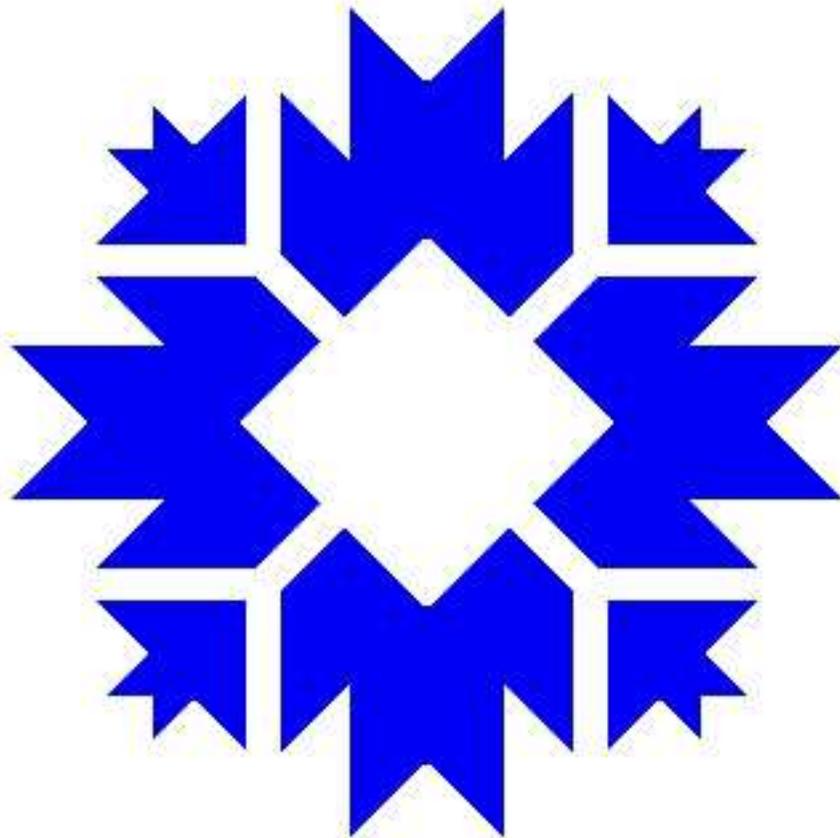


Board of Public Works Meeting

February 25, 2014



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

A Regular Meeting of the Board of Public Work to be Held Tuesday, February 25, 2014 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 – February 11, 2014

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

1. Appeal of Trash Ordinance Citation #32619 at 814 N. Washington Street

V. HEARINGS FOR NOISE APPEAL

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Request to Uphold Order to Remove Unsafe Structure at 1600 S. Huntington Drive
2. Use of Public Streets for Bryan Park Itsy Bitsy Youth Triathlon (Saturday, 7/12)
3. Award Contract for Parking Enforcement Uniform Rental Services
4. Use of City Parking Lot for Community Bike Rodeo (Friday, 5/30 & Saturday, 5/31)
5. Resolution 2014-11: Use of Municipal Parking Lot #5 located at 6th and Lincoln Streets for Hot Rod and Classic Car Show (Sunday, 5/18)
6. Approve Memorandum of Understanding Agreement Between City of Bloomington and Monroe County for N. Old SR 37 and N. Dunn Street Curve Correction Project
7. Approve 2014 Title 6 Abatement Agreement to 4 U Lawn & Landscape
8. Approve 2014 Title 17 Unsafe Structure Agreement to Clark Excavating
9. Request to Add N. Woodlawn Avenue to Adopt A Road Program
10. Appointment to Tree Commission

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. ADJOURNMENT

The Board of Public Works meeting was held on Tuesday, February 11, 2014 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

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

Present: Charlotte Zietlow
James McNamara
Frank Hrisomalos

ROLL CALL

City Staff: Andrea Roberts - Deputy Director of Public Works
Justin Wykoff - Engineering
Rick Alexander – Engineering
Jason Carnes - ESD
Lisa Abbott - HAND
Mike Arnold – HAND
Miah Michaelsen - ESD
Jackie Moore – City Legal
Chris Smith – Public Works

Hrisomalos thanked the Monroe County Highway Department for helping the Owen County Highway Department with snow removal; it was a very nice thing to do.

**MESSAGES FROM
BOARD MEMBERS**

McNamara made a motion to approve the minutes from January 28, 2014. Hrisomalos seconded the motion. The motion passed. Minutes approved as submitted.

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

None

**TITLE VI
ENFORCEMENT**

None

**HEARINGS FOR NOISE
APPEALS**

OLD BUSINESS

NEW BUSINESS

Mike Arnold with HAND explained this is a property on the west side of town, in Westpoint. Order to Repair were issued on this structure in April of 2013. This structure has a deteriorated roof that has a tarp over portion of the roof. Per ordinance, tarps are not to be used as repair of roof structures long term. There have been

**Request to Uphold Order
To Repair Unsafe
Structure at 1201 W.
Green Tree Lane**

problems getting a hold of the owners of this property. Complete notification of the owners was not complete until late September, early October. The repairs needed were explained to the owner, and there was no indication the repairs would be made. City Legal did send a letter to the owners requesting repairs be made, and that they were past the deadline. Repairs have not been done, and now staff requests permission to solicit bids to do the minimal repairs needed so it is in compliance with Title 17.

McNamara asked if the building was occupied. Arnold stated it is not occupied.

Zietlow added it appears that the owners do reside in Bloomington and choose not to respond. Arnold stated they have responded and chosen not to do the repairs. Zietlow asked if they expect the City to do the repair. Arnold stated he didn't believe that was the case, just that they would not do the repairs.

McNamara stated he did go out to look at it, but most things are covered in snow. McNamara asked if this was based on a complaint. Arnold stated yes, it was a complaint.

McNamara made a motion to Uphold Order to Repair Unsafe Structure at 1201 West Green Tree Lane be upheld. Hrisomalos seconded the motion.

Zietlow asked what type of repairs would be done. Arnold stated the roof would be evaluated and sub roof and minimal shingles would be done on the areas where the roof is failing. Zietlow stated to make it safe. Arnold stated yes, and to make sure it doesn't leak and cause more deterioration.

The motion passed. Board upheld Order to Repair and solicit bids.

Alexander explained where this property is located. This most recently housed the Cafe DeJango and one apartment in the basement. The new tenant is the brew pub, Quaff On. They would like to make some repairs to the outdoor dining area and convert the basement to usable space for the business. While doing research on this project, it was discovered that the right of way on Grant is 80 feet wide. Due to this, a portion of the building and deck railing and entry are in the right of way. The building has been here for decades. Since the change of tenants has brought this to light it was time to formalize the encroachments. The interior of the building is undergoing significant changes, the exterior works is primarily maintenance related. Staff recommended approval of the request to encroach.

Resolution 2014-07:
Request to Encroach into
Public Right of Way with
Improvements at 116 N.
Grant Street

Jim Dunbar stated he has four partners out of Nashville, Indiana and they own the Big Woods Brewing Company. This will be the first venture outside of Nashville.

Zietlow asked if they will be brewing here. Dunbar stated no, they have a brewery in Nashville called Quaff On Brewing Company and this new business will be called Quaff On Bloomington. It will feature their beers and some other area beers, and a great menu.

Zietlow asked if they would maintain the jazz. Dunbar stated they do intend to have music, and there will be jazz, but it won't be exclusive. She stated she only asked out of curiosity and has no basis on her vote.

Zietlow asked if there were other encroachments. Alexander stated it was possible but he has not looked at any others yet. Zietlow asked if there were 80 foot right of ways anywhere else in town. Alexander stated there are, and it appears it is the way they were laid out in this area. Alexander added 4th Street is 80 feet as well and suspects other streets in the neighborhood are similar. The only other encroachment Alexander can recall is on Grant for the Trinity Episcopal Church.

McNamara stated he likes tidying these things up. McNamara moved to approve Resolution 2014-07, Request to Encroach into Public Right of Way with Improvements at 116 N. Grant Street. Hrisomalos seconded the motion. The motion passed.

Miah stated this is the 34th year for the Arts Fair on the Square. It occurs the same day as Taste of Bloomington. Along with the Farmers' Market it makes for a major summer tourism event in downtown. Event organizers are requesting the closing of 6th Street between College Avenue and Walnut between 5:30 and 6:30 during the day for the extension of the Festival footprint. The closure of Kirkwood Between College and Walnut, briefly, from 5:30 - 9:30 in the morning, and from 5 - 6 in the evening for artists to load and unload. There will be three parking spaces reserved on College and three parking spaces on Walnut adjacent to the Courthouse for portable toilets and loading and unloading of vendors. The event organizers are also requesting an event permit for some of the musical entertainment taking place. Bloomington Playwrights Project (BPP) organize this event and they have notified the businesses on 6th Street about the closure. This is a major summer arts event in Bloomington, and much beloved. Staff supports the request.

Resolution 2014-08: Use of Public Street and Reserve Parking Spaces for the Arts Fair on the Square.

McNamara stated he didn't understand the BPP connection. Miah explained when the Arts Council closed up shop in 2010 and the Bloomington Playwrights Project saw an opportunity to do

something significant in the community during the summer that would help connect them to the visual arts. They do have a gallery in the Bloomington Playwrights Project lobby. Thankfully, they stepped in to save the event, otherwise, it may have ended then. Miah added she is there to assist, and BPP has done a fantastic job with marketing. It has blossomed since they've taken it over.

McNamara made a motion to approve Resolution 2014-08, Use of Public Streets and Reserved Parking Spaces for the Arts Fair on the Square, Saturday, June 21st. Hrisomalos seconded the motion. The motion passed. Resolution 2014-08 approved.

