

Board of Public Works Meeting

November 27, 2018



**AGENDA
BOARD OF PUBLIC WORKS
November 27, 2018**

A Regular Meeting of the Board of Public Work to be held Tuesday, November 27, 2018 at 5:30 p.m., in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. OPEN SEALED BIDS & QUOTES

1. Open Sealed Quotes for the South Mitchell Street Sidewalk Project

IV. TITLE VI ENFORCEMENT

1. Permission to Abate Property at 2854 N. Blue Ridge Dr.

V. CONSENT AGENDA

1. Approval of Minutes – November 13, 2018
2. Permission to Abate Property at 1501 S. Hathaway Ct.
3. Permission to Abate Property at 1502 S. Hathaway Ct.
4. Permission to Abate Property at 1546 S. Hathaway Ct.
5. Permission to Abate Property at 1554 S. Hathaway Ct.
6. Permission to Abate Property at 1562 S. Hathaway Ct.
7. Permission to Abate Property at 1578 S. Hathaway Ct.
8. Permission to Abate Property at 1620 S. Hathaway Ct
9. Permission to Abate Property at 2431 E. Cathcart St.
10. Resolution 2018-119: Replacement - Encroachment Agreement, Graduate Hotel, 210 E. Kirkwood Ave.
11. Approval of Payroll

VI. NEW BUSINESS

1. Approve Request from Duke Energy for Lane Closure on N. Smith Rd (Saturday 12/1 – Friday 3/1)
2. Approve Agreement with Ann – Kriss LLC for the Installation of Fencing and a Concrete Walk at the Animal Control Center
3. Approve Request from Weddle Brothers LLC for Full Street Closure Extension on 13th Street, IU Fine Arts Project (Tuesday 11/27 – Friday 1/4)
4. Approve Request from Sarge Property Management Inc. to Extend Public Right-of-Way Use for Exterior Reconstruction at 100 E. Kirkwood Avenue (Thursday 11/22 – Thursday 12/20)
5. Award Construction Contract to E&B Paving Inc. for the South Walnut Street Sidewalk Project
6. Award Construction Contract to E&B Paving Inc. for Moores Pike at Clarizz Blvd. Pedestrian Crosswalk Project
7. Approve Electric Scooter Interim Operating Agreement with Bird Rides, Inc. & Neutron Holdings, Inc. dba Lime

VII. STAFF REPORTS & OTHER BUSINESS

VIII. APPROVAL OF CLAIMS

IX. ADJOURNMENT

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

Staff Report

To: Board of Public Works

From: Norman Mosier, HAND; Chris Wheeler, City Legal

Date: November 8, 2018

Re: Request For Order to Abate 2854 N. Blue Ridge Dr., Bloomington, IN

Attachments:

1. First Notice of Violation Issued September 26, 2018
2. Photograph of the property
3. GIS property information
4. Proposed BPW Decision and Proposed BPW Order

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On September 26, 2018, and October 3, 2018, October 10, 2018, October 17, 2018, October 24, 2018, Neighborhood Compliance Officer Norman Mosier inspected the property located at 2854 N. Blue Ridge Dr., Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation, in each instance for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to Jerry & Linda Copper (Hereinafter the “Owner”) because they are the Owners of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

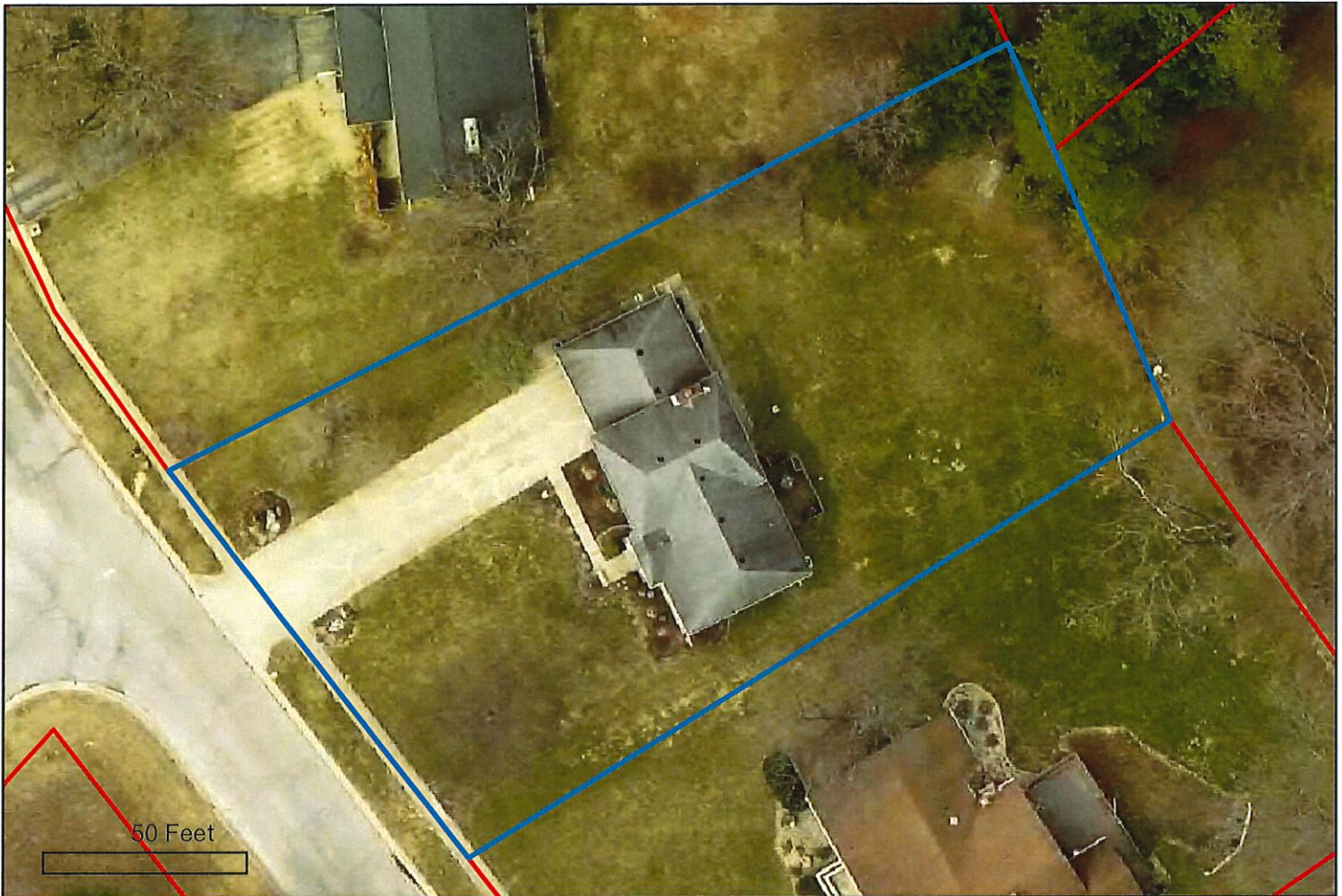
The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.

Monroe County, IN

2854 N Blue Ridge DR, Bloomington, IN 47408-1012
53-05-21-303-002.000-005



Parcel Information

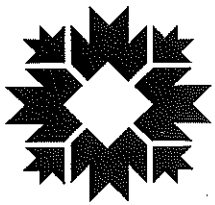
Parcel Number: 53-05-21-303-002.000-005
Alt Parcel Number: 013-39940-00
Property Address: 2854 N Blue Ridge DR
Bloomington, IN 47408-1012
Neighborhood: Blue Ridge Sub - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: Copper, Jerry R. & Linda M.
Owner Address: 2854 N Blue Ridge Dr
Bloomington, IN 47408
Legal Description: 013-39940-00 BLUE RIDGE ESTATES 2ND
ADD; LOT 130

Taxing District

Township: BLOOMINGTON TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

| <u>Land Type</u> | <u>Acreage</u> | <u>Dimensions</u> |
|------------------|----------------|-------------------|
| 9 | None | 0.5600 |



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 10-24-18 Time 1:50 Address/location 2854 N. BLUE RIDGE DR. 47408

Issued by: 207

BMC 6.04.110 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 6.04.100(c).

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

Fine Due: \$50

\$100

\$150

Warning (No fine due at this time)

Ticket# _____

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

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

✓ **Fine Due: \$50**

\$100

\$150

Warning (No fine due at this time)

Ticket# 41841

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: MOW ENTIRE YARD FOR SEASON OR PROPERTY WILL BE
ABATED.

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name JERRY & LINDA COPPER

Address P.O. Box 5942

City Bloomington **State** IN

Zip Code 47407

Agent Name _____

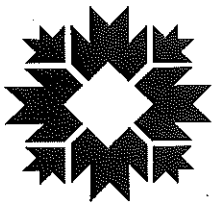
Address _____

City _____ **State** _____

Zip Code _____

BPW: ✓ 11-13-18

Mail Copies To: Resident: _____ Owner: ✓ Agent: _____



Notice of Violation

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

Date 10-17-18 Time 1:25 Address/location 2854 N. BLUE RIDGE DR. 47408
Issued by: 207

BMC 6.04.110 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 6.04.100(c).

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

Fine Due: \$50

\$100

\$150

Warning (No fine due at this time)

Ticket# _____

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

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

✓ **Fine Due: \$50**

\$100

\$150

Warning (No fine due at this time)

Ticket# 41771

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: MOW ENTIRE YARD FOR SEASON OR FINES WILL BE FORTHCOMING

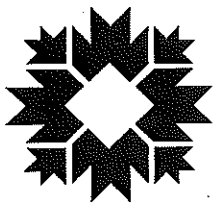
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name JERRY & LINDA COPPER
Address 2854 N. BLUE RIDGE DR.
City BLOOMINGTON State IN
Zip Code 47408

Agent Name _____
Address _____
City _____ State _____
Zip Code _____

BPW: _____

Mail Copies To: Resident ☒ Owner ☒ Agent: _____



Notice of Violation

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

Date 12-10-18 Time 1:50 Address/location 2854 N. BLUE RIDGE DR. 47408

Issued by: 207

BMC 6.04.110 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 6.04.100(c).

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

Fine Due: \$50

\$100

\$150

Warning (No fine due at this time)

Ticket# _____

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

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

✓ **Fine Due: \$50**

\$100

\$150

Warning (No fine due at this time)

Ticket# 41709

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: MOW ENTIRE YARD FOR SEASON OR FINES WILL INCREASE.

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name JERRY & LINDA COPPER

Address 2854 N. BLUE RIDGE DRIVE

City BLOOMINGTON **State** IN

Zip Code 47408

Agent Name _____

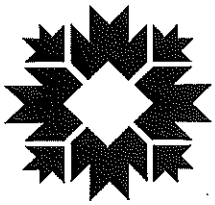
Address _____

City _____ **State** _____

Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: X Agent: _____



Notice of Violation

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

Date 10-3-18 Time 2:35 Address/location 2854 N. BLUE RIDGE DR. 47408
Issued by: 201

BMC 6.04.110 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 6.04.100(c).

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

Fine Due: \$50

\$100

\$150

Warning (No fine due at this time)

Ticket# _____

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

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

✓ **Fine Due: \$50**

\$100

\$150

Warning (No fine due at this time)

Ticket# 41687

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: MOW ENTIRE YARD FOR SEASON OR FINES WILL INCREASE.

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name JERRY COPPER

Address 2854 N. BLUE RIDGE DR.

City BLGTN. State IN.

Zip Code 47408

Agent Name _____

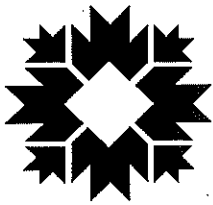
Address _____

City _____ State _____

Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: ☒ Agent: _____



Notice of Violation

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

Date 9-26-18 Time 1:50 Address/location 2854 N. BLUE RIDGE DR. 47408
Issued by: 201

BMC 6.04.110 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 6.04.100(c).

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

Fine Due: \$50

\$100

\$150

Warning (No fine due at this time)

Ticket# _____

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

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

Fine Due: \$50

\$100

\$150

Warning (No fine due at this time)

Ticket# 41626

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: MOW ENTIRE YARD FOR SEASON OR FINES WILL BE FORTHCOMING.

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. Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.

Owner Name JERRY COPPER
Address 2854 N. BLUE RIDGE DR.
City BLOOM. State IN.
Zip Code 47408

Agent Name _____
Address _____
City _____ State _____
Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: ☒ Agent: _____

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS NOTICE OF ABATEMENT (Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 2854 N. Blue Ridge Dr., Bloomington, IN., under parcel number 53-05-21-303-002.000-005 and whose legal description is 013-39940-00 Blue Ridge Estates 2ND Add; Lot 130 (Hereinafter the "Property") which is owned by Jerry & Linda Copper (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

CONTINUOUS ABATEMENT: In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 26th DAY OF SEPTEMBER, 2019.

SO ORDERED THIS 27th DAY OF NOVEMBER, 2018.

Kyla Cox Deckard, President of the Board

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

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued September 26, 2018, and October 3, 2018, October 10, 2018, October 17, 2018, October 24, 2018 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 27, 2018.

The Board of Public Works now finds as follows:

1. Jerry & Linda Copper (Hereinafter the "Owner") own the real estate located at 2854 N. Blue Ridge Dr., Bloomington, IN (Hereinafter the "Property").
2. On September 26, 2018, and October 3, 2018, October 10, 2018, October 17, 2018, October 24, 2018, Norman Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and expires on September 26, 2019.

So Ordered this 27th Day of November, 2018.

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

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

The Board of Public Works meeting was held on Tuesday, November 13, 2018, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Beth H. Hollingsworth

ROLL CALL

City Staff: Dee Wills – Housing & Neighborhood Development
Chris Wheeler – Legal Department
Neil Kopper – Planning & Transportation
Dan Backler – Planning & Transportation
Sara Gomez – Planning & Transportation
Russell White – Planning & Transportation
Adam Wason – Public Works
Christina Smith – Public Works
Michael Large – Public Works

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

Chris Wheeler, City Legal, presented appeal of noise ordinance #37537. Wheeler asked that if the appellant was present to please come give her presentation. Cox Deckard asked for the appellant to come forward if present; she was not. Wheeler stated that the appellant was not the person to whom the ticket was issued to. That alone should give the Board enough information to deny the appeal and uphold the ticket. Wheeler explained that officer Dilts issued the ticket between the hours of 9:00pm and 7:00am. Noise heard coming from the residence at 1116 N. Walnut on the street side is enough evidence to warrant violation of Bloomington Municipal Code 14.09.030C. Wheeler asked the Board to uphold the ticket and deny the appeal.

**HEARING ON NOISE
APPEAL**

**Appeal of Noise Citation
#37537 at 1116 N.
Walnut St.**

Hollingsworth made a motion to deny the appeal of ticket #37537. Cox Deckard seconded the motion. Motion is passed. Appeal is denied.

Chris Wheeler, City Legal, presented appeal of sanitation citations #41765 and #41766 **HEARING ON**

SANITATION APPEAL

Appeal of Sanitation Citations #41765 & #41766 and Violation Warning Citations #41757 & #41758 at 803 S. Washington St.

at 803 S. Washington Street. These are actually two notices of violations issued on 10/12/18 and 10/17/18. Under notice 10/12 there were two warning tickets were issued. Under notice 10/17 there were two tickets with fines issued. Wheeler asked the appellant to present his case to the Board first. Phillip Jones, appellant, stated that the four roommates of the residence were away on fall break. They learned of the violation upon their return from break. Jones stated that upon receiving the letter from the City of Bloomington a roommate was working to resolve the violation. Before he was able to return from Kroger with supplies to clean up the sticks and debris the Notice of Violation was issued. Jones stated that he understood the violation was being issued to the property owner, however he felt that it was his responsibility to speak for him. Jones went on to state that he nor his roommates were responsible for placing the items in front of the house that led to the violation citation. Jones stated that a contracted landscaper maintain the properties and takes all bagged material with them upon completion bi-monthly. Jones reiterated that he was unaware of the origin of the debris. In regard to the sanitation carts, Jones said that he and his roommates had planned on returning sooner than they did, which is why they were unable to remove the carts from the curbside in a timely manner. Jones asked for any leniency the Board could offer for this violation.

