Putrescible" means substances which are subject to organic decomposition.

"Recyclable materials" means those materials designated by the Board or its designee as those which may be collected for recycling purposes. Such materials may include, but may not be limited to, aluminum products, clean glass containers, bimetal containers, newspapers, magazines and periodicals, and plastic containers. What constitutes "recyclable materials" may change depending on what the Board or its designee is able to dispose of through their recycling efforts.

"Refuse" means all putrescible and nonputrescible solid wastes, including animal wastes, garbage, rubbish, ashes, street cleanings, and solid market and industrial wastes.

"Rubbish" means nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, wood, glass, bedding, crockery, construction debris, and similar materials.

"Weed" means any plant or vegetation classified as a detrimental plant, invasive plant or noxious weed by either the State of Indiana under authority of I.C. 15, entitled "Agriculture and Animals" or the United States government in accordance with 7 USC 7701. The term shall also includes the vegetation listed in Section 20.05.059 of the Bloomington Municipal Code

"Yard waste" means grass, weeds, leaves, brush, tree trimmings, hedge clippings, and other yard and garden materials.

6.06.020 Deposit of garbage.

It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it. This provision shall not restrict the filling of low lands within the city with brick, stone, sand, gravel, cold ashes, or dirt after the appropriate permit has been obtained from the City Engineering Department.

6.06.030 Use of city garbage containers.

It is unlawful for any person to deposit any household or commercial garbage, recyclable materials or yard waste in any receptacle maintained on a sidewalk or at any other public location by the city for disposal of refuse by pedestrians.

6.06.040 Use of private garbage containers.

It is unlawful for any person to deposit garbage, recyclable materials or yard waste in a receptacle or dumpster unless said person has permission from the owner of the receptacle or dumpster to use it for garbage, recyclable materials or yard waste disposal.

6.06.050 Excessive growth.

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

6.06.060 Inspections.

It shall be the duty of the police department or HAND to make a careful inspection of any lots, grounds and tracts of land situated within the corporate limits of the city for the purpose of determining whether there is a violation of this chapter.

6.06.070 Enforcement procedures.

(a) If the director of HAND, the assistant director, any neighborhood compliance officer, or any other designee of the director (collectively referred to as "staff") determines that there is a violation of this chapter, that person shall issue a notice of violation (NOV) to the responsible party. For purposes of issuing a NOV, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: persons with any possessory interest in the property; property owner(s); and/or any persons who have caused the violation.

Liability for fines shall not attach to nonpossessory property owner(s) for a period of seven days following issuance of the NOV, provided that the nonpossessory property owner(s) presents to HAND, within seven days after issuance of the NOV, a true and exact copy of any and all leases in effect during the time period covered by the NOV.

(b) The NOV shall be in writing and shall be served on one or more of the responsible parties in one or more of the following manners: delivery in person; by first class mail; and/or by placement in a conspicuous place on the property where a violation occurs. The notice shall state:

(1) The location of the violation;
(2) The nature of the violation;
(3) The period of correction (if any);
(4) The fine assessed for the violation;
(5) Additional remedies the city may seek for violation (including abatement of the violation by HAND or by a private contractor hired by HAND);
(6) That the fine is to be paid at HAND;
(7) That the fine may be contested in the Monroe County Circuit Courts;
(8) That the NOV may be appealed to the Board, provided the appeal is in writing and filed with the Board no later than seven (7) days from the date of the NOV.

(c) Schedule of Fines. The initial penalty or fine for all violations of this chapter shall be fifty dollars. A second violation of this chapter in any twelve-month period shall be subject to a penalty or fine of one hundred dollars. A third and all subsequent violations of this chapter in any twelve month period shall be subject to a penalty or fine of one hundred and fifty dollars. The twelve-month period described above shall begin on August 1 of each year and end on July 31 of the following year.

(d) If the responsible party fails to pay any accumulated fines, the city's legal department may collect said fines in any manner authorized by law.

6.06.080 Failure to remedy.

(a) HAND may file a request with the Board for the abatement of any property still in violation of a NOV after the correction period in the NOV has expired.