Miah stated this is the 8th annual YMCA Spring Run. The run will take place on April 12th this year. The YMCA is requesting that they be allowed to use City Streets as they have in the past. They do a 5 and 10K. Streets will remain open at each intersection but there will be traffic control at these intersections for the safety of the participants. The set up starts at 5:00 a.m. The run starts at 8:00 a.m. The run will be finished by noon. There are approximately 400 participants for both races and raise about \$4000 for their youth scholarship program. BPD has issued a Parade Permit for this event pending approval of the Board of Public Works. This is the same route used in the Fall. It was very successful, and they worked very closely with BPD to minimize the affects it has on the adjacent neighborhoods.

McNamara stated this seems to be a better route than when Henderson was used. Miah stated this does lessen the impact as well as the costs.

Zietlow felt this would make a pleasant run. Miah agreed and stated it would be warmer in April.

McNamara moved to approve Resolution 2014-09: Use of Public Streets and Sidewalks for the Monroe County YMCA Spring Run on Saturday, April 12th. Hrisomalos seconded the motion. The motion passed. Resolution 2014-09 approved.

Miah stated this is the 4th Annual Clips Beer and Film Tour which is in Bryan Park on Friday, May 30th. The event is sponsored by New Belgium Brewing Company. The event serves as a fundraiser for the Center for Sustainable Living, is quite popular and well attended. They are currently accepting submissions for the films. The event runs from 6:00 p.m. until 11:00 p.m. They are requesting a Noise Permit primarily for a little pre-show music and audio from the films. The event continues to grow in popularity ever year, and there have been no complaints.

Resolution 2014-09: Use of Public Streets and Sidewalks for the Monroe County YMCA Spring Run (Saturday, 4/12)

Request for Noise Permit for the Clips Beer and Film Tour (Friday, 5/30)

McNamara made a motion to approve the request for Noise Permit for the Clips Bear and Film Tour on Friday, May 30th. Hrisomalos seconded the motion. The motion passed. Noise Permit approved.

Miah explained this is the Bloomington AIDS Walk. The event will take place on the B-line trail on March 29th. They will have pre-walk activities at Showers Plaza starting at 9:30 a.m. The walk will begin at 10:30 and follow the B-line Trail from Showers Plaza to the Grimes Street Bridge, and return to Showers Plaza. There is no registration or fee to participate. They will have a D.J. during the event for music and announcements. The presenting sponsors for the AIDS Walk are the Community AIDS Action Group, IU Health Bloomington Hospital, and IU School of Public Health. All proceeds from the event benefit IU Health Positive Link. This event has relocated from 3rd Street Park where it has been in the past to the new location, the B-line. They have worked with the Parks Department and have their approval to utilize the B-line. This is a well attended event for a good cause. Staff recommended approval of the request.

Request for Noise Permit for the Bloomington AIDS Walk (Saturday, 3/29)

McNamara made a motion to approve Noise Permit for the Bloomington AIDS Walk on Saturday, March 29, 2013. Hrisomalos seconded the motion. The motion passed. Noise Permit approved.

McNamara added that Positive Link has been around for a very long time and is an incredible program.

Jason Carnes, ESD, explained Chad Sutor, owner of the Big Cheez, has applied for a renewal of his Itinerant Merchant License. In order to operate in the public right of way he must get permission from the Board of Public Works. His application has been reviewed and all his paperwork is in order. Carnes thought this would be his 3rd year. He will continue to sell grilled cheese from his food truck. This license renewal will be for another year. Staff recommended approval.

Resolution 2014-10: Allow Itinerant Merchant to Renew Permit to Operate in the Public Right of Way (Big Cheeze)

Hrisomalos asked if there had been any complaints about this vendor. Carnes stated the only complaint he has received about any of the food trucks or food carts are from the brick and mortar restaurants if they are too close to their business. Sometimes there will be complaints between food carts and trucks if one thinks the other is parked where they should not be. They do sort of self police, however, there are not that many complaints.

Zietlow stated they must think this is worth their while if they want to continue. Carnes stated that is correct, and has others that want to come on line. Carnes stated he sees more food trucks now than when he started.

McNamara moved to approve Resolution 2014-10, to allow Itinerant Merchant to Renew Permit to Operate in the Public Right of Way, Petitioner, Big Cheeze. Hrisomalos seconded the motion. The motion passed. Resolution 2014-10 approved.

Christina Smith, Public Works, stated that last year the Board approved Resolution 2013-46 which granted Dr. Hassan, Assistant Professor at IU School of Optometry, permission to use the public right of way to conduct Street Crossing Decision Study for a period of one year. This Resolution is subject to an annual renewal for up to four years, 2013 through 2017. In accordance with that Resolution, Dr. Hassan is requesting again for the Board's permission to utilize the right of way for her research study. She is going to the same testing sites as last year: South Sare Road just south of East Olson Drive, South Sare Road just south of Claybridge Drive, and along High, Winslow, and Rogers roundabout.

This year, Dr. Hassan would like to conduct the studies between March 1 through March 30th, in order to get more data on subjects with more severe vision loss. She is especially looking at Age Related Macular Degeneration Disease. Each test will take place between the hours of 8:30 a.m. and 4:30 p.m. during the weekdays. They anticipate running one to two test subjects per day.

Smith continued stating there had been no complaints from the public regarding any of the equipment or staff. This study should not interfere with pedestrian or vehicular traffic. Staff believes this to be a worthwhile study and supported the request.

McNamara made a motion to approve the Request to Use Public Right of Way for IU Street Crossing Decision Making in Low Vision Study. Hrisomalos seconded the motion. The motion passed. Use of public right of way approved.

Zietlow wished Susie a happy birthday even though she can't hear us way down in where ever she is. Hrisomalos asked when her birthday was, and Chris Smith stated she is a Valentine's baby. Zietlow added, as is her husband, Paul. Happy Birthday to All!

McNamara made motion to approve claims. Hrisomalos seconded the motion. Claims approved.

McNamara made a motion to adjourn the meeting. Hrisomalos seconded. The meeting adjourned at approximately 5:57 p.m.

Request to Use Public Right of Way for IU Street-Crossing Decision Making in Low Vision Study

STAFF REPORTS & OTHER BUSINESS

APPROVAL OF CLAIMS

ADJOURNMENT

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:

Not Yet Approved

Appeal of Trash Ordinance Citation #32619

Appellant Information:

Megan Trincot, Allison Schroeder &
Brianna Torrenga
814 N. Washington Street
Bloomington, IN 47408
Date Appealed: 02/11/2014

Citation Information:

Issued: 02/04/2014 at 2:45 p.m.
By: Maria McCormick
Place: 814 N. Washington Street
For: Garbage located on property (roof)

Neighborhood Compliance Officer McCormick's description:

At approximately 2:45 p.m. on February 4, 2014, Neighborhood Compliance Officer McCormick was driving down 12th Street and noticed a white bag of garbage on top of the roof of 814 North Washington Street. Ms. McCormick was able to take a photograph of the garage, a copy of which is attached as Exhibit A. Additionally, Ms. McCormick

The above-noted Citation was placed on the residence of the structure and a copy was mailed to the owner and the owner's agent.

The tenants have filed a timely appeal of this citation. Their appeal asks that the citation be waived for three reasons: (1) they feel a fifty dollar fine is "exorbitant"; (2) they did not place the trash on their roof; and (3) they should have been given a warning instead of a fine as this was their first offense.

Staff Recommendation:

Deny the appeal.

- § 6.06.020 makes it unlawful to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

The tenants had control over 814 N. Washington Street and while they may not have placed the garbage on the roof, as the persons who control the property they are responsible for keeping the property free from garbage.

- § 6.06.070(c) sets the fine for a first offense of this Chapter at \$50.00.
While the tenants may believe the \$50.00 fine is too high, it is the fine established by the City Council and required by the Ordinance.

The Appellants were in violation of the garbage ordinance and an ordinance citation was written according to the law. While the appellants may have preferred a warning be issued, one is not required under the law. Staff respectfully requests the citation be upheld.



EXHIBIT

A

tabbles



EXHIBIT
B

tabbles



(219) 713-3730

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 2/4/2014 Time 0:45pm Address/location 814 N. Washington
47408

Issued by: 208

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# 32619

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# _____

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: Remove the garbage from the property - located on the roof of the back porch & any other scattered garbage.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "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 Christopher Clark
 Address 800 N. Washington St.
 City Blgt State IN
 Zip Code 47408

Agent Name Mark Schultz
 Address PO Box 8791
 City Blgt State IN
 Zip Code 47407

BPW: _____

Mail Copies To: Resident: Owner: Agent:

To Whom It May Concern:

We are writing to appeal ticket #32619 given out on February 4, 2014 to the residents of 814 North Washington St. The citation gives a \$50 fine for a bag of garbage on the roof of our back porch.

We believe that this fine is exorbitant because we were unaware of the garbage, never given a warning, and we did not place the garbage on the roof ourselves. We cannot see that roof from any part of our house, only from the backyard, which we do not frequent especially in the winter months. We are unable to reach that part of the roof without a ladder anyway, but are borrowing one so we can remove the trash immediately.

Please review our case, and remove this fee. This is our first violation with City Board of Public Works, and as students the extra money is something we simply cannot afford. Thank you for your time.

Sincerely,

The residents of 814 North Washington St.

Megan Trincot

Allison Schroeder

Brianne Torrenga



City of Bloomington
H.A.N.D.

Board of Public Works

Meeting Date: 25 February 2014

Petition Type: Uphold Order to Remove

Address: 015-36270-00 Barclay Gardens Pt Lot 99; commonly known as 1600 S. Huntington Dr.

Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

Staff Report: 14 February 2014 Drive by to verify fire damage
17 February 2014 Sent Orders to remove

Housing and Neighborhood Development (HAND) received notice of a structure at this location that was severely damaged by fire. A drive by inspection was conducted to determine the extent of the damage.

Title 17 of the Bloomington Municipal Code requires a hearing for an Order to Remove be heard by the Board of Public Works. HAND is asking the Board to uphold this Order to Remove with a deadline of 14 May 2014 for removal of the structure.