Wheeler stated that this is another incidence where the one appealing the citation is not the person whom the citation was issued. There is no relief that can be offered to Mr. Jones. Based on that information alone, Wheeler asked that the Board deny the appeals and uphold the violations as issued. Under Bloomington Municipal Code 6.06.020, it is not a question if you personally have scattered debris over your property. It is if you have done this or have allowed it to occur that has led to this violation. Wheeler went on to elaborate on the Bloomington Municipal Code. Wheeler stated that the appeal for the citation issued 10/12/18 was not filed in a timely manner. Given the seven days to appeal the citation, it should have been filed on or before 10/19/18 and it was not appealed until 10/24/18. For this alone the appeal should be dismissed. Under the Bloomington Municipal Code, violations regarding sanitation carts, appeals should not be brought to the Board of Public Works, but appealed to the Circuit Court of Monroe County. Ticket #41766 was appealed in a timely manner but by the wrong person. Wheeler stated that he believes all of these tickets should be upheld and their appeals denied.

Board Comments:

Cox Deckard asked for clarification of citation #41765 since the Board is not technically supposed to be the body overseeing its appeal. Wheeler stated that it was not properly brought to the Board. It is only important that the violation be upheld to ensure that it can be adjudicated properly.

Hollingsworth asked Mr. Jones if he had spoken with the property owner regarding the violations. Jones confirmed that he has spoken to the property owner about the responsibility for the fines associated with the citations. Jones stated that the property owner was unaware of the seven day window to submit an appeal. Jones said that their biggest problem with the process is that they received the violation citation on the same day they received notice of the warning in the mail, referencing the post mark on the envelope submitted to the board as evidence.

Cox Deckard asked Wheeler if a notice is attached to the door and mailed. Dee Wills,

Housing and Neighborhood Development confirmed that a notice is attached to the residence in addition to a copy being mailed to the residence and the property owner. Cox Deckard confirmed that there would be three notices in total regarding each violation.

Cox Deckard commented that it is the property owner who the City is determining is responsible for the fine since the City does not have any information to the contrary. Wheeler confirmed that each violation is issued against the property owner. Wheeler stated “Mr. Jones is asking for relief, however there is nothing the City can do since the property owner failed to appeal the violations in a timely manner.”

Hollingsworth made a motion to deny the appeal and uphold sanitation violation citations #41765 and #41766 as well as violation warnings #41757 and #41758. Cox Deckard seconded the motion. Motion is passed. Sanitation appeal is denied.

OPEN SEALED BIDS & QUOTES

Cox Deckard opened two quotes for the South Walnut Street Sidewalk Project.

Two quotes were received. The first is from Milestone Contractors LP in the amount of \$147,525.00 with an addition of \$700.00 for projects that require a submission of a trench safety affidavit. The second quote was submitted by E&B Paving with a quote of \$119,439.00 and they list non applicable for the trench safety affidavit.

Open Sealed Quotes for the South Walnut Street Sidewalk Project

Cox Deckard opened two quotes for the East Moores Pike at South Clarizz Blvd. Crosswalk Project. Two quotes were received. The first is from Milestone Contractors LP in the amount of \$151,178.50 with an additional \$700 for submission of a trench safety affidavit. The second is from E&B Paving with a quote for \$139,730.00 and a non-applicable for the trench safety affidavit.

Open Sealed Quotes for the East Moores Pike at South Clarizz Blvd. Crosswalk Project

Cox Deckard stated that staff will review the quotes and return them to the Board at later date.

CONSENT AGENDA

1. Approval of Minutes – October 30, 2018
2. Resolution 2018-115: Approve Renewal of Mobile Vendor in Public Right of Way (Juannita’s)
3. Resolution 2018-116: Approve Renewal of Mobile Vendor in Public Right of Way (Pili’s Party Taco #1)
4. Resolution 2018-117: Approve Use of Public Street for Annual Krampus Parade (Saturday, Dec. 1st)
5. Resolution 2018-118: Approve Use of Public Parking Spaces for Monroe County History Scanning Event (Saturday, Dec. 1st)
6. Approve Addendum #2, Agreement with CE Solutions for Engineering Services for Repair at Walnut and Morton Street Garages
7. Approval of Payroll Register

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

Roy Aten, Planning and Transportation, presented Memorandum of Understanding (MOU) with the City of Bloomington Utilities Department for construction cost sharing on the Mitchell Street sidewalk project. See meeting packet for details.

Hollingsworth made a motion to approve Memorandum of Understanding with the City of Bloomington Utilities Department for construction cost sharing on the Mitchell Street sidewalk project. Cox Deckard seconded the motion. Motion is passed. MOU is approved

Roy Aten, Planning and Transportation, presented Memorandum of Understanding (MOU) with the City of Bloomington Utilities Department for construction cost sharing on the South Walnut Street sidewalk project. See meeting packet for details.

Hollingsworth made a motion to approve Memorandum of Understanding with the City of Bloomington Utilities Department for construction cost sharing on the Walnut Street sidewalk project. Cox Deckard seconded the motion. Motion is passed. MOU is approved

Sara Gomez presented Request for Lane Closure at 1725 E. 3rd St. from Reed & Sons Construction Inc. See meeting packet for details.

Board Comments:

Cox Deckard, acknowledges timing of the plan. Board would like to thank the contractor for purposefully planning the project during IU's Thanksgiving break.

Hollingsworth made a motion to approve the request for lane closure at 1725 E. 3rd St. from Reed & Sons Construction Inc. Cox Deckard seconded the motion. The motion passed. Request is approved.

Sara Gomez presented request from Vectren to grant a gas line easement at 4th and Walnut Streets. See meeting packet for detail

Hollingsworth made a motion to approve grant of gas line easement at 4th and Walnut Streets from Vectren. Cox Deckard seconded the motion. Motion is passed. Grant of gas line easement is approved.

Dan Backler presented the dedication of right – of – way for The Union at Crescent Project. See meeting packet for details.

Hollingsworth made a motion to approve dedication of the Right – of – Way for The Union at Crescent Project. Cox Deckard seconded the motion. Motion is passed. Dedication of Right – of – Way is approved.

NEW BUSINESS

Approve Memorandum of Understanding with the City of Bloomington Utilities Department for Construction Cost Sharing on the Mitchell Street Sidewalk Project

Approve Memorandum of Understanding with the City of Bloomington Utilities Department for Construction Cost Sharing on the South Walnut Street Sidewalk Project

Approve Request for Lane Closure at 1725 E. 3rd St. from Reed & Sons Construction Inc. (Monday Nov. 19th- Friday Nov. 23rd)

Approve Grant of Gas Line Easement at 4th and Walnut Streets from Vectren

Approve Dedication of Right of Way for The Union at Crescent Project

Dan Backler presented use of the Right – of – Way MOU between Gilliatte General Contractors and BPW Omega building located at 233 N. Morton Street. See meeting packet for detail.

Approve Use of the Right of Way MOU between Gilliatte General Contractors and BPW Omega Building at 233 N. Morton St.

Board Comments:

Hollingsworth confirmed that the parking spaces would be required between 12/1/18-7/1/19. Backler confirmed that those would be the dates. Cox Deckard asked if adjacent property owners were notified of the project. Adam Wason, Public Works, confirmed notification requirements were met. Wason thanked the petitioner for its due diligence in completing the requirements of the process.

Hollingsworth made a motion to approve use of the Right – of – Way MOU between General Contractors and BPW Omega building at 233 N. Morton Street. Cox Deckard seconded the motion. Motion passes. Use of Right – of – Way MOU is approved.

STAFF REPORTS & OTHER BUSINESS

Wason reported on the curbside leafing program. Due to upcoming potential for winter weather. Wason encouraged residents to rake leaves to the curb and not into the storm drains. Wason explained that an interactive street map was available on the City of Bloomington website at www.bloomington.in.gov/leaf-collection. Wason reminded residents to drive safely during winter weather.

Board Comments:

Cox Deckard reminded the public that when winter weather accumulation occurs it is the responsibility of the adjacent property owner to clear the sidewalks.

APPROVAL OF CLAIMS

Hollingsworth made a motion to approve claims in the amount of \$1,180,845.76. Cox Deckard seconded the motion. Motion is approved Claims are approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting is adjourned at 6:05PM.

Accepted by:

Kyla Cox Deckard, President

Beth Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date: November 27, 2018

Attest to:

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

Staff Report

To: Board of Public Works

From: Norm Mosier, HAND/Chris Wheeler, City Legal

Date: November 20, 2018

Re: Request to Abate property at 1501 S. Hathaway Ct., Bloomington, IN

Attachments:

1. First Notice of Violation Issued on November 7, 2018.
2. Photograph of the property
3. GIS property information
4. Proposed BPW Decision and Proposed BPW Order

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On November 7, 2018, Neighborhood Compliance Officer Norm Mosier inspected the property located at 1501 S. Hathaway Ct., Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. The NOV was issued to Gentry Estates Development Co. Inc. (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

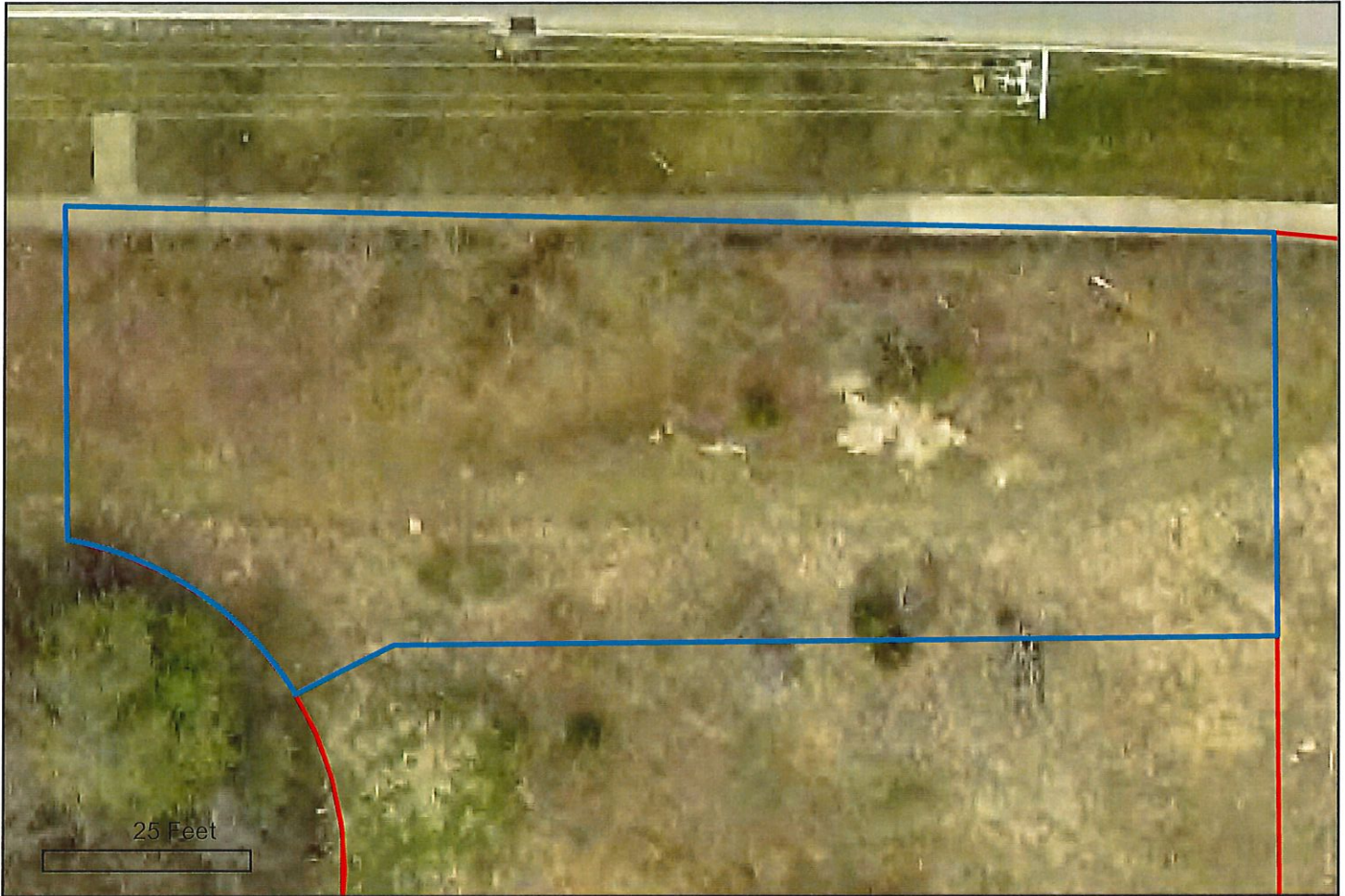
The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.

Monroe County, IN

1501 S Hathaway CT, Bloomington, IN 47401
53-08-10-111-003.021-009



Parcel Information

Parcel Number: 53-08-10-111-003.021-009
Alt Parcel Number: 015-26691-21
Property Address: 1501 S Hathaway CT
Bloomington, IN 47401
Neighborhood: Renwick / Gentry Crest - V
Property Class: Vacant - Platted Lot
Owner Name: Gentry Estates Development Co Inc
Owner Address: 986 S State Road 446
Bloomington, IN 47401
Legal Description: 015-26691-21 Gentry Crest Phase 2
at Renwick Lot 21

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

| <u>Land Type</u> | <u>Acreage</u> | <u>Dimensions</u> |
|------------------|----------------|-------------------|
| 91 | None | .20 |



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 11-7-18 Time 4:00 Address/location 1501 S. HATHAWAY CT. 47401

Issued by: 207

BMC 6.04.110 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 6.04.100(c).

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

Fine Due: \$50 \$100 \$150

Warning (No fine due at this time)

Ticket# _____

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

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

☒ **Fine Due: \$50 \$100 \$150** **Warning (No fine due at this time)** **Ticket#** 41901

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: MOW ENTIRE PROPERTY OR PROPERTY WILL BE ABATED.

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name _____

Address Gentry Estates Dev. Co.
906 S State Rd 446

City Bloomington IN 47401

Zip Code _____

Agent Name _____

Address _____

City _____

State _____

Zip Code _____

BPW: ✓ 11-27-18

Mail Copies To: Resident: _____ Owner: ✓ Agent: _____

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS NOTICE OF ABATEMENT (Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 1501 S. Hathaway Ct., Bloomington, IN., under parcel number 53-08-10-111-003.021-009, and whose legal description is 015-26691-21 Gentry Crest Phase 2 At Renwick Lot 21, (Hereinafter the "Property") which is owned by Gentry Estates Development Co. Inc. (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

CONTINUOUS ABATEMENT: In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 7th DAY OF NOVEMBER, 2019.

SO ORDERED THIS 27th DAY OF NOVEMBER, 2018.

Kyla Cox Deckard, President of the Board

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

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued November 7, 2018, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 27, 2018.

The Board of Public Works now finds as follows:

1. Gentry Estates Development Co. Inc. (Hereinafter the "Owner") own the real estate located at 1501 S. Hathaway Ct., Bloomington, IN (Hereinafter the "Property").
2. On November 7, 2018, Norm Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV was properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was not appealed.
5. The violation cited in the NOV was not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and expires on November 7, 2019.

So Ordered this 27th Day of November, 2018.

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

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

Staff Report

To: Board of Public Works

From: Norm Mosier, HAND/Chris Wheeler, City Legal

Date: November 20, 2018

Re: Request to Abate property at 1502 S. Hathaway Ct., Bloomington, IN

Attachments:

1. First Notice of Violation Issued on November 7, 2018.
2. Photograph of the property
3. GIS property information
4. Proposed BPW Decision and Proposed BPW Order

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On November 7, 2018, Neighborhood Compliance Officer Norm Mosier inspected the property located at 1502 S. Hathaway Ct., Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. The NOV was issued to Gentry Estates Development Co. Inc. (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.

Monroe County, IN

1502 S Hathaway CT, Bloomington, IN 47401
53-08-10-111-003.022-009



Parcel Information

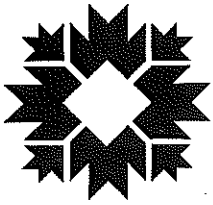
Parcel Number: 53-08-10-111-003.022-009
Alt Parcel Number: 015-26691-22
Property Address: 1502 S Hathaway CT
Bloomington, IN 47401
Neighborhood: Renwick / Gentry Crest - V
Property Class: Vacant - Platted Lot
Owner Name: Gentry Estates Development Co Inc
Owner Address: 986 S State Road 446
Bloomington, IN 47401
Legal Description: 015-26691-22 Gentry Crest Phase 2
at Renwick Lot 22

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

| <u>Land Type</u> | <u>Acreage</u> | <u>Dimensions</u> |
|------------------|----------------|-------------------|
| 91 | None | .22 |



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 11-7-18 Time 4:02 Address/location 1502 S. HATHAWAY RT. 47401
Issued by: 209

BMC 6.04.110 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 6.04.100(c).