(b) The property owner who is the subject of an abatement request by HAND shall be notified of the request; said notice shall state the following:

(1) The location of the violation;
(2) The nature of the violation;
(3) A statement that abatement of the violation is being sought;
(4) A statement that the abatement may be provided by the city or by a private third-party contractor hired by the city to perform the abatement;
(5) A statement that the property owner will be liable for any and all costs associated with the city, and/or the city's contractor, abating the property;
(6) A statement that if the property owner fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue; said costs being collected as taxes are collected;
(7) The date, time and location of the Board's hearing; and
(8) A statement indicating that the property owner is entitled to appear at said hearing and is entitled to present arguments and evidence in his defense at said hearing.

The abatement notice described in the above subsection (b) shall be in writing and shall be served on the property owner via certified mail, return receipt requested. If the abatement notice is returned as undeliverable the notice shall be given by personally delivering a copy of the abatement notice to the property owner; leaving a copy of the abatement notice at the usual place of abode of

the property owner; sending by first class mail a copy of the abatement notice to the last known address of the property owner; or by serving the agent of the property owner.

(c) At the abatement hearing the Board shall hear evidence from all parties and render its decision in writing.

(d) All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

(e) If an initial notice of abatement was provided in accordance with this Section, and Section 6.06.070 was first followed, a continuous abatement notice may be posted at the property at the time of abatement instead of by certified mail. A continuous abatement notice serves as notice to the property owner that each subsequent violation of this chapter during the same twelve-month period for which the initial NOV was provided may be abated by the City or its private third-party contractors.

6.06.090 Cost of removal by city.

If the landowner fails to remedy a violation under this chapter, the controller shall make a certified statement of the actual cost incurred by the city for any abatement conducted by the city or its private third-party contractor. The statement shall be served on the property owner by certified mail, return receipt requested. The property owner shall pay the amount in the statement to the city legal department within ten days after receiving it. If the landowner should fail to pay within the ten-day period, a certified copy of the statement of costs shall be filed in the office of the county auditor. The auditor shall place the amount claimed on the tax duplicate against the property affected by the work. The amount shall be collected and disbursed to the general fund of the city.

6.06.100 Vehicles hauling garbage.

(a) It is unlawful to transport garbage, recyclable material, yard waste, stone or other materials that are likely to fall from a vehicle unless such materials are covered and secured so as to prevent their deposit on public and private property.

(b) Any materials falling from a vehicle shall be promptly removed by the person responsible for their deposit. If such person neglects or refuses to remove the materials, the city shall cause such materials to be removed at the expense of the person responsible, who shall be liable to pay the city the cost of the removal.

6.06.110 Violations.

Violations of the provisions of this chapter are declared a public nuisance. Each day that a violation continues shall constitute a separate violation.

SECTION 2. A new Section 15.48.070 entitled "Administrative Fee" shall be created and shall read as follows:

(a) If a vehicle is removed and impounded pursuant to Section 15.48.020, then in addition to any towing and storage charges assessed under Section 15.48.030, an administrative fee of twenty-five dollars ($25.00) shall be levied when the vehicle owner or last operator obtains a copy of the Abandoned/Impounded Vehicle Report from the Police Department.

(b) This administrative fee shall be for the purpose of offsetting, to the extent practicable, the cost to the City of implementing, enforcing and administering the provisions of this Chapter.

(c) The administrative fee shall be deposited into the City's General Fund.

SECTION 3. Section 15.60.080(a)(1) shall be deleted and replaced with the following:

(1) Accident Reports. The police department is authorized to charge a fee of eight dollars for copies of accident reports in accordance with the Indiana Code. The fee shall be deposited into the local law enforcement continuing education fund established by Indiana Code 5-2-8.

SECTION 4. Section 15.60.080(a)(5) shall be amended to read as follows:

(5) Fingerprinting for Noncriminal Purpose. The police department shall charge a fee of fifteen dollars per card to fingerprint any City resident who requires the prints for reasons other than official business of the City. The police department shall charge a fee of twenty-five dollars per card to fingerprint any non-City resident who requires the prints for reasons other than official business of the City; additional cards for non-City residents shall be