Attachments: Orders, Pictures



City of Bloomington
Housing and Neighborhood Development

ORDER TO REMOVE

17 February 2014

MDW Properties
7162 S. Leisure Ln.
Bloomington IN 47401

Re: 015-36270-00 Barclay Gardens Pt Lot 99; commonly known as 1600 S. Huntington Dr.

Dear MDW Properties:

The City of Bloomington's Housing and Neighborhood Development Department ("HAND"), under Indiana Code section 36-7-9-5, issues this Order to Remove. When it issues such an order, the City is required to give all substantial property interest holders in the above-referenced property notice of this Order to Remove.

You have until 14 May 2014 for the structure located at the above referenced address to be removed.

A hearing will be held on this matter on 25 February 2014 at 5:30 pm in the Council Chambers of City Hall, located in the Showers Building at 401 North Morton Street, Bloomington, Indiana. You have the right to appear at this hearing and represent yourself, or you can appear with an attorney on your behalf. It is your right to present evidence, cross-examine opposing witnesses and present your own arguments and witnesses at this hearing.

If you fail to remove what is required in accordance with this Order, the following may occur:

1. The City may have to hire a contractor to fulfill the obligations of the Order to Remove.
2. The City may fulfill the obligations of the Order to Remove itself.
3. If the City has to hire a contractor to fulfill the obligations of the Order to Remove, or must fulfill the obligations of the Order to Remove itself, each person holding a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises from the date of this Order to Remove to the time that the work is completed, is jointly and severally responsible for certain costs; including the actual cost of the work performed and reasonable processing expenses.
4. If any assessed costs remain unpaid, the City shall seek a judgment in the Monroe Circuit Court against any and all of the aforementioned parties. The judgment is then a debt and lien on all real and personal property of each named individual.

After you have been issued and received notice of this Order and you have not complied, you are required under Indiana Code § 36-7-9-27, to supply full information regarding this Order to a person who takes or agrees to take a substantial property interest in the unsafe property before transferring or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe property, you are required to provide to the City written copies of the full name, address, and telephone number of the person taking a substantial property interest in the property, and written copies of the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished.

If you have any questions concerning this Order to Remove, please, do not hesitate to contact me at (812) 349-3420.

I hereby affirm, to the best of my knowledge, under the penalties of perjury, that the foregoing representation is true.

Lisa Abbott

Lisa Abbott
Director
Housing and Neighborhood Development
401 North Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401

State of Indiana)
)SS:
County of Monroe)

Subscribed and sworn to before me a Notary Public this 17th day of February 2014.



Christina Finley
Name of Notary Public

Christina Finley
Signature of Notary Public

Monroe
Notary Public's County of Residence

4-9-15
Notary's Commission Expires

CITY OF BLOOMINGTON NOTICE OF ORDINANCE VIOLATION

Date NOV issued: **17 February 2014**

Person(s) NOV issued to: **MDW Properties**

Date violation discovered: **14 February 2014**

Location/address of violation: **015-36720-00 Barclay Gardens Pt Lot 99;
commonly known as 1600 S. Huntington Dr.**

Nature of violation/code provision violated: **Bloomington Municipal Code (BMC) § 17.16**

Inspector's Report

The Order to Remove is being issued as a result of significant fire damage to the above noted structure. The structure has been declared unsafe for the following reasons: (1) it is in an impaired structural condition that makes it unsafe to a person or property; (2) it is dangerous to person or property because of the above-referenced ordinance and state code violations and (3) it is a public nuisance. Because the above-referenced structure is unsafe the property owner has been ordered to remove the structure and the following steps shall occur:

1. A permit for demolition shall be obtained from the Monroe County Building Department and the City Planning Department for the work necessary to bring this property and structure into compliance with this Order;
2. The unsafe structure shall be removed as well as all debris associated with this structure, including the main framing of the structure;
3. Properly backfill the foundation, crawl space or basement as needed and;
4. HAND shall be notified when work is completed at this location.

No work shall commence until such time as all local building permits have been received.

Once the required repairs have been made, please call Housing and Neighborhood Development (HAND) so an inspection can be done to determine compliance.

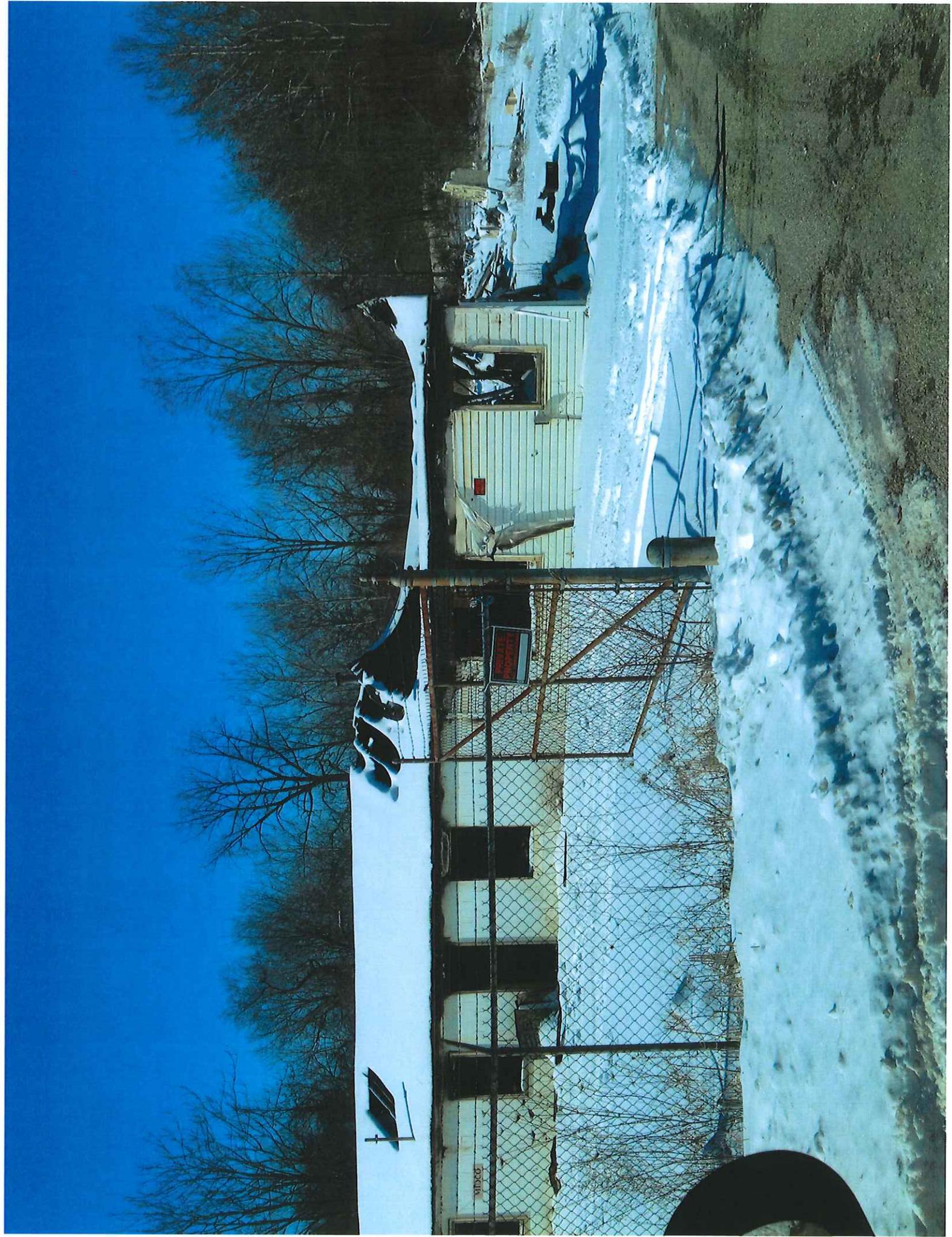
Relevant Code Citations

BMC § 17.16.020 adopts Indiana Code §§ 36-7-9-1—36-7-9-28 by reference. Indiana Code § 36-7-9-4, Unsafe building and unsafe premises described, states in section (a) “For purposes of this chapter, a building or structure, or any part of a building or structure, that is:

- (1) In an impaired structural condition that makes it unsafe to a person or property;
- (2) A fire hazard;
- (3) A hazard to the public health;
- (4) A public nuisance;
- (5) Dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance; or
- (6) Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance; considered an unsafe building.

BMC § 17.16.040 (f) states, in part, “Unsafe building or structure means any building or structure or part of building or structure that is ... in any of the conditions or possesses any of the defects described below, provided that such conditions or defects exist to the extent that life, health, property, or safety of the public or its occupants are endangered:

- (ll) Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, provided by the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location, or structure of buildings;
- (nn) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangements, inadequate light, air or sanitation facilities, or otherwise, is determined by the enforcement authority to be unsanitary, unfit for human habitation, or in such condition that it is likely to cause sickness or disease.



**1600 S. Huntington Dr.
14 February 2014**





Board of Public Works Staff Report

Project/Event: Use of Streets for Bryan Park Itsy Bitsy Youth Triathlon

Petitioner/Representative: Bloomington Parks & Recreation

Staff Representative: Miah

Meeting Date: February 25, 2014

Parks staff is asking for use of city streets for Saturday, July 12, 2014 for the Bryan Park Itsy Bitsy Youth Triathlon in Bryan Park and the Elm Heights neighborhood.

Itsy bitsy competitors would begin in the parking lot of Bryan Park Pool and travel north on South Woodlawn Avenue, east on East Southdowns Drive, north on East Karen Street, West on East Sheridan Drive and south on South Woodlawn Avenue. Parks staff would like to close streets for this event from 8:30 a.m. – 10:00 a.m. on Saturday, July 12, 2014.

The Elm Heights Neighborhood Association has been contacted and is supportive of the event and the street closure request.