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

Fine Due: \$50 \$100 \$150

Warning (No fine due at this time)

Ticket# _____

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

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

✓ **Fine Due: \$50 \$100 \$150**

Warning (No fine due at this time)

Ticket# 41902

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: NOV ENTIRE YARD OR PROPERTY WILL BE ABATED.

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Na _____

Address Gentry Estates Dev. Co.
906 S State Rd 446

City Bloomington IN 47401

Zip Code _____

Agent Name _____

Address _____

City _____ State _____

Zip Code _____

BPW: ✓ 11-27-18

Mail Copies To: Resident: _____ Owner: ✓ Agent: _____

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS NOTICE OF ABATEMENT (Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 1502 S. Hathaway Ct., Bloomington, IN., under parcel number 53-08-10-111-003.022-009, and whose legal description is 015-26691-22 Gentry Crest Phase 2 At Renwick Lot 22, (Hereinafter the "Property") which is owned by Gentry Estates Development Co. Inc. (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

CONTINUOUS ABATEMENT: In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 7th DAY OF NOVEMBER, 2019.

SO ORDERED THIS 27th DAY OF NOVEMBER, 2018.

Kyla Cox Deckard, President of the Board

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

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued November 7, 2018, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 27, 2018.

The Board of Public Works now finds as follows:

1. Gentry Estates Development Co. Inc. (Hereinafter the "Owner") own the real estate located at 1502 S. Hathaway Ct., Bloomington, IN (Hereinafter the "Property").
2. On November 7, 2018, Norm Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV was properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was not appealed.
5. The violation cited in the NOV was not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and expires on November 7, 2019.

So Ordered this 27th Day of November, 2018.

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

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

Staff Report

To: Board of Public Works

From: Norm Mosier, HAND/Chris Wheeler, City Legal

Date: November 20, 2018

Re: Request to Abate property at 1546 S. Hathaway Ct., Bloomington, IN

Attachments:

1. First Notice of Violation Issued on November 7, 2018.
2. Photograph of the property
3. GIS property information
4. Proposed BPW Decision and Proposed BPW Order

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On November 7, 2018, Neighborhood Compliance Officer Norm Mosier inspected the property located at 1546 S. Hathaway Ct., Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. The NOV was issued to Gentry Estates Development Co. Inc. (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

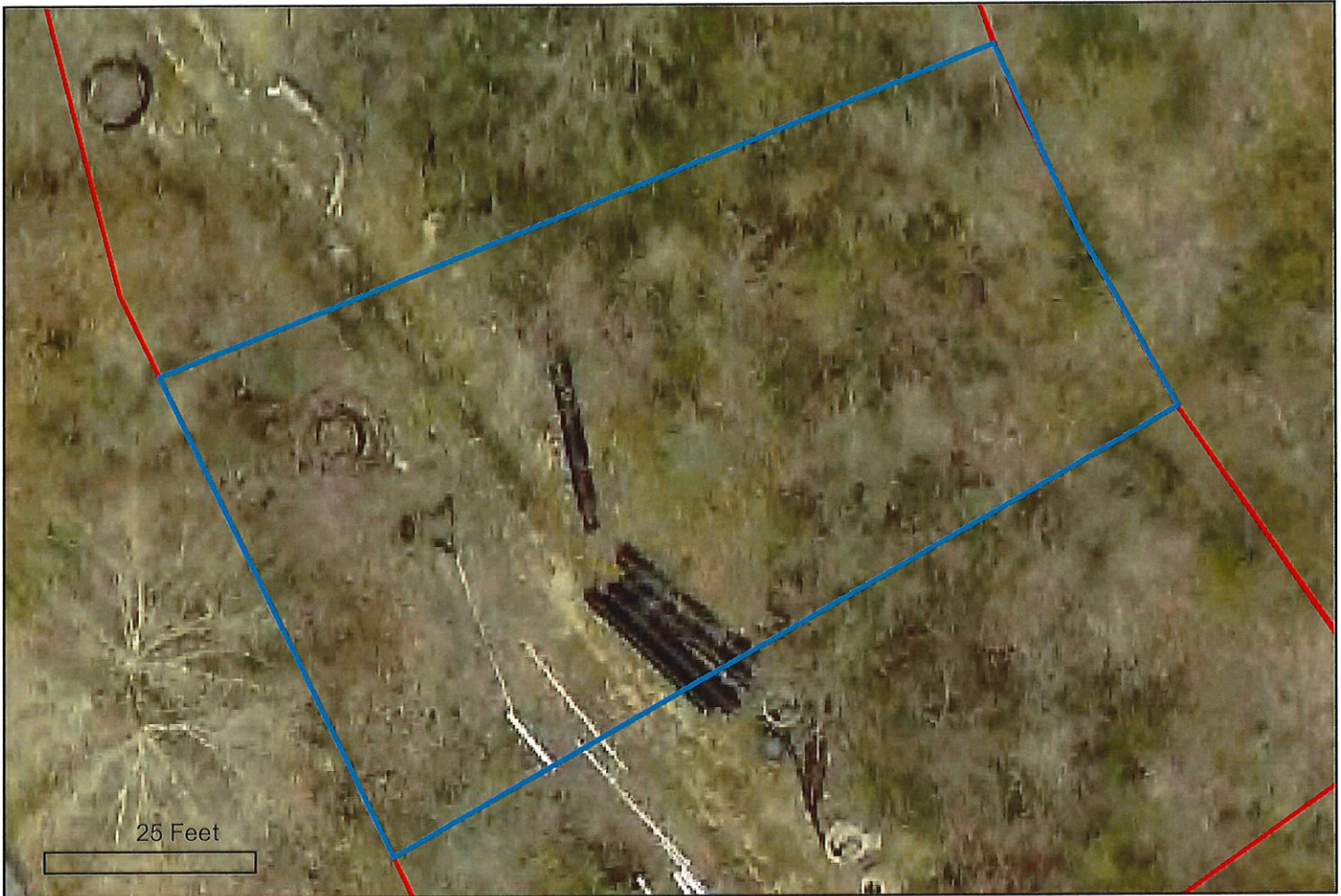
The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.

Monroe County, IN

1546 S Hathaway CT, Bloomington, IN 47401
53-08-10-111-003.028-009



Parcel Information

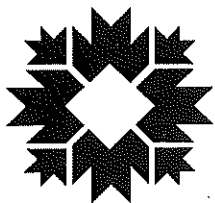
Parcel Number: 53-08-10-111-003.028-009
Alt Parcel Number: 015-26691-28
Property Address: 1546 S Hathaway CT
Bloomington, IN 47401
Neighborhood: Renwick / Gentry Crest - V
Property Class: Vacant - Platted Lot
Owner Name: Gentry Estates Development Co Inc
Owner Address: 986 S State Road 446
Bloomington, IN 47401
Legal Description: 015-26691-28 Gentry Crest Ph 3 at
Renwick Lot 28

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

| <u>Land Type</u> | <u>Acreage</u> | <u>Dimensions</u> |
|------------------|----------------|-------------------|
| 9 | None | .14 |



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 11-7-18 Time 4:12 Address/location 1546 S. HATHAWAY CT. 47401
Issued by: 207

BMC 6.04.110 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 6.04.100(c).

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

Fine Due: \$50

\$100

\$150

Warning (No fine due at this time)

Ticket# _____

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

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

✓ **Fine Due: \$50**

\$100

\$150

Warning (No fine due at this time)

Ticket# 41904

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: MOW ENTIRE YARD OR PROPERTY WILL BE ABATED.

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Nar _____

Address Gentry Estates Dev. Co.
906 S State Rd 446

City Bloomington IN 47401

Zip Code _____

Agent Name _____

Address _____

City _____ State _____

Zip Code _____

BPW: NOV 27 2018

Mail Copies To: Resident: _____ Owner: ☒ Agent: _____

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS NOTICE OF ABATEMENT (Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 1546 S. Hathaway Ct., Bloomington, IN., under parcel number 53-08-10-111-003.028-009, and whose legal description is 015-26691-28 Gentry Crest Ph 3 At Renwick Lot 28, (Hereinafter the "Property") which is owned by Gentry Estates Development Co. Inc. (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

CONTINUOUS ABATEMENT: In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 7th DAY OF NOVEMBER, 2018.

SO ORDERED THIS 27th DAY OF NOVEMBER, 2018.

Kyla Cox Deckard, President of the Board

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

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued November 7, 2018, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 27, 2018.

The Board of Public Works now finds as follows:

1. Gentry Estates Development Co. Inc. (Hereinafter the "Owner") own the real estate located at 1546 S. Hathaway Ct., Bloomington, IN (Hereinafter the "Property").
2. On November 7, 2018, Norm Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV was properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was not appealed.
5. The violation cited in the NOV was not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and expires on November 7, 2019.

So Ordered this 27th Day of November, 2018.

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

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

Staff Report

To: Board of Public Works

From: Norm Mosier, HAND/Chris Wheeler, City Legal

Date: November 20, 2018

Re: Request to Abate property at 1554 S. Hathaway Ct., Bloomington, IN

Attachments:

1. First Notice of Violation Issued on November 7, 2018.
2. Photograph of the property
3. GIS property information
4. Proposed BPW Decision and Proposed BPW Order

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On November 7, 2018, Neighborhood Compliance Officer Norm Mosier inspected the property located at 1554 S. Hathaway Ct., Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. The NOV was issued to Gentry Estates Development Co. Inc. (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.

Monroe County, IN

1554 S Hathaway CT, Bloomington, IN 47401
53-08-10-111-003.029-009



Parcel Information

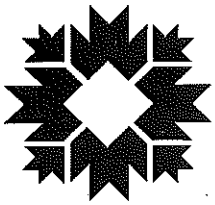
Parcel Number: 53-08-10-111-003.029-009
Alt Parcel Number: 015-26691-29
Property Address: 1554 S Hathaway CT
Bloomington, IN 47401
Neighborhood: Renwick / Gentry Crest - V
Property Class: Vacant - Platted Lot
Owner Name: Gentry Estates Construction Co Inc
Owner Address: 986 S State Road 446
Bloomington, IN 47401
Legal Description: 015-26691-29 Gentry Crest Ph 3 at
Renwick Lot 29

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

| <u>Land Type</u> | <u>Acreage</u> | <u>Dimensions</u> |
|------------------|----------------|-------------------|
| 9 | None | .13 |



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 11-7-18 Time 4:15 Address/location 1554 S. HATHAWAY CT. 47401
Issued by: 207

BMC 6.04.110 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 6.04.100(c).

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

Fine Due: \$50 \$100 \$150

Warning (No fine due at this time)

Ticket# _____

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

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

☒ **Fine Due: \$50 \$100 \$150** **Warning (No fine due at this time)** **Ticket#** 41905

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: NOV ENTIRE YARD OR PROPERTY WILL BE ABATED.

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner

Gentry States Dev. Co.

Address 906 S State Rd 446

City Bloomington IN 47401

Zip Code

Agent Name

Address

City State

Zip Code

BPW: NOV 27 2018

Mail Copies To: Resident: _____ Owner: ☒ Agent: _____

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

NOTICE OF ABATEMENT

(Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 1554 S. Hathaway Ct., Bloomington, IN., under parcel number 53-08-10-111-003.029-009, and whose legal description is 015-26691-29 Gentry Crest Ph 3 At Renwick Lot 29, (Hereinafter the "Property") which is owned by Gentry Estates Development Co. Inc. (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

CONTINUOUS ABATEMENT: In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 7th DAY OF NOVEMBER, 2018.

SO ORDERED THIS 27th DAY OF NOVEMBER, 2018.

Kyla Cox Deckard, President of the Board

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

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued November 7, 2018, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 27, 2018.

The Board of Public Works now finds as follows:

1. Gentry Estates Development Co. Inc. (Hereinafter the "Owner") own the real estate located at 1554 S. Hathaway Ct., Bloomington, IN (Hereinafter the "Property").
2. On November 7, 2018, Norm Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV was properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was not appealed.
5. The violation cited in the NOV was not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and expires on November 7, 2019.

So Ordered this 27th Day of November, 2018.

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

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

Staff Report

To: Board of Public Works

From: Norm Mosier, HAND/Chris Wheeler, City Legal

Date: November 20, 2018

Re: Request to Abate property at 1562 S. Hathaway Ct., Bloomington, IN

Attachments:

1. First Notice of Violation Issued on November 7, 2018.
2. Photograph of the property
3. GIS property information
4. Proposed BPW Decision and Proposed BPW Order

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On November 7, 2018, Neighborhood Compliance Officer Norm Mosier inspected the property located at 1562 S. Hathaway Ct., Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. The NOV was issued to Gentry Estates Development Co. Inc. (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

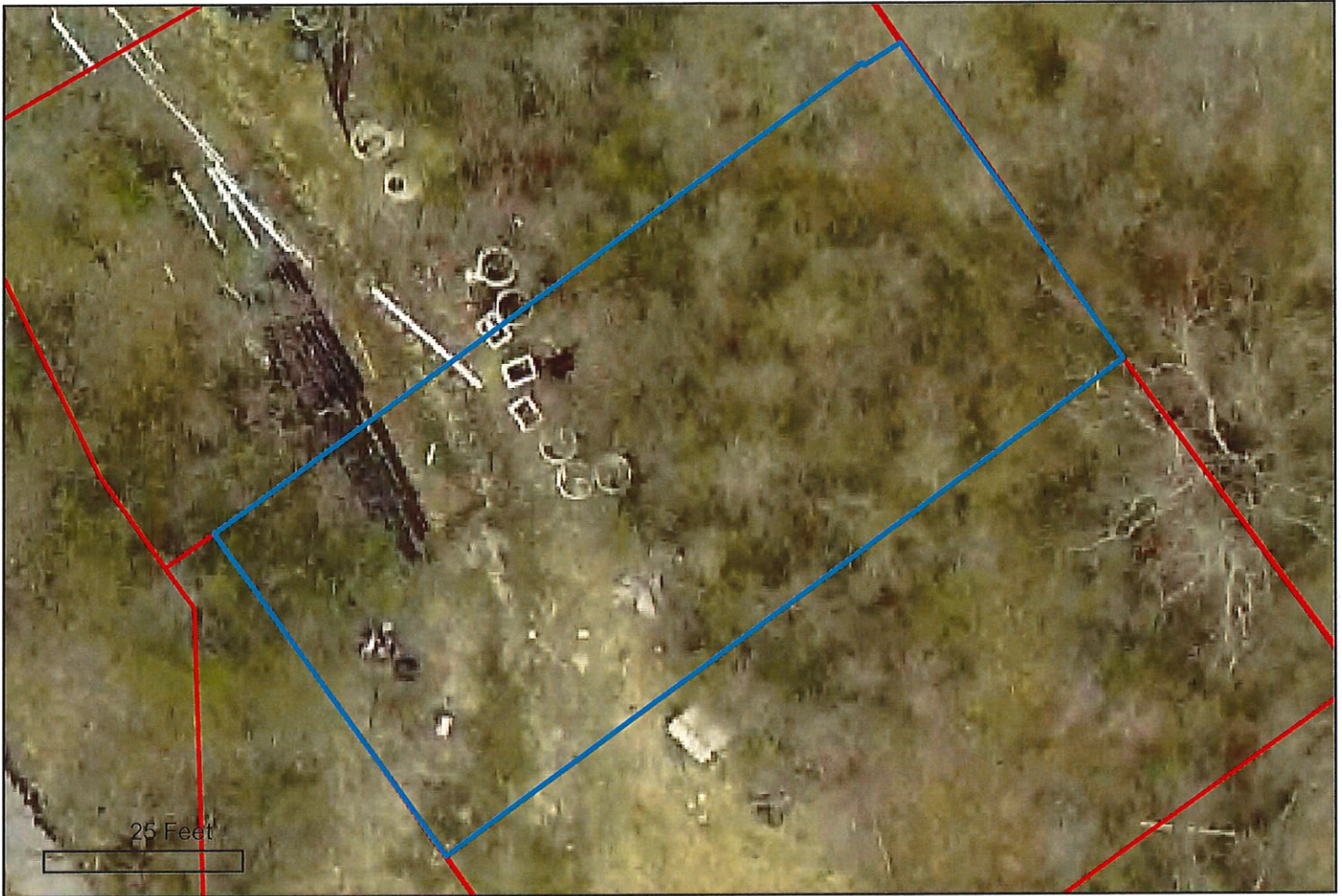
The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.

Monroe County, IN

1562 S Hathaway CT, Bloomington, IN 47401
53-08-10-111-003.030-009



Parcel Information

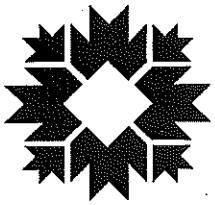
Parcel Number: 53-08-10-111-003.030-009
Alt Parcel Number: 015-26691-30
Property Address: 1562 S Hathaway CT
Bloomington, IN 47401
Neighborhood: Renwick / Gentry Crest - V
Property Class: Vacant - Platted Lot
Owner Name: Gentry Estates Development Co Inc
Owner Address: 986 S State Road 446
Bloomington, IN 47401
Legal Description: 015-26691-30 Gentry Crest Ph 3 at
Renwick Lot 30

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

| <u>Land Type</u> | <u>Acreage</u> | <u>Dimensions</u> |
|------------------|----------------|-------------------|
| 9 | None | .120 |



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 11-7-18 Time 4:18 Address/location 1562 S. HATHAWAY CT. 47401
Issued by: 207

BMC 6.04.110 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 6.04.100(c).

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

Fine Due: \$50 \$100 \$150

Warning (No fine due at this time)

Ticket# _____

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

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

✓ **Fine Due: \$50 \$100 \$150** **Warning (No fine due at this time)** **Ticket#** 41906

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: MOW ENTIRE YARD OR PROPERTY WILL BE ABATED.

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner

Gentry Estates Dev. Co.

Address 906 S State Rd 446

Bloomington IN 47401

City

Zip Code

Agent Name

Address

City

State

Zip Code

BPW: ✓ NOV 27 2018

Mail Copies To: Resident: _____ Owner: ✓ Agent: _____

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS NOTICE OF ABATEMENT (Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 1562 S. Hathaway Ct., Bloomington, IN., under parcel number 53-08-10-111-003.030-009, and whose legal description is 015-26691-30 Gentry Crest Ph 3 At Renwick Lot 30, (Hereinafter the "Property") which is owned by Gentry Estates Development Co. Inc. (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

CONTINUOUS ABATEMENT: In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 7th DAY OF NOVEMBER, 2018.

SO ORDERED THIS 27th DAY OF NOVEMBER, 2018.

Kyla Cox Deckard, President of the Board

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

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued November 7, 2018, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 27, 2018.

The Board of Public Works now finds as follows:

1. Gentry Estates Development Co. Inc. (Hereinafter the "Owner") own the real estate located at 1562 S. Hathaway Ct., Bloomington, IN (Hereinafter the "Property").
2. On November 7, 2018, Norm Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV was properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was not appealed.
5. The violation cited in the NOV was not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and expires on November 7, 2019.

So Ordered this 27th Day of November, 2018.

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

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

Staff Report

To: Board of Public Works

From: Norm Mosier, HAND/Chris Wheeler, City Legal

Date: November 20, 2018

Re: Request to Abate property at 1578 S. Hathaway Ct., Bloomington, IN

Attachments:

1. First Notice of Violation Issued on November 7, 2018.
2. Photograph of the property
3. GIS property information
4. Proposed BPW Decision and Proposed BPW Order

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On November 7, 2018, Neighborhood Compliance Officer Norm Mosier inspected the property located at 1578 S. Hathaway Ct., Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. The NOV was issued to Gentry Estates Development Co. Inc. (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.

Monroe County, IN

1578 S Hathaway CT, Bloomington, IN 47401
53-08-10-111-003.032-009



Parcel Information

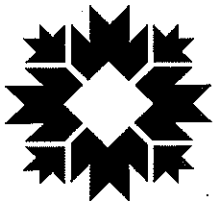
Parcel Number: 53-08-10-111-003.032-009
Alt Parcel Number: 015-26691-32
Property Address: 1578 S Hathaway CT
Bloomington, IN 47401
Neighborhood: Renwick / Gentry Crest - V
Property Class: 1 Family Dwell - Platted Lot
Owner Name: Gentry Estates Construction Co Inc
Owner Address: 986 S State Road 446
Bloomington, IN 47401
Legal Description: 015-26691-32 Gentry Crest Ph 3 at
Renwick Lot 32

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

| <u>Land Type</u> | <u>Acreage</u> | <u>Dimensions</u> |
|------------------|----------------|-------------------|
| 9 | None | .12 |



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 11-7-18 Time 4:23 Address/location 1578 S. HATHAWAY CT. 47401
Issued by: 207

BMC 6.04.110 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 6.04.100(c).

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

Fine Due: \$50

\$100

\$150

Warning (No fine due at this time)

Ticket# _____

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

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

☒ **Fine Due: \$50**

\$100

\$150

Warning (No fine due at this time)

Ticket# 41908

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: MOW ENTIRE YARD OR PROPERTY WILL BE ABATED.

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name _____

Gentry Estates Dev. Co.

Address 906 S State Rd 446

City Bloomington IN 47401

Zip Code _____

Agent Name _____

Address _____

City _____

State _____

Zip Code _____

BPW: NOV 27 2018

Mail Copies To: Resident: _____ Owner: ☒ Agent: _____

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS NOTICE OF ABATEMENT (Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 1578 S. Hathaway Ct., Bloomington, IN., under parcel number 53-08-10-111-003.032-009, and whose legal description is 015-26691-32 Gentry Crest Ph 3 At Renwick Lot 32, (Hereinafter the "Property") which is owned by Gentry Estates Development Co. Inc. (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

CONTINUOUS ABATEMENT: In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 7th DAY OF NOVEMBER, 2018.

SO ORDERED THIS 27th DAY OF NOVEMBER, 2018.

Kyla Cox Deckard, President of the Board

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

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued November 7, 2018, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 27, 2018.

The Board of Public Works now finds as follows:

1. Gentry Estates Development Co. Inc. (Hereinafter the "Owner") own the real estate located at 1578 S. Hathaway Ct., Bloomington, IN (Hereinafter the "Property").
2. On November 7, 2018, Norm Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV was properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was not appealed.
5. The violation cited in the NOV was not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and expires on November 7, 2019.

So Ordered this 27th Day of November, 2018.

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

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

Staff Report

To: Board of Public Works

From: Norm Mosier, HAND/Chris Wheeler, City Legal

Date: November 20, 2018

Re: Request to Abate property at 1620 S. Hathaway Ct., Bloomington, IN

Attachments:

1. First Notice of Violation Issued on November 7, 2018.
2. Photograph of the property
3. GIS property information
4. Proposed BPW Decision and Proposed BPW Order

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On November 7, 2018, Neighborhood Compliance Officer Norm Mosier inspected the property located at 1620 S. Hathaway Ct., Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. The NOV was issued to Gentry Estates Development Co. Inc. (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.

Monroe County, IN

1620 S Hathaway CT, Bloomington, IN 47401
53-08-10-111-003.037-009



Parcel Information

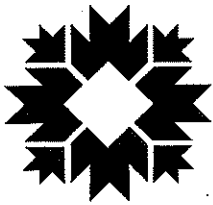
Parcel Number: 53-08-10-111-003.037-009
Alt Parcel Number: 015-26691-37
Property Address: 1620 S Hathaway CT
Bloomington, IN 47401
Neighborhood: Renwick / Gentry Crest - V
Property Class: Vacant - Platted Lot
Owner Name: Gentry Estates Development Co Inc
Owner Address: 986 S State Road 446
Bloomington, IN 47401
Legal Description: 015-26691-37 Gentry Crest Ph 3 at
Renwick Lot 37

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

| <u>Land Type</u> | <u>Acreage</u> | <u>Dimensions</u> |
|------------------|----------------|-------------------|
| 9 | None | .14 |



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 11-7-18 Time 4:26 Address/location 1620 S. HATHAWAY CT. 47401
Issued by: 207

BMC 6.04.110 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 6.04.100(c).

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

Fine Due: \$50

\$100

\$150

Warning (No fine due at this time)

Ticket# _____

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

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

✓ **Fine Due: \$50** **\$100** **\$150** **Warning (No fine due at this time)** **Ticket#** 41909

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: NOW ENTIRE YARD OR PROPERTY WILL BE ABATED.

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name _____

Gentry Estates Dev. Co. _____

Address _____ 906 S State Rd 446 _____

City _____ Bloomington IN 47401 _____

Zip Code _____

Agent Name _____

Address _____

City _____ **State** _____

Zip Code _____

BPW: NOV 27 2018

Mail Copies To: Resident: _____ Owner: ☒ Agent: _____

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS NOTICE OF ABATEMENT (Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 1620 S. Hathaway Ct., Bloomington, IN., under parcel number 53-08-10-111-003.037-009, and whose legal description is 015-26691-37 Gentry Crest Ph 3 At Renwick Lot 37, (Hereinafter the "Property") which is owned by Gentry Estates Development Co. Inc. (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

CONTINUOUS ABATEMENT: In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 7th DAY OF NOVEMBER, 2018.

SO ORDERED THIS 27th DAY OF NOVEMBER, 2018.

Kyla Cox Deckard, President of the Board

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

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued November 7, 2018, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 27, 2018.

The Board of Public Works now finds as follows:

1. Gentry Estates Development Co. Inc. (Hereinafter the "Owner") own the real estate located at 1620 S. Hathaway Ct., Bloomington, IN (Hereinafter the "Property").
2. On November 7, 2018, Norm Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV was properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was not appealed.
5. The violation cited in the NOV was not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and expires on November 7, 2019.

So Ordered this 27th Day of November, 2018.

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

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

Staff Report

To: Board of Public Works

From: Norm Mosier, HAND/Chris Wheeler, City Legal

Date: November 20, 2018

Re: Request to Abate property at 2431 E. Cathcart (aka 2435), Bloomington, IN

Attachments:

1. First Notice of Violation Issued on November 7, 2018.
2. Photograph of the property
3. GIS property information
4. Proposed BPW Decision and Proposed BPW Order

Facts:

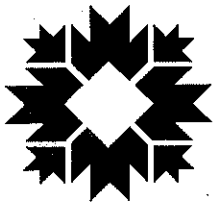
1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On November 7, 2018, Neighborhood Compliance Officer Norm Mosier inspected the property located at 2431 E. Cathcart (aka 2435), Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. The NOV was issued to Gentry Estates Development Co. Inc. (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.



Notice of Violation

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

Date 11-7-18 Time 4:40 Address/location 2435 E. CARTER ST. 47401
Issued by: 207

BMC 6.04.110 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 6.04.100(c).

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

Fine Due: \$50 \$100 \$150

Warning (No fine due at this time)

Ticket# _____

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

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

✓ **Fine Due: \$50 \$100 \$150**

Warning (No fine due at this time)

Ticket# 41912

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: NOV ENTIRE YARD OR PROPERTY WILL BE ABATED.

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner I

Gentry Estates Dev. Co.

Address 906 S State Rd 446

City Bloomington IN 47401

Zip Code _____

Agent Name _____

Address _____

City _____ State _____

Zip Code _____

BPW: NOV 27 2018

Mail Copies To: Resident: _____ Owner: ☒ Agent: _____

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS NOTICE OF ABATEMENT (Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 2431 E. Cathcart St. (aka 2435), Bloomington, IN., under parcel number 53-08-10-111-003.001-009, and whose legal description is 015-26691-01 Gentry Crest Phase 1 At Renwick Lot 1, (Hereinafter the "Property") which is owned by Gentry Estates Development Co. Inc. (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

CONTINUOUS ABATEMENT: In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 7th DAY OF NOVEMBER, 2018.

SO ORDERED THIS 27th DAY OF NOVEMBER, 2018.

Kyla Cox Deckard, President of the Board

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

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued November 7, 2018, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 27, 2018.

The Board of Public Works now finds as follows:

1. Gentry Estates Development Co. Inc. (Hereinafter the "Owner") own the real estate located at 2431 E. Cathcart (aka 2435), Bloomington, IN (Hereinafter the "Property").
2. On November 7, 2018, Norm Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV was properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was not appealed.
5. The violation cited in the NOV was not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and expires on November 7, 2019.

So Ordered this 27th Day of November, 2018.

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

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

Beth Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date: November 27, 2018

Attest to:

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



Board of Public Works Staff Report

Project/Event: Request to rescind and replace an existing resolution granting permission to encroach into the public right of way at the Graduate Hotel at 210 E Kirkwood Avenue.

Staff Representative: Dan Backler

Petitioner/Representative: Graduate Bloomington Owner LLC/Steve Brehob

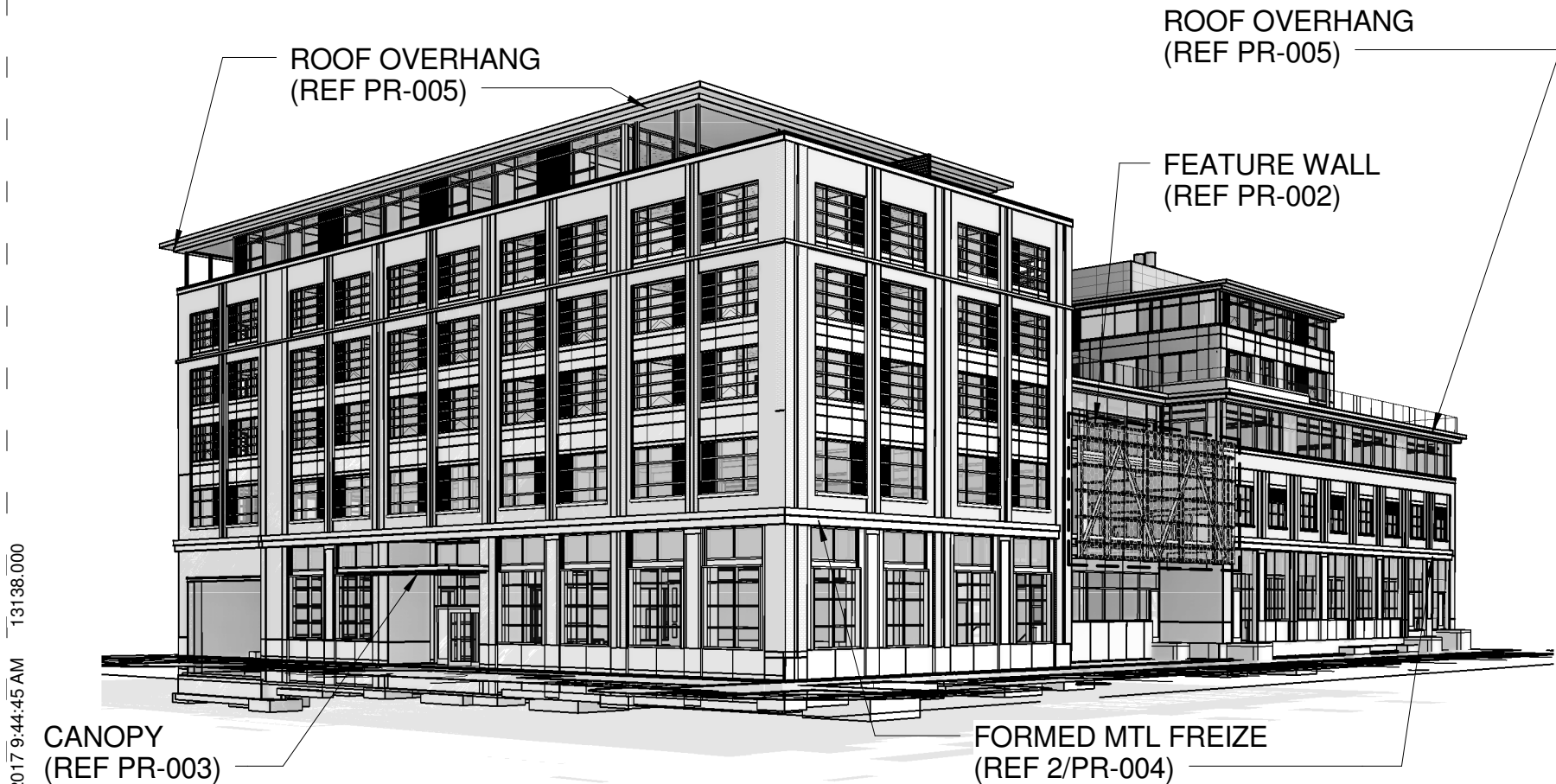
Date: November 27, 2018

Report: Graduate Bloomington Owner LLC is in the process of completing a new hotel at the corner of Lincoln and Kirkwood. The petitioner has previously requested and been given permission to encroach into the public right of way with several building features. During the course on construction there have been two changes to the items that were approved. The original encroachment showed one metal canopy which will be replaced by several canopies that are more in the style of what was approved by the Plan Commission. The other change was the location of the water meter pit which needed to be relocated due to a utility conflict.