A Noise Permit is also requested for this event.

Recommend **Approval** **Denial by** Miah Michaelsen



Board of Public Works Staff Report

Project/Event: Parking Uniform Contract

Petitioner/Representative: Public Works Staff

Staff Representative: Andrea Roberts

Date: February 25, 2014

Report: In 2010 the majority of the city contracted with Aramark for uniform rental. Parking was already in contract with Cintas at this time and therefore did not change. This contract expired 12/31/2013. After negotiations with both Cintas and Aramark, Cintas was able to offer more items at a comparable rate to Aramark. Thus, Cintas is the company we recommend be awarded the parking uniform contract. The total amount is \$2,389.40 per year and the contract is locked in for 5 years.

Recommendation and Supporting Justification: After careful analysis staff recommends the Board award the parking uniform contract to Cintas.

Recommend **Approval** **Denial** by: Andrea Roberts



STANDARD RENTAL SERVICE AGREEMENT

Location No. 529 Contract No. 781 Customer No. 781 Date
Customer Bloomington Parking Enforcement Phone 812-349-3436
Address 401 N. Morton St. Suite 120 City Bloomington State IN Zip 47404

UNIFORM RENTAL PRICING:

Table with 3 columns: Item #, Description, Unit Price. Content: See Addendum

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
Name Emblem \$ NA ea Company Emblem \$ NA ea
Custom Emblem \$ QTY DISC. ea Embroidery \$ NA ea
COD Terms \$ NA per week charge for prior service (if Amount Due is Carried to Following Week)
Credit Terms - Charge Payments due 10 Days After End of Month
Automatic Lost Replacement Charge: Item NA % of Inventory NA \$ NA Ea.
Automatic Lost Replacement Charge: Item 2 % of Inventory 100% \$ 0.04 Ea.
Minimum Charge \$ 25.00 per delivery.
Make-Up charge \$ 1.75 per garment.
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ NA per garment.
Seasonal Sleeve Change \$ NA per garment.
Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
Shop towel container \$ NA per week.
Artwork Charge for LogoMat \$ NA
Uniform Storage Lockers: \$ NA ea/week, Laundry Lock-up: \$ NA ea/week Shipping: \$ NA
Service Charge \$ 6.95 per delivery.
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ NA per garment will be assessed for employees size changed within 4 weeks of installation.
Other

FACILITY SERVICES PRODUCTS PRICING:

Table with 6 columns: Bundle*, Item #, Description, Rental Freq., Unit Price, Discount. Content: All fields contain NA with downward arrows.

*Indicates bundled items/services

- Initial and check box if Unilease. All garments will be cleaned by Customer.
Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.
Initial and check box if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:
Cintas Loc. No. Please Sign Name [Signature]
By Please Print Name Mark Krizan
Title Please Print Title Mayor, City of Bloomington
Accepted-GM: E-mail



Addendum

Bloomington Parking Enforcement		CURRENT			PROPOSED		
Item	No. of Wearers	Total Inventory	Cintas Unit Price	Cintas Weekly Total	Total Inventory	Cintas Unit Price	Cintas Weekly Total
Uniform Advantage	14	218	\$0.04	\$8.72	169	\$0.04	\$6.76
Cargo Work Pant	9	49	\$0.20	\$9.95	78	\$0.20	\$15.60
Dri-Fit Polo	4	21	\$0.89	\$18.77	0	\$0.00	\$0.00
Work Jacket	9	18	\$0.67	\$12.11	13	\$0.00	\$0.00
Cargo Work Short	11	57	\$0.40	\$22.80	78	\$0.30	\$23.40
100% Cotton Polo	8	41	\$0.25	\$10.09	0	\$0.00	\$0.00
100% Cotton Polo w/Pocket	4	11	\$0.28	\$3.06	0	\$0.00	\$0.00
Long Sleeve Polo	4	21	\$0.48	\$9.98	0	\$0.00	\$0.00
Service Charge		1	\$12.97	\$12.97	1	\$6.95	\$6.95
Total				\$99.72			\$45.95
Monthly Spend				\$398.90			\$183.80
Monthly Savings							\$215.10
Annual Savings							\$2,581.15

CURRENT BILLINGS INCLUDE THE FOLLOWING CHARGES WHICH WILL BE NO CHARGE IN NEXT CONTRACT

- IMAGI JACKET - 685
- BLU ARGYL PROKNIT - 910
- K SA RIOUE WHT PKT - 250
- KNIT SHIRT SS WPKT - 484



Board of Public Works Staff Report

Project/Event: Use of City parking lot for Community Bike Rodeo

Petitioner/Representative: Bloomington Parks & Recreation

Staff Representative: Miah

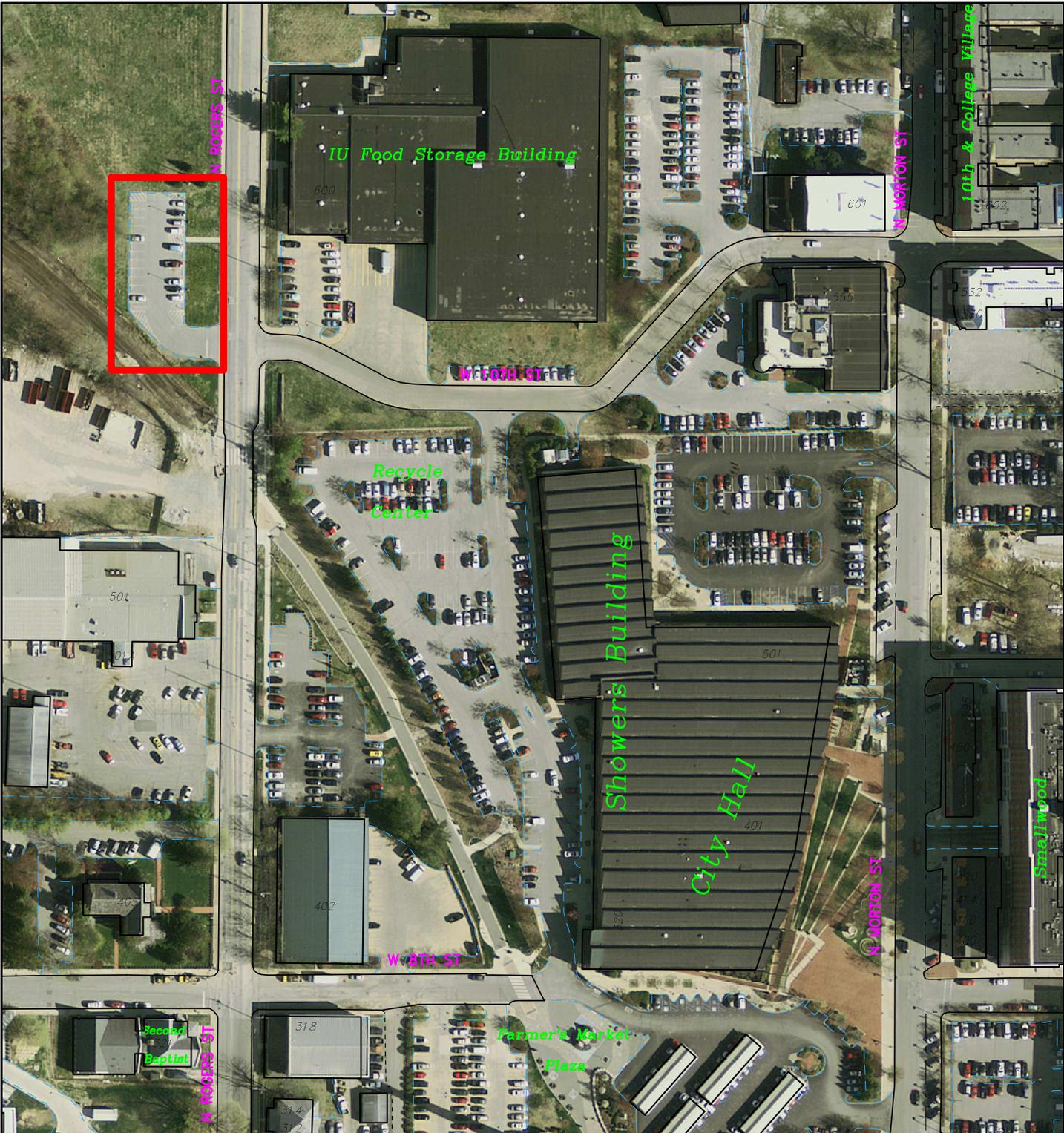
Meeting Date: February 25, 2014

Parks staff is asking for use of the City-owned parking lot located at 10th and Rogers Streets on Friday, May 30, 2014 and Saturday, May 31, 2014 for a Community Bike Rodeo.

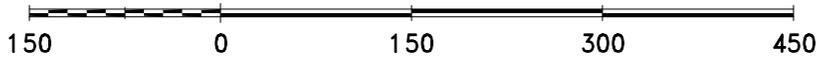
Parking lot access would be closed from 5:00 p.m. Friday, May 30, 2014 to 1:00 p.m. on Saturday, May 31, 2014 for the setup and hosting of a free Community Bike Rodeo. A variety of bike safety and festival-type activities will go on during the event which is being held as part of Bike Month in the City of Bloomington.

A Noise Permit is also requested for this event.

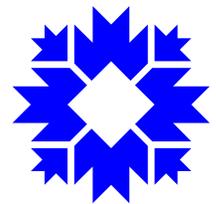
Recommend **Approval** **Denial** by Miah Michaelsen



By: smithc
21 Feb 14



City of Bloomington
Public Works



Scale: 1" = 150'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Hot Rod and Classic Car Show

Petitioner/Representative: Monroe County History Center (MCHC)

Staff Representative: Miah Michaelsen

Meeting Date: February 25, 2014

The Monroe County History Center is requesting the closure of Municipal Lot #5 located at 6th and Lincoln Streets on May 18, 2014 from 10 a.m. to 4 p.m. for a Hot Rod and Classic Car Show, benefiting MCHC.