Recommendation and Supporting Justification: This project was approved by the Plan Commission with the building features included. The encroachments are typical of a downtown structure and will not impede pedestrian traffic. A resolution has been prepared by city staff which will need to be signed by the petitioners. Staff recommends approval.

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

EXHIBIT E



VIEW FROM KIRKWOOD AND LINCOLN

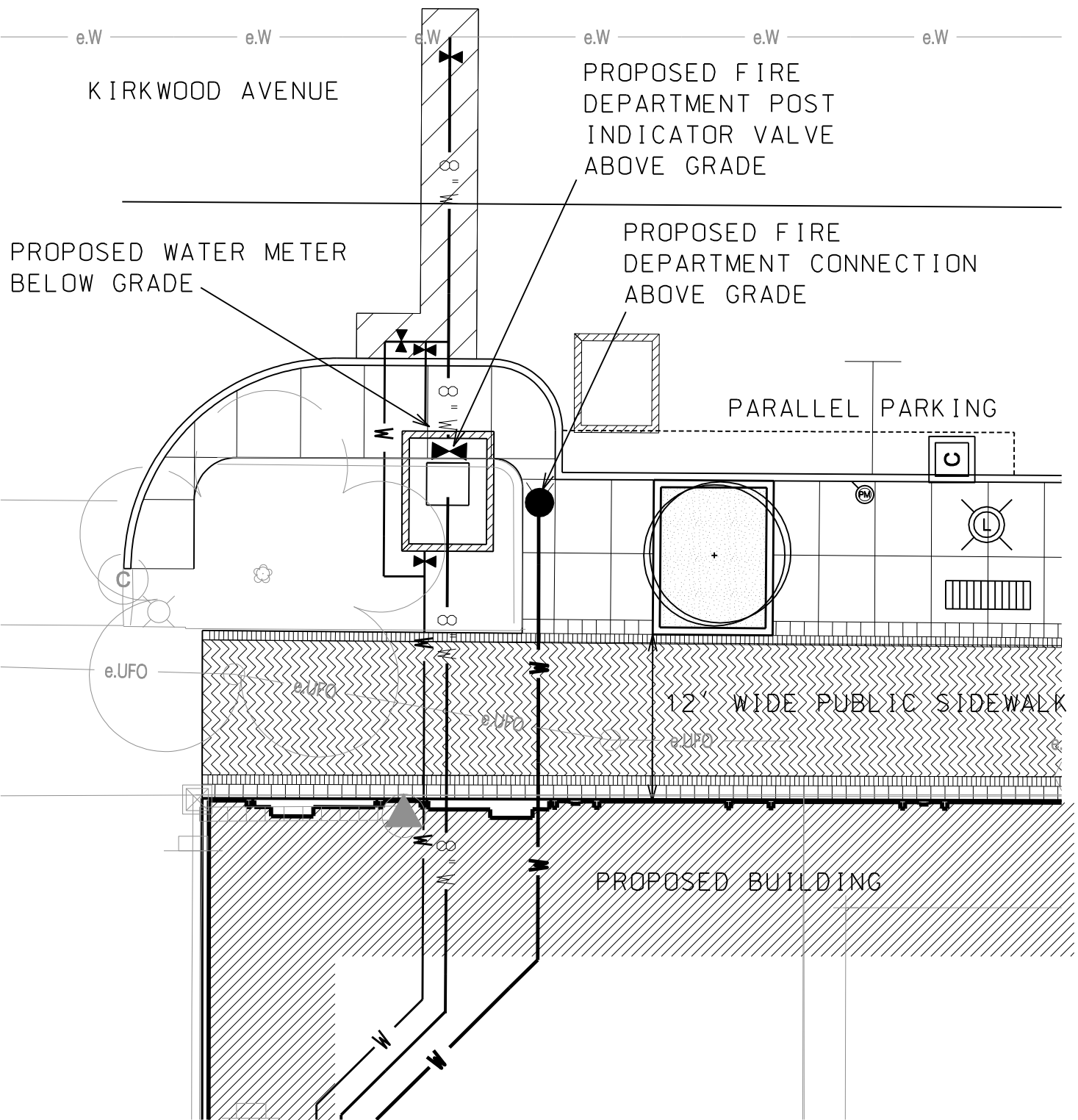
GRADUATE HOTEL



RATIO

GRADUATE HOTEL
FIRE LINE APPURTENANCES
RIGHT-OF-WAY ENCROACHMENTS

EXHIBIT A

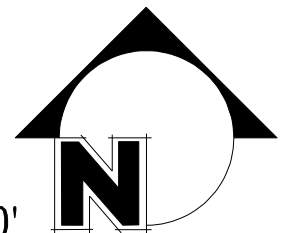


Smith Brehob & Associates, Inc.



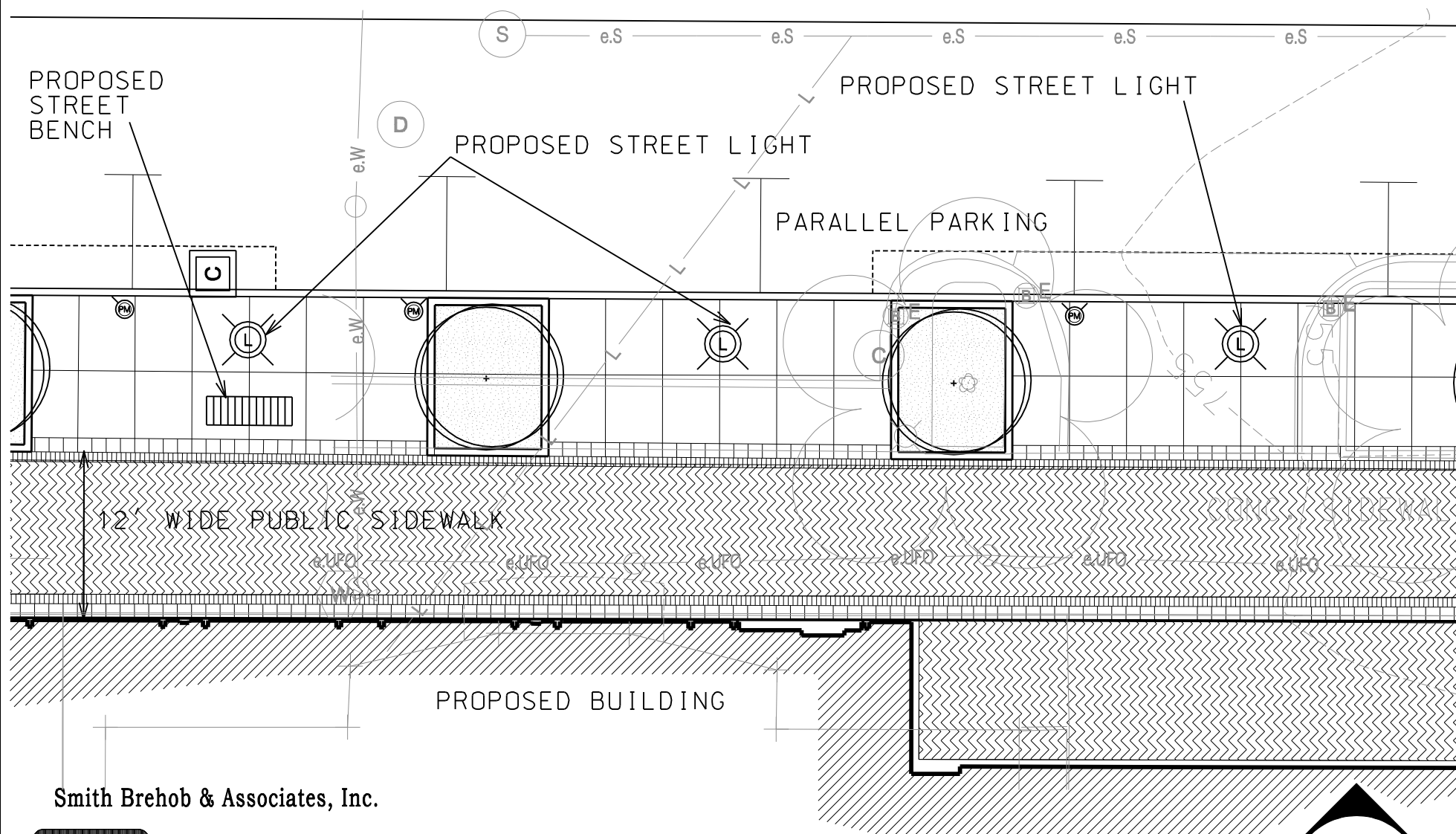
453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>

SCALE: 1" = 10'



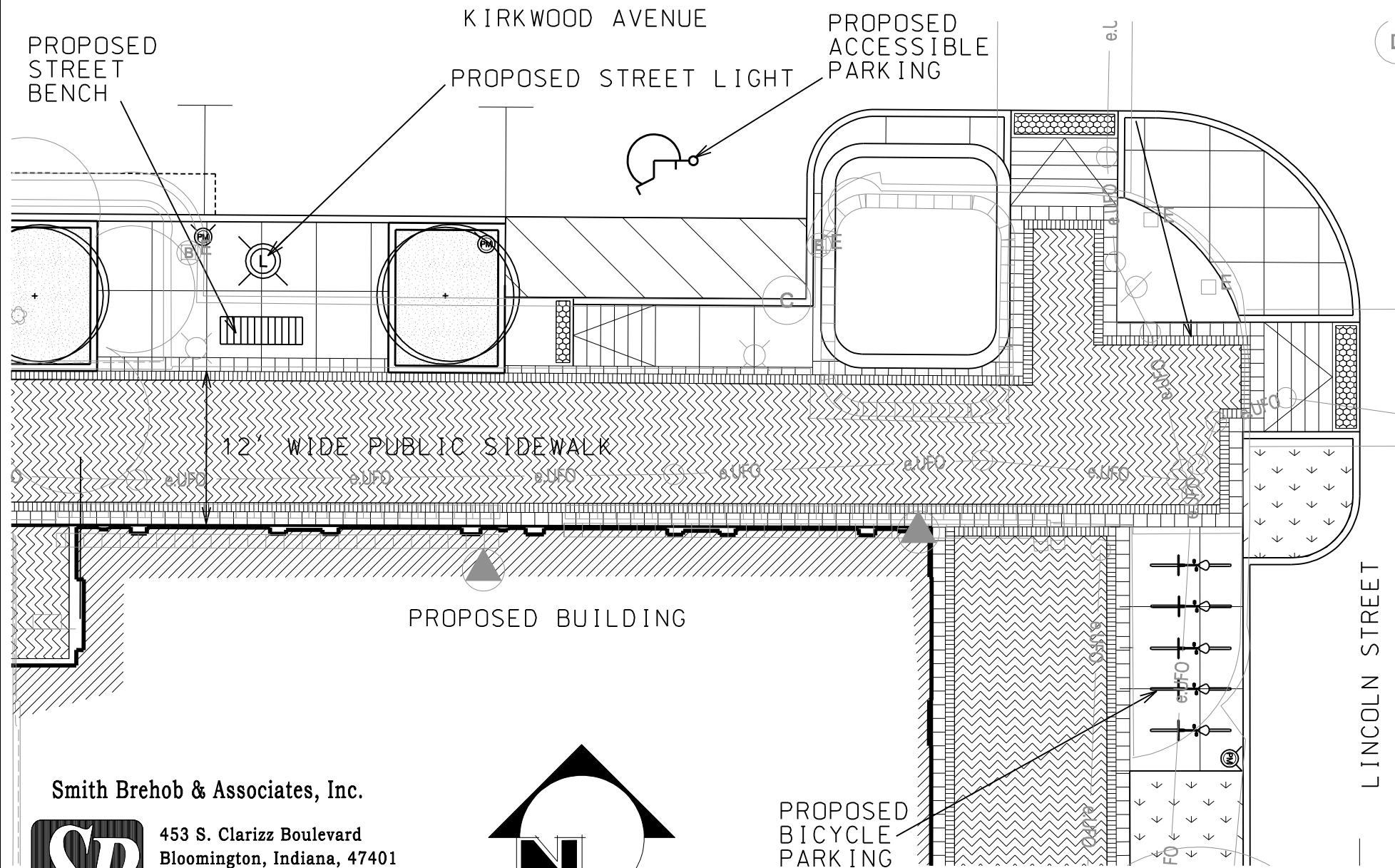
GRADUATE HOTEL
STREET FURNISHINGS
RIGHT-OF-WAY ENCROACHMENTS

KIRKWOOD AVENUE



**GRADUATE HOTEL
STREET FURNISHINGS
RIGHT-OF-WAY ENCROACHMENTS**

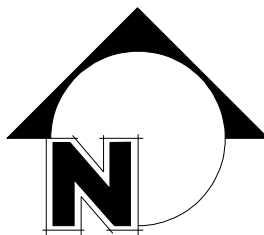
EXHIBIT C



Smith Brehob & Associates, Inc.



453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>



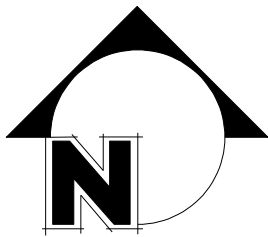
SCALE: 1" = 10'

**GRADUATE HOTEL
STAIRS, HANDRAIL AND PLANTER
RIGHT-OF-WAY ENCROACHMENTS**

EXHIBIT D

PROPOSED LANDSCAPE BED
AROUND EXISTING TREES

PROPOSED BUILDING



SCALE: 1" = 10'

PROPOSED LANDSCAPE BED
AROUND EXISTING TREES

Smith Brehob & Associates, Inc.



453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>

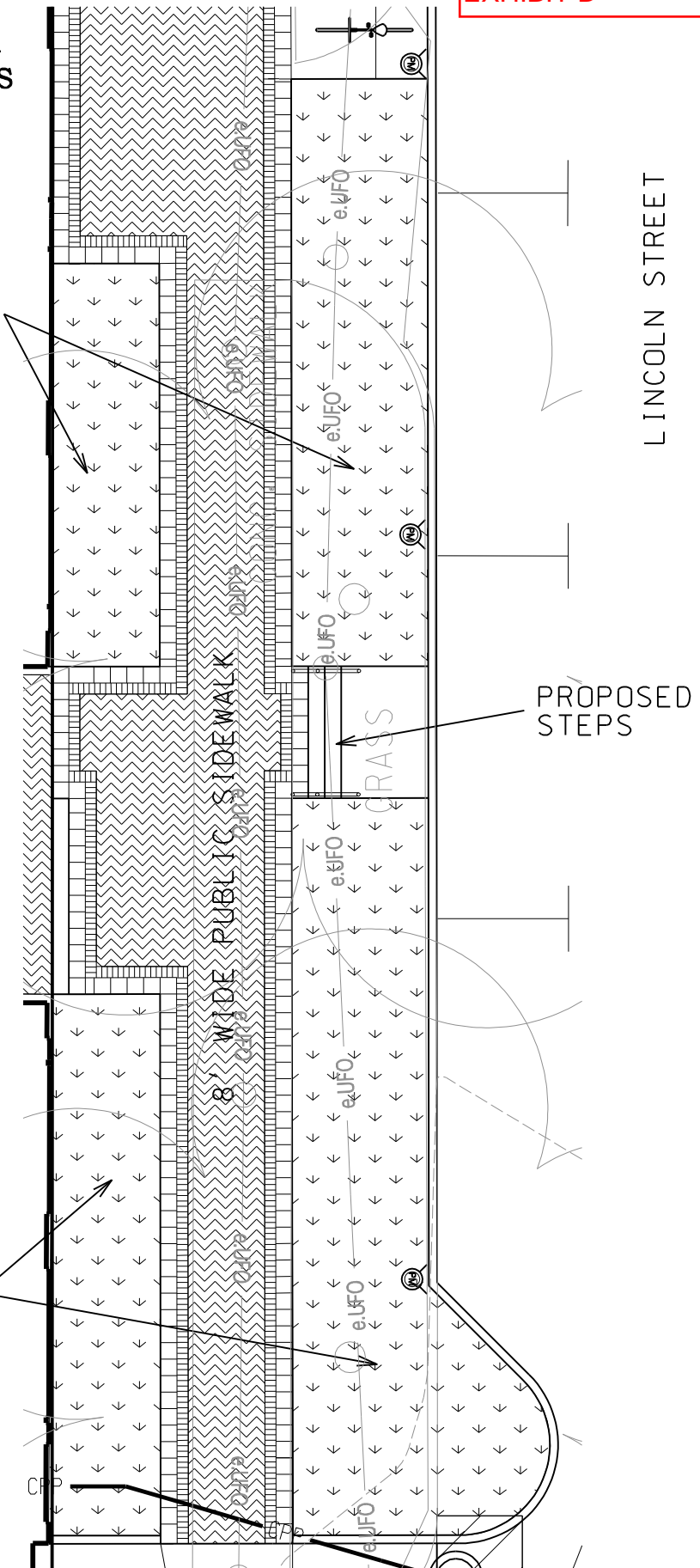
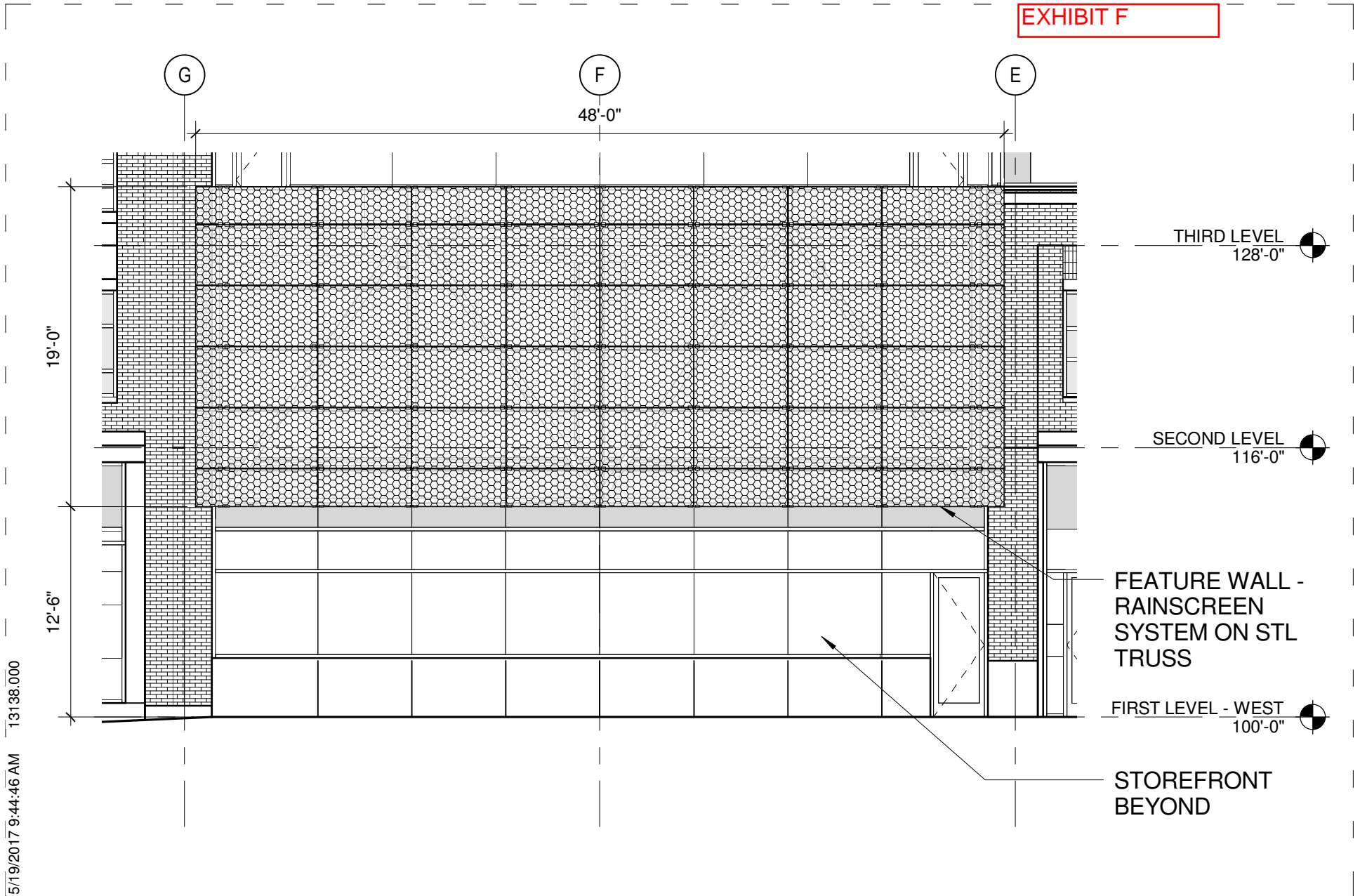
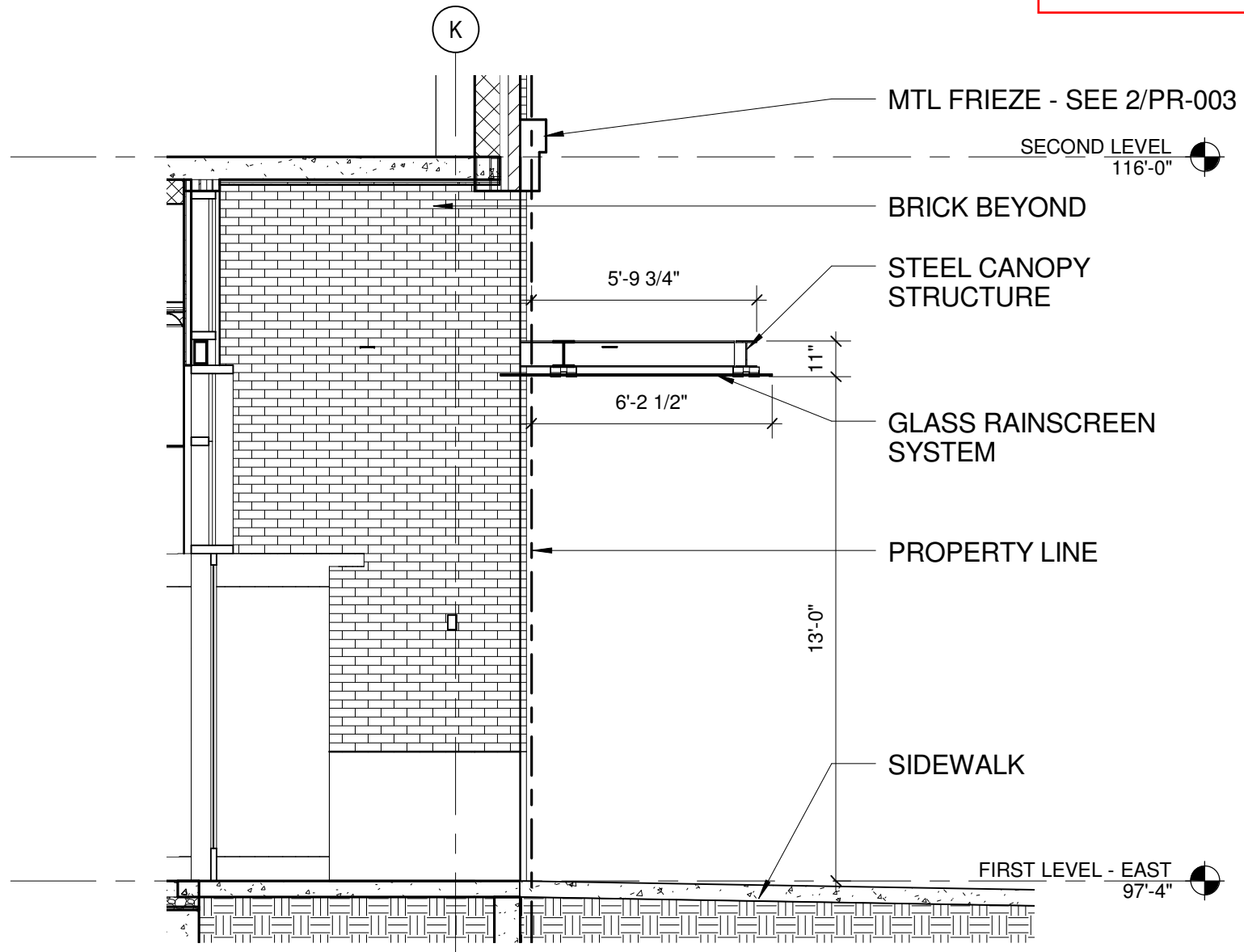


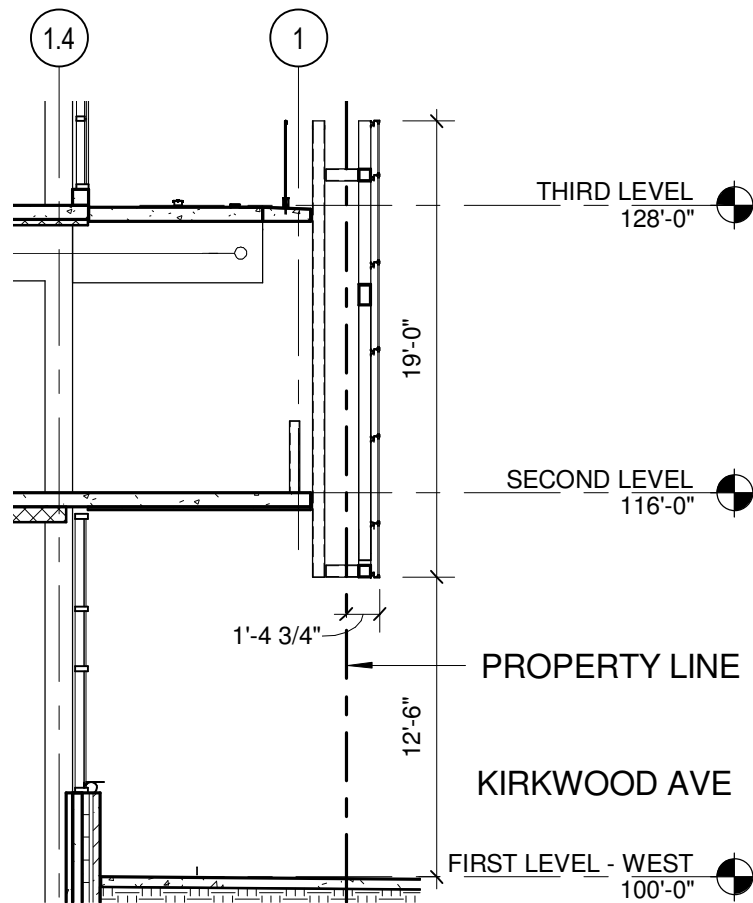
EXHIBIT F





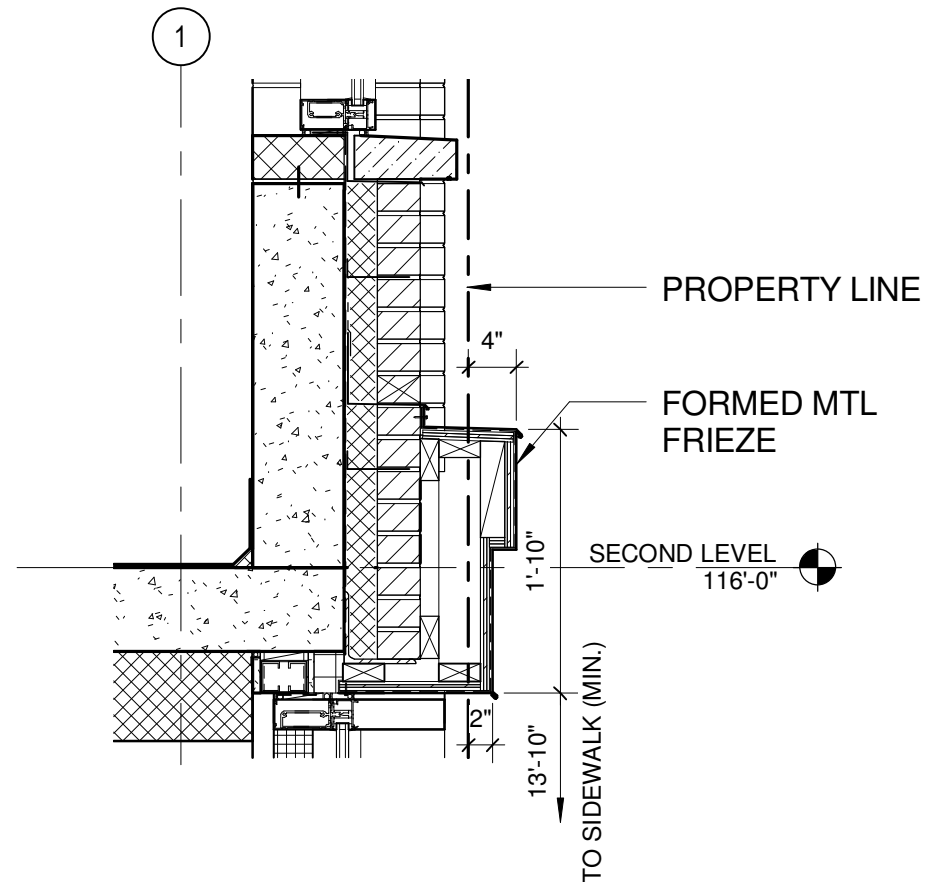
5/19/2017 9:44:46 AM 13138.000





FEATURE WALL SECTION

1/8" = 1'-0"



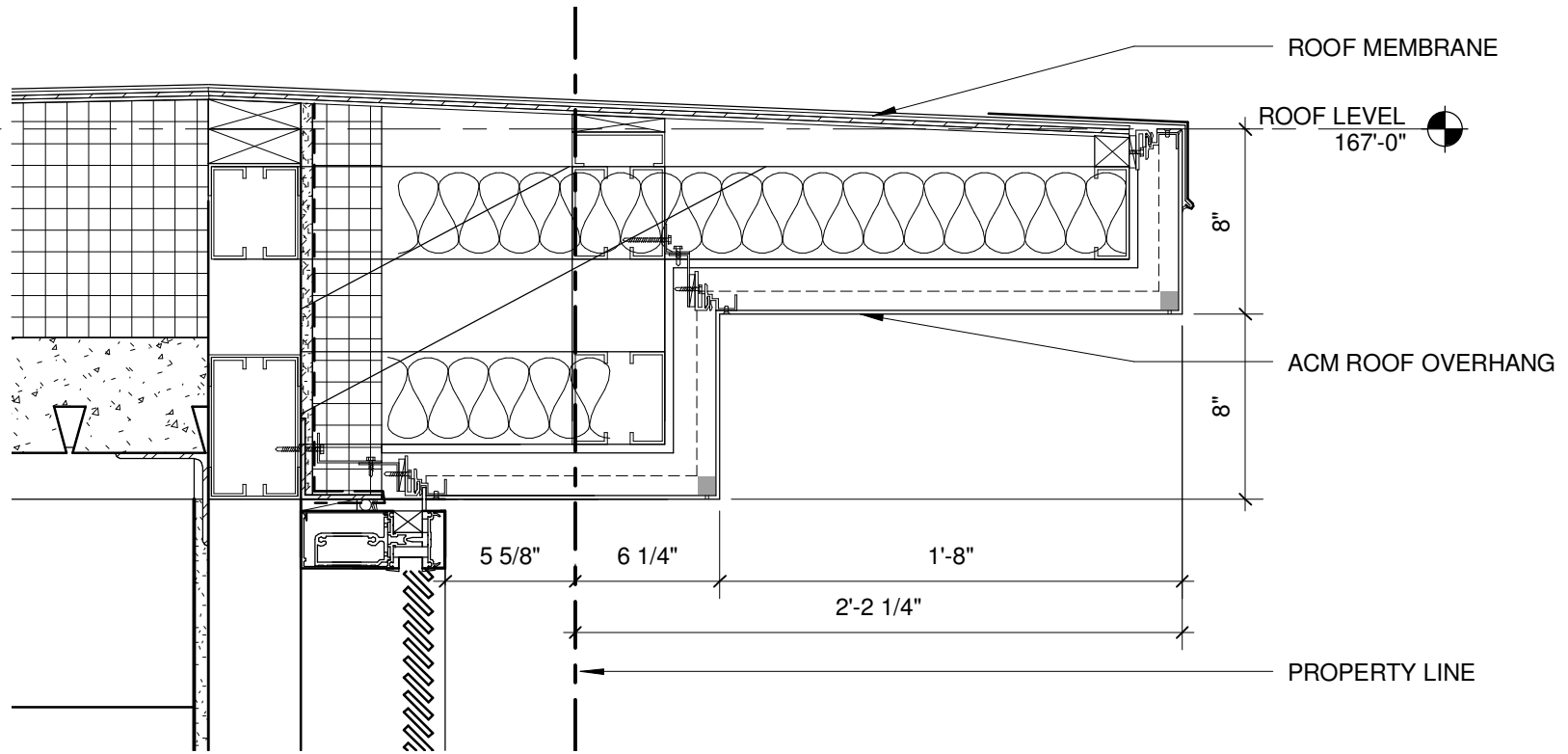
TYP. FRIEZE DETAIL

3/4" = 1'-0"