The Car Show is in conjunction with a traveling exhibit from the Indiana Historical Society of Indianapolis, *Auto Indiana: Celebrating the Automobile in Indiana*. The exhibit will take visitors on a ride through Indiana's rich automobile past as they discover the Hoosier State's prolific contributors, from inventors and innovators like Elwood Haynes and Ralph Teetor to automakers like Studebaker and Duesenberg. The exhibit will also celebrate how different means of transportation like the Monon Railroad and automobiles have shaped our local community.

The Hot Rod and Classic Car Show will support the traveling exhibit and will serve as a fundraiser with the proceeds going toward the Build History Campaign. The Build History Campaign was established help implement interactive components in the Gayle Cook Exhibit Hall at the MCHC. Hands-on activities help to foster a deeper understanding of Monroe County history. The components are designed for people of all ages and capabilities.

The MCHC has consulted with and has received support from the Monroe County Public Library and First Presbyterian Church to close the parking lot for the duration of the event.

A noise permit is also requested as part of this event.

Recommendation: Staff recommends approval.

RESOLUTION 2014-11
HOT ROD AND CLASSIC CAR SHOW

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City Streets and Municipal Parking Lots; and

WHEREAS, the Monroe County History Center is sponsoring a Hot Rod and Classic Car Show on Sunday, May 18, 2014, to take place on Municipal Parking Lot #5 located at 6th and Lincoln Streets; and

WHEREAS, the Monroe County History Center has requested that the Board of Public Works allow them to restrict Municipal Parking Lot #5 to exhibitors and visitors to the car show; and

WHEREAS, the Monroe County History Center has agreed to execute a "Release, Hold Harmless and Indemnification Agreement" holding the City of Bloomington Board of Public Works, and their agents or employees harmless for any actions, losses or claims arising as a direct result of Monroe County History Center's negligent act(s) or failure to act or those of its agents in using the City of Bloomington's property, as described above, for said event a copy of which is attached hereto and made a part hereof and to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that the Monroe County History Center may restrict access to Municipal Lot #5 in conjunction with the staging of a classic car show to be open to the general public beginning at 10:00 a.m. on Sunday, May 18, 2014 until 4:00 p.m. on Sunday, May 18, 2014.
2. That the restriction outlined above is for the purposes of allowing the Monroe County History Center to provide a hot rod and classic car show of high quality that is mutually beneficial to participants and the community on Sunday, May 18, 2014.
3. That exhibitors, performers and vendors who have not received explicit authorization from Monroe County History Center, or their representatives or agents, to participate in the Hot Rod and Classic Car Show, shall not be permitted to utilize the municipal lot outlined above for the purposes of performing, displaying, producing or selling items or goods.
4. That Monroe County History Center shall post "no parking" signs at least 24 hours in advance of the closing of the municipal parking lot. Temporary "No Parking" signs may be obtained from the City of Bloomington Department of Public Works and shall be affixed as instructed by City Staff.
5. That Monroe County History Center shall be responsible for placement and removal of barricades. Monroe County History Center is responsible for contacting the City of

Bloomington Engineering Department for instructions on the type of and placement of said barricades. Monroe County History Center agrees to obtain at its own expense and place barricades to close the parking lot, not before 10:00 a.m. on Sunday, the 18th day of May, 2014 and to remove barricades by 4:00 p.m. on Sunday, May 18, 2014.

6. That Monroe County History Center will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement, and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by 4:00 p.m. on Sunday, May 18, 2014.
7. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. Monroe County History Center shall be responsible for notifying the general public, public transit and public safety agencies of the municipal lot closing in advance by notice (at least 48 hours in advance).
9. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS

Charlotte Zietlow

James McNamara

Dr. Frank N. Hrisomalos

All terms and conditions in this Resolution 2014-11 are acceptable and agreed to this _____ day of _____, 2014.

Monroe County History Center

Signature

Printed Name & Position

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, Monroe County History Center, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically Municipal Parking Lot #5 and said facilities or public property is owned and is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Hot Rod and Classic Car Show, on RELEASEE'S property with set up beginning at 10:30 a.m. on Sunday, May 18, 2014, and with tear down and clean up ending on Sunday, May 18, 2014, by 4:00 p.m.; and

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

NOW, THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the RELEASOR and its officers, directors, agents, employees, members, successors and assigns, does 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 agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, 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, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

RELEASOR expressly agrees 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.

RELEASOR

RELEASEE

Monroe County History Center

Board of Public Works Officer

Date

Date

Monroe
County History
Center
Where the past and present meet.



812.332.2517

202 East Sixth Street
Bloomington, Indiana 47408

monroehistory.org

For Immediate Release

Contact: Jenny Mack, Monroe County History Center Exhibit Manager
(812)332-2517 ext. 5 or exhibitdesign@monroehistory.org

The Monroe County History Center is requesting the City of Bloomington to close the Lot 5 - E. 6th Street and Lincoln Street (across from the Monroe County Public Library) on the date of May 18, 2014 from 10 to 4pm for a Hot Rod & Classic Car Show, benefiting the Monroe County History Center.

The Car Show is in conjunction with a traveling exhibit from the Indiana Historical Society of Indianapolis, *Auto Indiana: Celebrating the Automobile in Indiana*. The exhibit will take visitors on a ride through Indiana's rich automobile past as they discover the Hoosier State's prolific contributors, from inventors and innovators like Elwood Haynes and Ralph Teetor to automakers like Studebaker and Duesenburg. Indiana has left an indelible mark on the industry for more than a century-and vice versa. The exhibit will also celebrate how different means of transportation like the Monon Railroad and automobiles have shaped our local community.

The Classic Car Show will function as a program to support the theme of the traveling exhibit as well as a fundraiser with the proceeds going toward the Build History Campaign. The Build History Campaign was established help implement interactive components in the Gayle Cook Exhibit Hall at the MCHC. Hands-on activities help to foster a deeper understanding of Monroe County history. The components are designed for people of all ages and capabilities.

Kroger Corporate supported the creation of the exhibit and our local Collage Mall Kroger is supporting advertising for the exhibit in their stores.

The MCHC has consulted with and have gotten permission from MCPL and the Presbyterian Church to close the parking lot for the duration of the event. The Center has considered bathroom accessibility and assumed responsibility of cleaning up after the event.

We look forward to your response.

Sincerely,

Jenny Mack, Exhibits Manager
Monroe County History Center
202 E. 6th Street
Bloomington, IN 47408
812-332-2517 ext 5
exhibitdesign@monroehistory.org



CERTIFICATE OF LIABILITY INSURANCE

MCHIS-1

OP ID: AB

DATE (MM/DD/YYYY)

01/29/2014

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

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

PRODUCER First Insurance Group, Inc. 1405 North College Bloomington, IN 47404 Lance Eberle	Phone: 812-331-3230 Fax: 812-331-3233	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Monroe County Historical Society 202 E. 6th St. Bloomington, IN 47408	INSURER A : Cincinnati Insurance Company		10677
	INSURER B : Midwest Insurance Co.		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

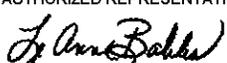
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> D & O Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CPP 107 56 84 BCP 867 81 54	11/01/2013 11/01/2013	11/01/2014 11/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPA 107 56 84	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CPP 107 56 84	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	0101WP 1015361 03	11/01/2013	11/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Section			CPP 107 56 84	11/01/2013	11/01/2014	
A	Equipment Floate			CPP 107 56 84	11/01/2013	11/01/2014	

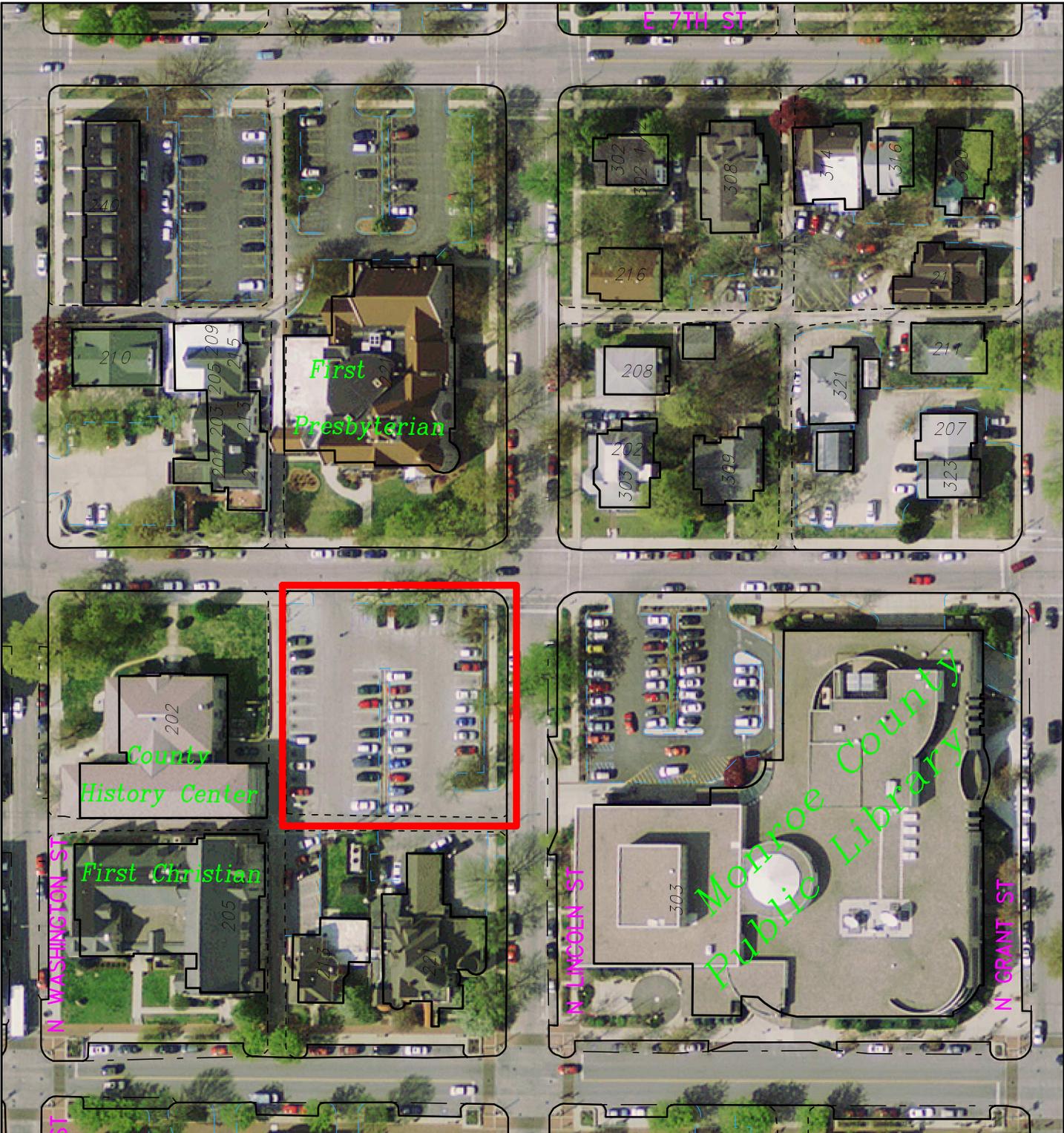
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Bloomington is listed as an additional insured with respect to the general liability coverage.