5/19/2017 9:44:47 AM 13138.000



EXHIBIT I



5/19/2017 9:44:47 AM 13138.000

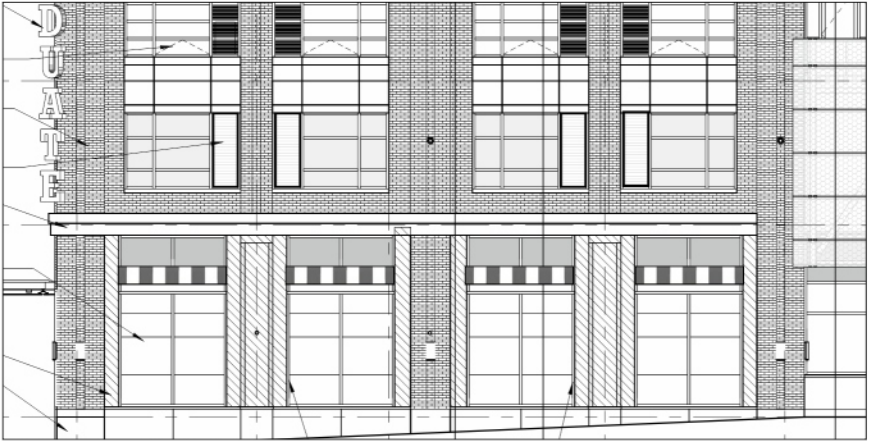
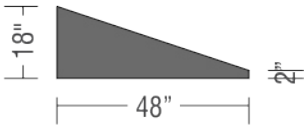
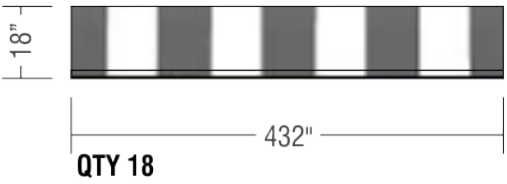
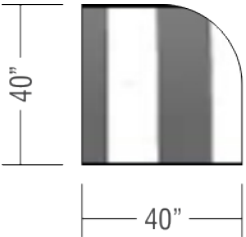
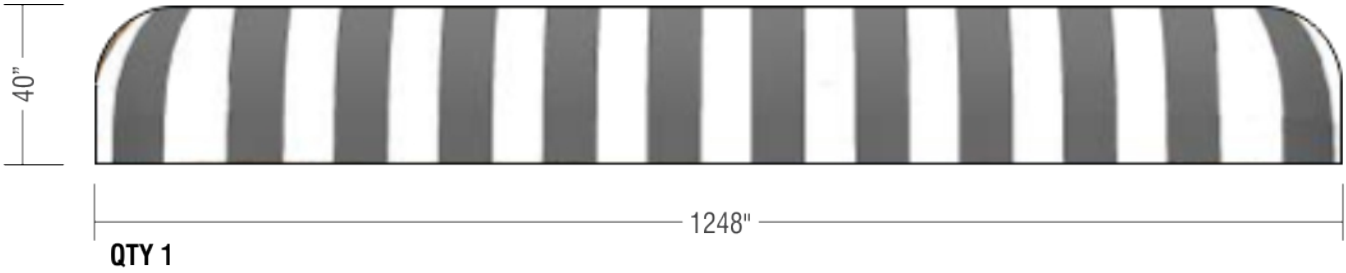


GRADUATE
BLOOMINGTON, INDIANA

RENDERING NUMBER:
0918-0066
SCALE:
1/4" = 1' - 0"
SALES REP:
CHRISTINA BLACKWELL
DATE:
09/11/2018

REVISIONS:
1)
2)
3)
4)
5)
6)
7)
8)
9)
10)

DESIGNER:
NK



NORTH ELEVATION CONT.



NORTH ELEVATION



EAST ELEVATION

1/16"=1'-0"

FABRICATE AND INSTALL QTY 1
BULLNOSE AWNING & QTY 18
WINDOW AWNINGS
FABRIC - 100% SOLUTION DYED
WOVEN ACRYLIC - CUSTOM STRIPED
SILICA CHARCOAL & WHITE
FIRE REPELLANT

THIS ARTWORK IS THE PROPERTY OF SIGNCRAFT INDUSTRIES INC. PROTECTED BY COPYRIGHT LAWS



NOTE: THERE WILL BE COLOR VARIATIONS FROM THIS PRINTED DRAWING TO THE FINAL PRODUCT. COLORS SPECIFIED WILL ALWAYS BE MATCHED AS CLOSE AS POSSIBLE.



8816 CORPORATION DR. INDIANAPOLIS, IN 46256 317.842.8664 signcraftind.com

BOARD OF PUBLIC WORKS

RESOLUTION 2018-119

Encroachments at 210 E KIRKWOOD AVENUE (Replacement of Resolution 2017-105)

WHEREAS, GRADUATE BLOOMINGTON OWNER LLC (“Owner”), owns the real property located at 210 E KIRKWOOD AVENUE, Bloomington, Indiana, more particularly described in a deed recorded as Instrument No. 2017001949 in the Office of the Recorder of Monroe County, Indiana; and

WHEREAS, the City of Bloomington (“City”) has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including airways over sidewalks; and

WHEREAS, Owner is constructing a new building at this location; and

WHEREAS, previously recorded Board of Public Works Resolution 2017-105 is hereby rescinded and replaced; and

WHEREAS, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: ONE (1) FIRE DEPARTMENT CONNECTION, ONE (1) POST INDICATOR VALVE AND ONE (1) WATER METER AS DEPICTED IN “EXHIBIT A” AND FOUR (4) STREET LIGHTS, FIVE (5) BICYCLE RACKS, AND TWO (2) STREET BENCHES AS DEPICTED IN “EXHIBIT B” AND “EXHIBIT C” AND ONE (1) SET OF STEPS AND ONE (1) SET OF RAILINGS AS DEPICTED IN “EXHIBIT D” AND TWO (2) ROOF OVERHANGS AS DEPICTED IN “EXHIBIT E” AND “EXHIBIT I” AND ONE (1) FEATURE WALL AS DEPICTED IN “EXHIBIT E,” “EXHIBIT F” AND “EXHIBIT H” AND **NINETEEN (19) CANOPIES** AS DEPICTED IN “**EXHIBIT J**” AND TWO (2) FORMED METAL FREIZES AS DEPICTED IN “EXHIBIT E” AND “EXHIBIT H”.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against Owner for the installation of the above described encroachments over and upon the public right of way, provided that:

1. Owner shall be allowed to install the following encroachments in the right of way: ONE (1) FIRE DEPARTMENT CONNECTION; ONE (1) POST INDICATOR VALVE; ONE (1) WATER METER; FOUR (4) STREET LIGHTS; FIVE (5) BICYCLE RACKS; TWO (2) STREET BENCHES; ONE (1) SET OF STEPS; ONE (1) SET OF RAILINGS; TWO (2) ROOF OVERHANGS; ONE (1) FEATURE WALL; **NINETEEN (19) CANOPIES**; AND TWO (2) FORMED METAL FREIZES adjacent to its property located at 210 E KIRKWOOD AVENUE.
2. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
3. The encroachments shall not deviate from the design which is depicted in Exhibits A through J of this Resolution. Exhibits A through J are attached hereto and incorporated herein.
4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
6. The terms of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.

9. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
10. In consideration for the use of the property, Owner, for itself, 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 City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, 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. Owner expressly acknowledges that this 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.
11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by GRADUATE BLOOMINGTON OWNER LLC; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
12. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. GRADUATE BLOOMINGTON OWNER LLC, expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
13. TIMOTHY G. FRANZEN, as OWNER of GRADUATE BLOOMINGTON OWNER LLC, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

Signed this 27 day of November, 2018.

Board of Public Works

**GRADUATE BLOOMINGTON
OWNER LLC**

Kyla Cox Deckard, President

TIMOTHY G. FRANZEN,
AUTHORIZED SIGNATORY

Beth H. Hollingsworth, Vice President

Date

Dana Palazzo, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, TIMOTHY G. FRANZEN, MANAGER of GRADUATE BLOOMINGTON OWNER LLC, and acknowledged the execution of the foregoing instrument this ____ day of _____, 20____.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

County of Residence: _____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Kyla Cox Deckard, Dana Palazzo and Beth H. Hollingsworth, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this 27 day of November, 2018.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

County of Residence: _____

Printed Name

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

This document prepared by Jacquelyn F. Moore, Attorney at Law, Bloomington, Indiana.

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|------------|---------------|------|-------------|------------------|-------------------|
| 11/21/2018 | Payroll | | | | 416,371.27 |
| | | | | | <u>416,371.27</u> |

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 416,371.27

Dated this 27th day of November in the year of 2018.

Kyla Cox Deckard President

Beth H. Hollingsworth Vice President

Dana Palazzo Secretary

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

Fiscal Officer_____



Board of Public Works Staff Report

Project/Event: Duke Energy Pole Replacement IU Health Infrastructure
Staff Representative: Sara Gomez
Petitioner/Representative: Duke Energy/Brandon Wilson
Date: November 27th, 2018

Report: Duke Energy is requesting an intermittent northbound lane closure on N Smith Rd between E Grandview Dr. and E 10th St. This request is to accommodate Pole Replacements and Overhead Infrastructure updates for the new IU Health Hospital. The intermittent lane closure request is for the timeframe of 12/1/2018 through 3/1/2019 with the intent of communicating with the City as lane closures are needed during this timeframe.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Duke Energy for the intermittent, temporary lane closures on N Smith Rd.

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

Sara Gomez



Duke Energy
1100 West Second Street
Bloomington, IN 47403

Dear Board Members

Duke Energy plans to replace a pole line between E Grandview Dr. and E 10th St, along the east side of N Smith Rd. This work is for the development of overhead infrastructure to accommodate the new IU Health Hospital. In order to facilitate the project, Duke Energy is requesting a temporary closure of the east lane of N Smith Rd. Duke Energy is requesting a time frame for the closure to be from 12/1/18 – 3/1/19.

Duke Energy will communicate with the City of Bloomington to assure that this restriction and closure information is well communicated.

Respectfully,

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

Brandon Wilson

11/5/18

Sale-Shungite.com

Sunoco Gas Station

N Smith Rd

N Smith Rd

N Smith Rd

N Meadowlark Ln

E Post Rd

E Grandview Dr

Grandview Dr

Shamrock Pointe

E McCracken Way

N Smith Rd

N Smith Rd



City of Bloomington

Public Works Department

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

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

Street or Traffic Lane Closure Permit Application

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

Location: N Smith Rd
(Street)

E Grandview Dr
(From)

E 10th St
(To)

(930 N Smith Rd)

(903 N Smith Rd)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

☐ Complete Street Closure ☒ One Traffic Lane ☐ 2 or more Traffic Lanes ☐ Alley

☐ Sidewalk/Multiuse Path/Trail ☐ Bike Lane ☐ Parking Lane

Reason for Closure:

☐ Work on Sidewalk/Multiuse Path/Trail

☐ Work in Street

☐ Loading and Unloading

☒ Utility Work

☐ Special Event

☐ Work on Private Property

☐ Other: _____

Date(s) of Closure: From 12/1/18 To 3/1/19

> 2 weeks? ☒ Yes

☐ No

Start Time: 8 : 00 a.m. / p.m.

End Time: 5 : 00 a.m. / p.m.

Overnight Closure Required:

☐ Yes

☒ No

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: Duke Energy

Contact Person (Printed Name): Brandon Wilson

Contact Email: Brandon.Wilson2@Duke-Energy.com Contact Phone No.: 812-337-3023

Signature: Brandon Wilson

Date: 11/1/18

For Office Use Only

Approved By: _____ Dept.: _____ Date: _____

Approved By: _____ Dept.: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Request to extend public right-of-way use for exterior reconstruction at 100 E. Kirkwood Avenue through December 31st

Staff Representative: Liz Carter

Petitioner/Representative: Sarge Property Management Inc

Date: November 27, 2018

Report: Sarge Property Management has been working over the past 6 months to address exterior issues at 100 E. Kirkwood Avenue. The project has expanded vastly beyond its original scope, which means that the timeframe has also expanded.

The petitioner is requesting to extend their use of right-of-way in order to leave their scaffolding along Kirkwood in place for another 2 weeks and their scaffolding along Walnut in place through the end of the year. The petitioner is also requesting to keep using the 5 metered spaces on South Walnut to store a dumpster, park construction vehicles, and perform masonry work. The petitioner has been using concrete barricades to section off areas where masonry work is being performed in order to keep passersby safe.

Recommendation and Supporting Justification: Staff recommends approval of the request with the condition that meter fees be paid in full in advance of the extension.

Recommend ☒ **Approval** ☐ **Denial** by Liz Carter



City of Bloomington

Public Works Department

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

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

Street or Traffic Lane Closure Permit Application

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

Location: 100 Kirkwood / 101-111 S Walnut
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

☐ Complete Street Closure ☐ One Traffic Lane ☐ 2 or more Traffic Lanes ☐ Alley

☒ Sidewalk/Multiuse Path/Trail ☐ Bike Lane ☐ Parking Lane

Reason for Closure:

☐ Work on Sidewalk/Multiuse Path/Trail ☐ Work in Street

☐ Loading and Unloading ☐ Utility Work ☐ Special Event ☐ Work on Private Property

☒ Other: Scaffolding for Bidding Remodel

Date(s) of Closure: From 11/22/18 To 12/20/18

> 2 weeks? ☐ Yes ☐ No

Start Time: 08 : ____ a.m. / p.m.

End Time: ____ : ____ a.m. / p.m.

Overnight Closure Required: ☒ Yes ☐ No

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: DEI, INC, SARGE PROPERTY MGMT

Contact Person (Printed Name): PAUL PRATHER

Contact Email: PAUL@SARGE-RENTALS.COM Contact Phone No.: 765-346-2620

Signature: [Signature] Date: 11/30/18

For Office Use Only

Approved By: _____ Dept.: _____ Date: _____

Approved By: _____ Dept.: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Installation of fencing and concrete walk at Animal Control Center

Petitioner/Representative: Department of Public Works

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

Meeting Date: November 27, 2018

This project is to install cedar fencing, a concrete walk, and screening for the incinerator at the Animal Control Center. It will extend the cedar fence on the west side of the building to the chain link gate to the west and to west side of the building. The fence will also have an access gate over the walk adjacent to the building. A concrete walk will be installed at the rear of the building to provide walking access around the rear of the kennels and connect to walks installed as part of the recent building expansion. Screening will also be installed around the incinerator enclosure to prevent operations there from being viewed from the parking lot.

Three quotes were solicited. Groomer Construction declined to bid since they would be unable to schedule the job in the near future. Brad Brock Concrete, LLC was solicited and visited the site, but has not submitted a quote after repeated attempts to contact them. The only responsive bidder was Ann-Kriss, LLC. They quoted \$15,324.60 for all of the above mentioned work

The proposal from Ann-Kriss, LLC meets the specifications for the job, and is reasonably priced.

Public Works staff recommend awarding the contract for this project to Ann-Kriss, LLC.