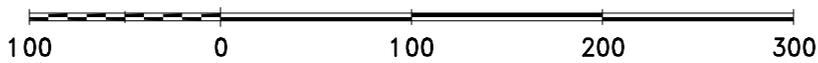
CERTIFICATE HOLDER**CANCELLATION**

CITY002 City of Bloomington Engineering Dept. 401 N Morton St Bloomington, IN 47404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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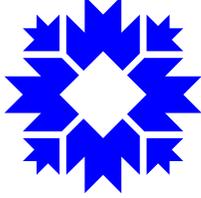
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By: smithc
21 Feb 14



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Old 37 & North Dunn Street Curve Correction Project - MOU with Monroe County

Petitioner/Representative: n/a

Staff Representative: Adrian Reid

Date: 02/25/2014

Report:

The MPO awarded HSIP funding for the Old 37 & North Dunn Street project at the Policy Committee meeting on February 7, 2014. As the limits of the project straddle both City and County jurisdictions, Monroe County agreed to participate in the project and pledged \$100,000 towards the project funding. Normally, we would have executed a MOU earlier in the process, but given the uncertainty of the funding until the recent HSIP award, we decided to delay the MOU. The MPO's decision to award funding, the MOU between City and County seems appropriately timed. We believe that it would be best to use their \$100,000 toward the remaining design, so this is what is outlined in the MOU. It also includes an outlay of the funding for the remainder of the project for which the City is responsible.

The project itself is scheduled for a letting through INDOT in April 2015. There are two parcels requiring acquisition, so this schedule should be achievable.

Recommendation and Supporting Justification: Staff recommends approval this MOU with Monroe County.

Recommend Approval Denial by

A handwritten signature in black ink, appearing to read "Adrian Reid", written over a horizontal line.

**MEMORANDUM OF UNDERSTANDING REGARDING INFRASTRUCTURE
IMPROVEMENTS TO OLD STATE ROUTE 37 AND NORTH DUNN STREET
AND FOR THE SHARING OF COSTS FOR PROJECT DESIGN BETWEEN
THE COUNTY OF MONROE AND THE CITY OF BLOOMINGTON**

This Memorandum of Understanding (hereinafter MOU), is made and entered into this _____ day of _____, 20____, by and between the County of Monroe, Indiana, through its Board of County Commissioners (hereinafter the COUNTY) and the City of Bloomington, Indiana, through its Board of Public Works (hereinafter the CITY),

WITNESSETH:

WHEREAS, the COUNTY and the CITY wish to cooperate in the design, right-of-way acquisition, and construction of the infrastructure improvements described below (hereinafter the PROJECT); and,

WHEREAS, this MOU reflects the parties' intent to share in the design costs for this PROJECT; and,

WHEREAS, this MOU reflects that the City alone shall bear the costs for right-of-way acquisition and construction phases of the PROJECT; and,

WHEREAS, issues including the physical geometry of Old State Route 37 and North Dunn Street have contributed to a number of traffic accidents, particularly in inclement weather; and,

WHEREAS, the multi-use path accessing the Ferguson Dog Park was constructed along the south side of Old State Route 37 in 2012 and should be extended east to North Dunn Street; and,

WHEREAS, a Road Safety Audit and traffic study conducted in 2012 have revealed that a curve correction on Old State Route 37 would address the primary safety issues in the area; and,

WHEREAS, the northern edge of the CITY municipal boundary bisects the limits of the project improvements, sharing a border with the COUNTY; and,

WHEREAS, two years ago the CITY had the design completed, and all design services payments thus far have been paid by the CITY; and

WHEREAS, the CITY and the COUNTY agree to share design costs of this PROJECT in the manner described below; and,

WHEREAS, both the CITY and the COUNTY shall use local funds for the design phase of the PROJECT; and,

WHEREAS, the City anticipates using BMCMPPO funds for the right-of-way acquisition and construction phases; and,

WHEREAS, the CITY shall be designated the lead agency in the design, right-of-way acquisition, and construction phases of the PROJECT.

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

1. The CITY shall be designated as the lead agency in matters dealing with the design, right-of-way acquisition and construction phases. Meetings between the parties herein and the contractor and project engineer shall be regularly scheduled to keep all informed as to PROJECT issues and progress. All change orders regarding right-of-way acquisition and construction shall be reviewed and signed by the City before being submitted to INDOT.

2. The parties hereby agree that design, right-of-way acquisition and construction costs are expected to total Two Million, One Hundred Seventy-Six Thousand Dollars (\$2,176,000.00), as indicated on Exhibit A. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

3. As set out in Exhibit A, the breakdown of the expected PROJECT costs are: Two Hundred Eleven Thousand Dollars (\$211,000.00) for design services; One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for right-of-way acquisition services; and One Million, Eight Hundred Forty Thousand Dollars (\$1,840,000.00) for construction services.

4. The CITY and COUNTY agree that each shall bear responsibility for a portion of the design costs under this PROJECT.

5. The design services portion of this PROJECT shall be paid from each party's local funds. The portion paid by the COUNTY shall be One Hundred Thousand Dollars (\$100,000.00), and the CITY shall pay the remaining design costs under this PROJECT.

6. All payments for the design services of this PROJECT have thus far been paid solely by the CITY, and the amount paid by the CITY is One Hundred Two Thousand Six Hundred Ninety-Four Dollars and Eighty Cents (\$102,694.80).

7. The COUNTY agrees to begin making payments for the design services of this PROJECT and shall continue to pay invoices for design services until the amount paid by the COUNTY equals One Hundred Thousand Dollars (\$100,000.00).

8. The CITY and COUNTY agree that the CITY shall bear responsibility for the local share of the right-of-way acquisition and construction costs under this PROJECT.

9. As set out in Exhibit A, the parties anticipate that One Hundred Thousand Dollars (\$100,000.00) of the One Hundred Twenty-Five Thousand Dollar (\$125,000.00) right-of-

way acquisition costs shall be covered by federal funds obtained through the Metropolitan Planning Organization, leaving Twenty-Five Thousand Dollars (\$25,000.00) to be paid by the CITY from local funds.

10. The CITY shall pay One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for the right-of-way acquisition costs, subject to an Eighty Per Cent (80%) reimbursement of One Hundred Thousand Dollars (\$100,000.00) to the CITY.

11. The CITY shall be responsible for right-of-way acquisition services and recording of right-of-way documents.

12. As set out in Exhibit A, the parties hereby agree that construction costs for this PROJECT are expected to be One Million, Eight Hundred Forty Thousand Dollars (\$1,840,000.00). The CITY shall, when there is a call for projects, apply to the Indiana Department of Transportation (hereinafter INDOT) for classification of this PROJECT as an HSIP (Highway Safety Improvement Program) project. If this PROJECT is approved and fully funded, the CITY would be responsible for paying a total of only Ten Per Cent (10%) of the construction costs from the local funds of the CITY, which would be One Hundred Eighty-Four Thousand Dollars (\$184,000.00).

13. The responsibility of the CITY to pay for construction costs is contingent upon INDOT's decision to classify and fully fund this PROJECT as an HSIP project.

14. The responsibility of the CITY to pay for construction costs is also contingent upon the CITY's ability to secure additional funding sources if this PROJECT is only partially funded by INDOT as an HSIP project.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding and caused their seals to be affixed and attested the day and year first written above.

City of Bloomington, Indiana
Board of Public Works

County of Monroe, Indiana
Board of County Commissioners

Charlotte Zietlow, President

Patrick Stoffers, President

James McNamara, Vice President

Iris F. Kiesling, Vice President

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

Julie Thomas, Commissioner

Mark Kruzan, Mayor

EXHIBIT A

**EXPECTED COSTS FOR INFRASTRUCTURE IMPROVEMENTS TO
OLD STATE ROUTE 37 AND NORTH DUNN STREET**

Design Services Estimate		\$ 211,000.00
Right-of-Way Services Estimate		\$ 125,000.00
Construction Services Estimate		<u>\$1,840,000.00</u>
Total Project Cost Estimate		\$2,176,000.00
<u>Design Services</u>		
Local Share Distribution:		
County (<u>Not to Exceed</u>)	\$ 100,000.00	
City	<u>\$ 111,000.00</u>	
Design Services Total		\$ 211,000.00
<u>Right-of-Way Services</u>		
FHWA (80%/20%)	\$ 100,000.00	
Local Share Distribution:		
City	<u>\$ 25,000.00</u>	
Right-of-Way Services Total		\$ 125,000.00
<u>Construction Services</u>		
FHWA (90%/10%)	\$1,656,000.00	
Local Share Distribution:		
City	<u>\$ 184,000.00</u>	
Construction Services Total		<u>\$1,840,000.00</u>
 TOTAL PROJECT COST		 \$2,176,000.00

Subject to the contingencies contained in the MOU, all local share costs, other than the \$100,000.00 design services costs to be borne by the County, shall be borne by the City of Bloomington.



MEMORANDUM

CITY OF BLOOMINGTON LEGAL DEPARTMENT

TO: Board of Public Works
FROM: Patty Mulvihill, Assistant City Attorney
DATE: February 20, 2014
RE: Agreement for Sealing Abating Properties in Violation of Title 6

Funding Source: Unsafe Building Fund

DUE DATE FOR SIGNATURE: February 25, 2014

RETURN: Patty Mulvihill

REVIEWED: Patty Mulvihill

Summary:

A few times a year the City, via the HAND Department and the BPW, issue Orders to Abate a property which is in violation of Title 6 of the BMC (the grass exceeds the height of 8 inches or the property is littered with garbage and refuse). When the City is required to abate the property the City utilizes the services of private contractors.

Starting in 2013 the City attempted to streamline the process of hiring private contractors for this task. Instead of soliciting bids from several private contractors each time the City had a property it needed to abate, it solicited bids for one private contractor to do any of the abating the City needed for the entire 2013 calendar year. This practice was considerably more efficient and effective in terms of abating the properties in a timelier manner. HAND and the BPW would like to continue this practice again in 2014.

Bids were solicited from private contractors over a one month period between January and February of 2014. Only one contractor submitted a bid, 4 U Lawn & Landscaping.

Attached is the bid proposal (labeled as Exhibit A) as well as the contract for 4 U Lawn & Landscaping. There have been three fee increases over last year's contract.

- Mowing increased from \$40.00 per hour to \$50.00 per hour.
- Debris removal increased from \$20.00 per hour to \$45.00 per hour.
- Bush hogging increased from \$60.00 per hour to \$85.00 per hour.

AGREEMENT FOR ABATEMENT SERVICES

This Agreement, made and entered into this 25th day of February, 2014, by and between the City of Bloomington, Indiana, through its Housing and Neighborhood Development Department and Board of Public Works (hereinafter, "City"), and 4 U Lawn & Landscape, a private enterprise in the business of providing abatement services (hereinafter, "Service Provider")

WITNESSETH:

WHEREAS, City has the authority and responsibility to ensure all properties located within the corporation boundaries are in compliance with Title 6 of the City's municipal code; and

WHEREAS, City relies upon private enterprises to abate any property located within the corporation boundaries if a violation of Title 6 remains uncorrected;

WHEREAS, the Service Provider is willing and able to perform this function for City; and

WHEREAS, certain conditions must be met and uniform procedures established to facilitate proper performance of this function by the City and the Service Provider.

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

1. **Scope of Work.** The Service Provider agrees to furnish all materials and equipment, and perform all work described in the attached Exhibit A, said Exhibit being specifically made a part of this Agreement, for any and all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works.
2. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in Exhibit A in a manner to meet high professional standards consistent with the Service Provider's profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
3. **Duration of Agreement.** This Agreement shall be in effect from March 1, 2014 to February 28, 2015. During the duration of this Agreement, the Service Provider shall abate all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works. However, the Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement's terms and conditions or for any other reason deemed appropriate by the party effectuating the termination.
4. **Time to Proceed and Time of Completion.** Upon the City notifying the Service Provider of an Abatement Order issued by the City of Bloomington Board of Public

Works, the Service Provider shall abate the relevant property within no more than ten (10) business days.

5. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted on the attached Exhibit A, said Exhibit being specifically made a part of this Agreement. Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within thirty (30) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction.

6. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or destruction of property other than the required abatement action, belonging to either the owner of any property being abated in connection with the performance required under this Agreement.

7. **Insurance.** *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to the HAND Department. Coverage shall be at least as follows:

CLASS OF COVERAGE	BODILY INJURY	AGGREGATE	PROPERTY DAMAGE
1. Commercial General Liability		\$500,000.00	\$200,000.00
2. Auto Owned, Hired or Leased	\$200,000.00	\$500,000.00	\$50,000.00
3. Workmen's Compensation & Employer's Liability	Statutory	\$200,000.00	

8. **Liens and Waivers of Liens.** The Service Provider agrees to waive, and does hereby waive and relinquish, all rights to a lien upon any real estate which is the subject of an Abatement Order subject to terms of this Agreement.

9. **Owner-Service Provider Side-Agreements.** During the life of this Agreement, no agreements between any property owner subject to an Abatement Order from the City's Board of Public Works and the Service Provider providing for work to be done on or off a property subject to an Abatement Order which outside the scope of this Agreement will be the responsibility of the City, and must be disclosed, in writing, to

the Housing and Neighborhood Development Department *before* commencement of any work to be done under the side-agreement; and none of the work part of a side-agreement should interfere with any work within the scope of this Agreement. The City is in no way responsible for payment, inspection, or any other aspect of any matter covered by any side-agreement between a property owner and the Service Provider.

10. **Subcontracts and Assignments.** No subcontract or assignment of this Agreement shall be made without the written consent of the City.
11. **Independent Contractor Status.** During the entire term of this Agreement, the Service Provider shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.
12. **Conflict of Interest.** The Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of work required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.
13. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
14. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
15. **Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
16. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.

17. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.
18. **Non-Discrimination.** The Service Provider shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.
19. **Compliance with Laws.** In performing the work under this Agreement, the Service Provider shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, the Service Provider shall advise the City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
20. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:

Jo Stong
HAND
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Service Provider:

Michael Sullivan
Easy Go Lawn Care
5929 W. Koontz Road
Bloomington, IN 47403

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

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

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

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

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

24. **Living Wage.** The Service Provider shall comply with City of Bloomington Ordinance 2.28.
25. **Iran.** The Service Provider shall swear under oath, via a signed affidavit, attached as Exhibit C, that it does not conduct business with Iran.
26. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment

to this Agreement in order to maintain the Service Provider's eligibility to perform under this Agreement.

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

For the City:

Charlotte Zietlow, President
Board of Public Works

Date

Mark Kruzan, Mayor
City of Bloomington

Date

Lisa Abbott, Director
Housing and Neighborhood Development

Date

For 4 U Lawn & Landscape:

Christopher Underwood, Partner & Chief Operations Officer
4 U Lawn & Landscape

Date



MEMORANDUM

CITY OF BLOOMINGTON LEGAL DEPARTMENT

TO: Board of Public Works
FROM: Patty Mulvihill, Assistant City Attorney
DATE: February 20, 2014
RE: Agreement for Sealing Unsafe Structures

Funding Source: Unsafe Building Fund

DUE DATE FOR SIGNATURE: February 25, 2014

RETURN: Patty Mulvihill

REVIEWED: Patty Mulvihill

Summary:

A few times a year the City, via the HAND Department and the BPW, issue Orders to Seal a structure which has been declared “unsafe” under Ind. Code 36-7-9-4 and Title 17 of the BMC. On occasion the owner of the “unsafe” property refuses to seal the building and the City is forced to do so itself. When the City is required to seal the “unsafe” property the City utilizes the services of private contractors.

Starting in 2013 the City attempted to streamline the process of hiring private contractors for this task. Instead of soliciting bids from several private contractors each time the City had a structure it needed sealed, it solicited bids for one private contractor to do any of the sealing the City needed for the entire 2013 calendar year. This practice was considerably more efficient and effective in terms of securing the “unsafe” structures in a timelier manner. HAND and the BPW would like to continue this practice again in 2014.

Bids were solicited from private contractors over a one month period between January and February of 2014. Only one contractor submitted a bid, Clark Excavating. This is the same company that handled the 2013 “unsafe” properties for the City and HAND has been pleased with his efficiency and level of work.

Attached is the bid proposal (labeled as Exhibit A) as well as the contract for Clark Excavating. The only fee increase is for the mobilization fee, which increased \$25.00. It is worth noting that most of the fees listed towards the end of Exhibit A have never been necessary or used.

AGREEMENT FOR SEALING UNSAFE STRUCTURES SERVICES

This Agreement, made and entered into this 25th day of February, 2014, by and between the City of Bloomington, Indiana, through its Housing and Neighborhood Development Department and Board of Public Works (hereinafter, "City"), and Clark Excavating, a private enterprise in the business of providing services which will seal unsafe structures (hereinafter, "Service Provider")

WITNESSETH:

WHEREAS, City has the authority and responsibility to ensure all properties located within the corporation boundaries are in compliance with Title 17 of the City's municipal code; and

WHEREAS, City relies upon private enterprises to seal any unsafe property located within the corporation boundaries if a violation of Title 17 remains uncorrected;

WHEREAS, the Service Provider is willing and able to perform this function for City; and

WHEREAS, certain conditions must be met and uniform procedures established to facilitate proper performance of this function by the City and the Service Provider.

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

- 1. Scope of Work.** The Service Provider agrees to furnish all materials and equipment, and perform all work described in the attached Exhibit A, said Exhibit being specifically made a part of this Agreement, for any and all properties which are the subject of an Unsafe Order to Seal issued by the City of Bloomington Board of Public Works.
- 2. Standard of Care.** The Service Provider shall be responsible for completion of the work described in Exhibit A in a manner to meet high professional standards consistent with the Service Provider's profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
- 3. Duration of Agreement.** This Agreement shall be in effect from March 14, 2013 to February 28, 2014. During the duration of this Agreement, the Service Provider shall seal all unsafe properties which are the subject of an Unsafe Order to Seal issued by the City of Bloomington Board of Public Works. However, the Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement's terms and conditions or for any other reason deemed appropriate by the party effectuating the termination.

4. **Time to Proceed and Time of Completion.** Upon the City notifying the Service Provider of an Unsafe Order to Seal issued by the City of Bloomington Board of Public Works, the Service Provider shall seal the relevant property within no more than ten (10) business days.

5. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted on the attached Exhibit A, said Exhibit being specifically made a part of this Agreement. Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within thirty (30) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction.

6. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or destruction of property other than the required sealing action, belonging to either the owner of any property being sealed in connection with the performance required under this Agreement.

7. **Insurance.** *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to the HAND Department. Coverage shall be at least as follows:

CLASS OF COVERAGE	BODILY INJURY	AGGREGATE	PROPERTY DAMAGE
1. Commercial General Liability		\$500,000.00	\$200,000.00
2. Auto Owned, Hired or Leased	\$200,000.00	\$500,000.00	\$50,000.00
3. Workmen's Compensation & Employer's Liability	Statutory	\$200,000.00	

8. **Liens and Waivers of Liens.** The Service Provider agrees to waive, and does hereby waive and relinquish, all rights to a lien upon any real estate which is the subject of an Unsafe Order to Seal subject to terms of this Agreement.

9. **Owner-Service Provider Side-Agreements.** During the life of this Agreement, no agreements between any property owner subject to an Unsafe Order to Seal from the City's Board of Public Works and the Service Provider providing for work to be done

on or off a property subject to an Unsafe Order to Seal which outside the scope of this Agreement will be the responsibility of the City, and must be disclosed, in writing, to the Housing and Neighborhood Development Department *before* commencement of any work to be done under the side-agreement; and none of the work part of a side-agreement should interfere with any work within the scope of this Agreement. The City is in no way responsible for payment, inspection, or any other aspect of any matter covered by any side-agreement between a property owner and the Service Provider.

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

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

City:

Mike Arnold
HAND
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Service Provider:

Joel Clark
Clark Excavating
6331 South Harmony Road
Bloomington, IN 47403

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

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

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

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

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

24. **Living Wage.** The Service Provider shall comply with City of Bloomington Ordinance 2.28.
25. **Iran.** The Service Provider shall swear under oath, via a signed affidavit, attached as Exhibit C, that it does not conduct business with Iran.
26. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment

to this Agreement in order to maintain the Service Provider's eligibility to perform under this Agreement.

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

For the City:

Charlotte Zietlow, President
Board of Public Works

Date

Mark Kruzan, Mayor
City of Bloomington

Date

Lisa Abbott, Director
Housing and Neighborhood Development

Date

For Clark Excavating:

Joel Clark, Owner
Clark Excavating

Date



Board of Public Works Staff Report

Project/Event: Adopt A Road Program

Petitioner/Representative: Monroe County Solid Waste

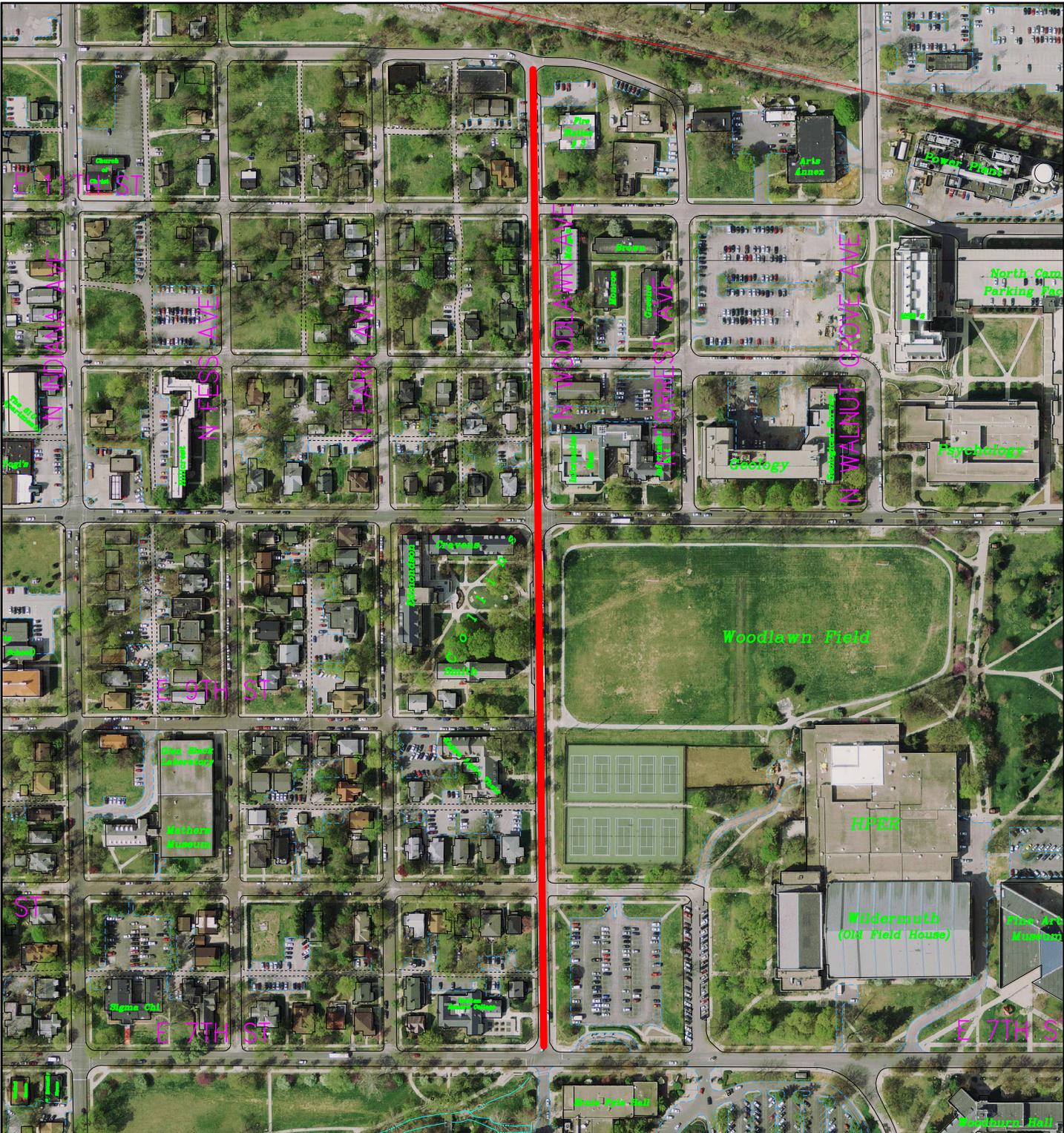
Staff Representative: Christina Smith

Meeting Date: February 25, 2014

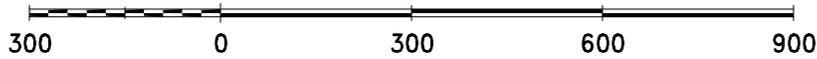
Monroe County Solid Waste District manages the Adopt A Road Program which includes City Streets and has requested that North Woodlawn Avenue between East 7th Street and East 12th Street be added to the program on behalf of African Students' Association at Indiana University Bloomington.

The District requires organizations to complete four (4) litter clean ups each year and must commit to keeping the adopted roadway clean for two years. The District also furnishes safety training, equipment, and arranges for collection and disposal of the litter after each scheduled clean up. City Risk Management Division has evaluated this section of North Woodlawn Avenue and did not find any liability issues that would prohibit it from being included into the program.

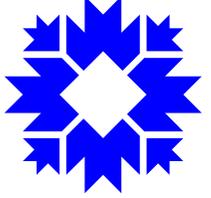
Recommendation and Supporting Justification: Staff welcomes the assistance of this group's efforts in removing litter from City streets and recommends North Woodlawn Avenue between East 7th Street and East 12th Street be included into the Adopt A Road Program.



By: smithc
19 Feb 14



City of Bloomington
Public Works



Scale: 1" = 300'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Appointment to Tree Commission
Petitioner/Representative: Public Works and Parks & Recreation
Staff Representative: Christina Smith
Meeting Date: February 25, 2014

Kerry Bridges is a current member of the Tree Commission and has applied for his second three (3) year appointment. He is a certified arborist specializing in tree health care, nutrition, pest and disease control, and urban tree management. Lee Huss, City Urban Forester, who is quite familiar with Mr. Bridges' knowledge and work both as an arborist and commission member highly recommends him for another term.

Staff recommends that the Board approves Mr. Bridges' appointment to the Tree Commission.

Recommend **Approval** **Denial by** Christina Smith



Christina Smith <smithc@bloomington.in.gov>

Fwd: board application: tree

1 message

clerk email <clerk@bloomington.in.gov>
To: Christina Smith <smithc@bloomington.in.gov>

Mon, Feb 10, 2014 at 1:00 PM

Office of the City Clerk
401 N Morton St, Suite 110
Bloomington, IN 47404
[812-349-3408](tel:812-349-3408)

----- Forwarded message -----

From: <kerry@treeguyinc.com>
Date: Thu, Feb 6, 2014 at 10:26 AM
Subject: board application: tree
To: clerk@bloomington.in.gov, dailyd@bloomington.in.gov

February 06,2014

Name: Kerry Bridges

Email: kerry@treeguyinc.com

Address: 3011 South Stratford Drive City: Bloomington, IN 47401

Primary Phone: 812 325 92665, Secondary Phone:

City Limits: yes

Occupation: Arborist / Tree Doctor

Board: tree

Please explain your interest in this position: Current member of the Tree Commission applying for second 3 year appointment.

Please describe your qualifications for this position: OISC Licensed, ISA Certified Arborist specializing in Tree Health Care / Nutrition / Pest & Disease control and Urban Tree Management.

Learn of this opening:other

if other: Currently on Tree Commission