Respectfully submitted,

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

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

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS, LLC

FOR

INSTALLATION OF FENCING AND CONCRETE WALKS AT BLOOMINGTON ANIMAL CARE AND CONTROL CENTER

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Ann-Kriss, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **installation of fencing and concrete walks**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Fifteen thousand three hundred twenty four dollars and sixty cents (\$15,324.60). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

| | |
|--|----------------------------|
| City of Bloomington Public Works | Ann-Kriss, LLC |
| Attn: J.D. Boruff, Facilities Director | Attn: Dave Paget |
| P.O. Box 100 | 736 South Morton Street |
| Bloomington, Indiana 47402 | Bloomington, Indiana 47403 |

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented

any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: **November 27, 2018**_____

City of Bloomington
Bloomington Board of Public Works

Ann-Kriss, LLC

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

INSTALLATION OF FENCING AND CONCRETE WALKS AT BLOOMINGTON ANIMAL CARE AND CONTROL CENTER

This project shall include, but is not limited to, the following SCOPE OF WORK:

Ann-Kriss, LLC will provide all necessary labor and material to complete the following:

Inclusions:

1. Install concrete walk approximately 80' x 5' x 4", on a stone base, at rear of building.
2. Construct a stack block retaining wall, on a stone base, between concrete walk and slope. Wall will be 5 blocks high, or approximately 36" in height.
3. Retaining wall will have drainage installed, soil on top of stone backfill, and soil will be sloped shed water.
4. Incinerator enclosure will be clad with white colored metal on east and north side to screen incinerator from view. A chain link gate shall be installed on incinerator enclosure with privacy slats installed.
5. Cedar fencing, constructed to match existing fencing, shall be installed to extend the existing cedar fence on west side of building. The new fence will extend approximately 48' to the west to adjoin existing galvanized gate post. It will extend approximately 8' to the east and will have a wooden gate installed over existing walk next to building.

Exclusions:

1. For any work not covered by this Scope of Work, the Contractor will be reimbursed at the rate of \$45.00 per hour and material costs with the issuance of a properly executed Change Order.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

Method of Compliance (Specify) _____

Signature

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

“E-Verify AFFIDAVIT”

E-VERIFY AFFIDAVIT

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

My Commission Expires: _____

County of Residence: _____

Notary Public's Signature _____

Printed Name of Notary Public _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County _____

Printed Name



Board of Public Works Staff Report

Project/Event: Request to extend use of public right-of-way to close E. 13th Street from N. Woodlawn Avenue to N. Fess Avenue

Staff Representative: Liz Carter

Petitioner/Representative: Weddle Brothers Building Group, LLC

Date: November 27, 2018

Report: Weddle Brothers has been contracted by IU to perform a renovation on the building located at 802 E. 13th Street. Weddle was approved by the Board to close 13th Street for 5 weeks, beginning September 24th and lasting until October 26th, and open the street only for weekends. Weddle then received an extension to keep 13th Street closed through November 25th with the condition that the street be opened for sports events and weekends.

Weddle is requesting to extend the street closure through January 4th 2019 to facilitate final construction activities. Indiana University Facility Operations had also requested that the street remain closed through January 4th, 2019 so that they could pour new sidewalk with curb as a part of the project. These two requests have been condensed into one request, which comes from Weddle.

Recommendation and Supporting Justification: Staff appreciates both Weddle and IU keeping the Board updated as to the progress of this project and any associated right-of-way requests. Staff recommends approval of the extension of right-of-way use through January 4, 2019.

Recommend ☒ **Approval** ☐ **Denial by** Liz Carter



City of Bloomington

Public Works Department

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

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

Street or Traffic Lane Closure Permit Application

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

Location: E. 13th Street N. Woodlawn Ave N. Fess Ave
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

☒ Complete Street Closure ☐ One Traffic Lane ☐ 2 or more Traffic Lanes ☐ Alley
☐ Sidewalk/Multiuse Path/Trail ☐ Bike Lane ☐ Parking Lane

Reason for Closure: ☐ Work on Sidewalk/Multiuse Path/Trail ☒ Work in Street

☐ Loading and Unloading ☐ Utility Work ☐ Special Event ☐ Work on Private Property
For the safety of construction activities (utilities, wall panels, and front canopy)
☒ Other: installation of new IU Fine Arts building.

Date(s) of Closure: From 10/27/18 To 01/04/19

> 2 weeks? ☒ Yes ☐ No

Start Time: 7 : 00 a.m. / p.m.

End Time: 5 : 30 a.m. / p.m.

Overnight Closure Required: ☒ Yes ☐ No

The applicant hereby certifies and agrees as follows: Road closure would be 24/7 Monday thru Friday and open on


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

Applicant Information:

Name or Organization: Weddle Brothers Building Group, LLC

Contact Person (Printed Name): Ryan Nicholson

Contact Email: rnicholson@weddlebros.com Contact Phone No.: 812-320-4643

Signature:  Date: 11/15/18

For Office Use Only

Approved By: _____ Dept.: _____ Date: _____

Approved By: _____ Dept.: _____ Date: _____

Ryan Nicholson

From: Ranard Jr, Herbert E <hranard@iupui.edu>
Sent: Thursday, November 15, 2018 4:01 PM
To: Ryan Nicholson
Cc: Payne, Courtney A
Subject: RE: 13th Street Closure for IU Fine Arts

Ryan, Please move forward with your request to keep 13th street closed longer, I agree with your need to close the street for an extended period of time. Herb Ranard

From: Ryan Nicholson <rnicholson@weddlebros.com>
Sent: Thursday, November 15, 2018 3:50 PM
To: Ranard Jr, Herbert E <hranard@iupui.edu>
Cc: Payne, Courtney A <coapayne@indiana.edu>
Subject: 13th Street Closure for IU Fine Arts

Herb,

I would like to extend our street closure permit for the 13th street road closure at IU Fine Arts through December. The city is asking if I can get an email from you, stating that IU supports the continued closure of 13th street for the IU Fine Arts project. If you can get this to me tomorrow, I will get it submitted for board approval.

Thank You,

Ryan Nicholson

Project Manager



Cell: 812-320-4643 | Office: 812-339-9500 | www.weddlebros.com



CONFIDENTIALITY NOTICE: This e-mail message, including all attachments, is for the sole use of the intended recipients(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated. Weddle Bros. Construction Companies, P.O. Box 1330 Bloomington, IN 47402.



Board of Public Works Staff Report

Project/Event: Award Construction Contract to E&B Paving Inc. for the South Walnut Street Sidewalk Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Russell White

Date: 11/27/2018

Report: On November 13, 2018, the Board of Public Works opened sealed quotes for the South Walnut Street Sidewalk Project. Work to be completed under this contract includes tree trimming and vegetation clearing for existing sidewalk sections as well as repair and or replacement of a sidewalk along the west side of Walnut Street from approximately 1,000 feet north of Burks drive to approximately 650 south of Burks Drive.



Recommendation and Supporting

Justification: City Staff reviewed the quotes and are recommending awarding the contract to E&B Paving Inc. lower responsible and responsive quoter, with a quote of \$119,439.00

Recommend ☒ **Approval** ☐ **Denial by:** *Russell White*

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PLANNING AND TRANSPORTATION DEPARTMENT
AND
E & B Paving, Inc.

FOR

South Walnut Street Sidewalk

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and **E & B Paving, Inc.**, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **the installation of a sidewalk on the west side of South Walnut Street from approximately 650 feet south of Burks Drive to 1,000 feet north of Burks Drive**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 60 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Nineteen Thousand, Four Hundred Thirty-Nine Dollars (\$119,439.00), CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

| | |
|--------------------------------------|--------------------------------|
| City of Bloomington | E & B Paving, Inc. |
| Attn: Russell White, Project Manager | Attn: Todd Hoops, Area Manager |
| P.O. Box 100 Suite 130 | 2520 Industrial Park Drive |
| Bloomington, Indiana 47402 | Bloomington, IN 47404 |

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

E & B Paving, Inc.

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

South Walnut Street Sidewalk

This project shall include, but is not limited to the installation of a sidewalk on the west side of South Walnut Street from approximately 650 feet south of Burks Drive to 1,000 feet north of Burks Drive.

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

Method of Compliance (Specify) _____

Signature

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

“E-Verify AFFIDAVIT”

E-VERIFY AFFIDAVIT

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

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Notary Public's Signature _____

Printed Name of Notary Public _____

My Commission Expires: _____

County of Residence: _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature _____

Resident of _____ County _____
Printed Name _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this 27 day of November, 2018, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and E & B Paving, Inc., (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 27 day of November, 2018, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably

satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at

its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 130
Bloomington IN 47404
Attn: Neil Kopper, Interim Transportation and Traffic Engineer

If to Escrow Agent:

First Financial Bank
536 N. College Ave.
Bloomington, IN 47404
Attn: Cindy Kinnarney

If to Contractor:

Name: E & B Paving, Inc.

Address: 2520 Industrial Park Drive

City/State: Bloomington, IN 47404

Attn: _____

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: _____
Kyla Cox Deckard, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS
(Date) _____

First Financial Bank
536 N. College Avenue
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of _____, 20____, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: _____
Account Holder/Contractor: _____
Primary Account Number: _____

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and it employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

By: _____
Neil Kopper, Interim Transportation and Traffic Engineer

By: _____

Printed Name: _____

Title: _____

Reviewed and Approved By:

Terri Porter, Director
Planning and Transportation Department

Escrow Agent
First Financial Bank

By: _____

Dated: _____

Printed Name and Title



Board of Public Works Staff Report

Project/Event: Award Construction Contract to E&B Paving Inc. for the Moores Pike / Clarizz Blvd. Pedestrian Crossing

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Russell White

Date: 11/27/2018

Report: On November 13, 2018, the Board of Public Works opened sealed quotes for the Moores Pike / Clarizz Blvd. Pedestrian Crossing. Project. Work to be completed under this contract includes the installation new cubing on the western edges of Moores Pike at Clarizz to reduce crossing distance. Rapid Rectangle Flashing Beacons (RRFB) to alert traffic when pedestrians are crossing Moores Pike.

Recommendation and Supporting Justification: City Staff reviewed the quotes and are recommending awarding the contract to E&B Paving Inc. lower responsible and responsive quoter, with a quote of \$139,730.00



Recommend ☒ **Approval** ☐ **Denial by:** *Russell White*

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

E & B Paving, Inc.

FOR

Moores Pike / Clarizz Blvd. Pedestrian Crossing

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and **E & B Paving, Inc.**, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for ***the installation of a pedestrian crossing at the Moores Pike and Clarizz Blvd intersection***, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 60 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Thirty-Nine Thousand, Seven Hundred Thirty Dollars (\$139,730.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

| | |
|--------------------------------------|--------------------------------|
| City of Bloomington | E & B Paving, Inc. |
| Attn: Russell White, Project Manager | Attn: Todd Hoops, Area Manager |
| P.O. Box 100 Suite 130 | 2520 Industrial Park Drive |
| Bloomington, Indiana 47402 | Bloomington, IN 47404 |

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

E & B Paving, Inc.

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Moores Pike / Clarizz Blvd. Pedestrian Crossing

This project shall include, but is not limited to the installation of a pedestrian crossing at the Moores Pike and Clarizz Blvd intersection.

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

AFFIDAVIT

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

“E-Verify AFFIDAVIT”

E-VERIFY AFFIDAVIT

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

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

Printed Name of Notary Public _____

My Commission Expires: _____

County of Residence: _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature _____

Resident of _____ County _____
Printed Name _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature _____

Resident of _____ County _____
Printed Name _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and E & B Paving, Inc. _____, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the ____ day of _____, 20____, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably

satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at

its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 130
Bloomington IN 47404
Attn: Neil Kopper, Interim Transportation and Traffic Engineer

If to Escrow Agent:

First Financial Bank
536 N. College Ave.
Bloomington, IN 47404
Attn: Cindy Kinnarney

If to Contractor:

Name: E & B Paving, Inc.

Address: 2520 Industrial Park Drive

City/State: Bloomington, IN 47404

Attn: _____

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: _____
Kyla Cox Deckard, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS
(Date) _____

First Financial Bank
536 N. College Avenue
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of _____, 20____, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: _____
Account Holder/Contractor: _____
Primary Account Number: _____

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and it employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

By: _____
Neil Kopper, Interim Transportation and Traffic Engineer

By: _____

Printed Name: _____

Title: _____

Reviewed and Approved By:

Terri Porter, Director
Planning and Transportation Department

Escrow Agent
First Financial Bank

By: _____

Dated: _____

Printed Name and Title



Board of Public Works Staff Report

Project/Event: ELECTRIC SCOOTER INTERIM OPERATING AGREEMENTS – BIRD AND LIME

Petitioner/Representative: Adam Wason, Director Public Works

Staff Representative: Adam Wason

Date: 11.15.18

Report:

During September of this year, with little or no notice to the City, Bird and Lime scooter companies deployed hundreds of electric scooters in Bloomington. Since October, the City and the two scooter companies have been working to establish a framework for the continued operation of electric scooters in Bloomington. On November 14, the City and the companies agreed on the terms contained in the interim operating agreements that are now before this Board.

The agreements set forth:

- Rules governing the parking and operation of electric scooters within the City's rights-of-way and parks
- Penalties that may be charged to the companies for violations of the agreement
- Requirements that scooter companies share certain ridership data with the City and conduct periodic public outreach programs in the community
- Fees that scooter companies will contribute toward the City's costs of maintaining scooter infrastructure and enforcing rules governing scooter use
 - o Annual fee: Ten-thousand dollars (\$10,000) per year
 - o Monthly fee: Ten cents (\$0.10) per ride, per month
- Minimum insurance requirements and risk transfer

Because the agreements allow scooters to be staged and operated in City Right of Way, the Board of Public Works must approve the agreement. The agreements are intended to serve as an interim measure governing electric scooters while the City explores the possibility of enacting long-term scooter legislation.

Recommend ☒ **Approval** ☐ **Denial by:** Adam Wason

ELECTRIC SCOOTER INTERIM OPERATING AGREEMENT

This Electric Scooter Interim Operating Agreement (hereafter “Agreement”) is entered into by and between Neutron Holdings, Inc. (hereafter “Company”), and the City of Bloomington, Indiana (hereafter “City”) as of this 27th day of November, 2018.

1. Statement and Purpose

This Agreement establishes interim terms and conditions governing the Company’s electric scooter operation within the City so that such operations are consistent with the safety and well-being of the Bloomington Community and all users of Bloomington’s parks and public right-of-way. It is understood that in exchange for authorization to utilize City parks and City right-of-way, the Company shall operate in accordance with the terms and conditions set forth herein.

2. Term

This Agreement shall remain in full force and effect from the date of its execution until the sooner of (1) the adoption of an ordinance by the Bloomington Common Council designed to regulate Electric Scooters or (2) termination of this Agreement in accordance with Section 6 below.

3. Responsibilities of the Company

- a. *Electric Scooter Parking.* Company acknowledges and understands the following requirements for parking electric scooters:
 - i. Electric scooters must stand upright while they are parked.
 - ii. Electric scooters shall not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk, including accessible ramps, or in any manner that would reduce the minimum clear width of the sidewalk to less than 48-inches.
 - iii. Electric scooters shall not be parked in a manner that would impede vehicular traffic on a street or alley.
 - iv. Electric scooters shall not be parked in a manner as to block any fire hydrant, call box, or other emergency facility; bus shelter; parking meter; or utility pole or box.
 - v. Electric scooters shall not be parked in a manner that would pose a threat to public health or security.
 - vi. The Company shall not stage electric scooters on a block that does not have sidewalks.
 - vii. Electric scooters shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
 - viii. Electric scooters shall not be parked in such a manner as to unduly impede or interfere with the reasonable use of any parking space, newsrack, bus shelter, commercial loading zone, railroad track or crossing, passenger loading zone, street furniture, building entryway, or vehicular driveway.

To the extent the Company desires to park electric scooters in areas other than City parks or the public right-of-way (e.g. plazas, parking lots, private property, or transit stations), the Company must first obtain the right to do so from the appropriate City department, property

owner, or public agency and shall communicate this right to users through signage approved by the respective entity and/or through a mobile or web application.

- b. *Electric Scooter Use.* Electric scooters must be used in conformity with the following requirements.
 - i. Electric scooters may be ridden upon streets, within bike lanes, and upon multi-use trails, multi-use paths, and some sidewalks. Electric scooters may not be ridden upon sidewalks in designated “Dismount Zones,” which are set forth in Bloomington Municipal Code § 15.56.020(a)(7).
 - ii. On sidewalks, paths, and trails, users must:
 - 1. Yield the right-of-way to pedestrians;
 - 2. Pass pedestrians at a distance of at least three feet;
 - 3. Alert other sidewalk or trail users traveling in the same direction with an audible signal prior to passing them;
 - iii. Users must obey all rules of the road, including stopping at stop signs and traffic lights, signaling turns, and following the direction of traffic.
 - iv. To the extent minors are permitted as users, minors are required to wear helmets while riding an electric scooter. Helmets are strongly encouraged for all users.
 - v. The Company shall require all electric scooter riders to take a photo when they park their scooter at the end of a ride.
 - vi. All users must ride with courtesy and respect.
- c. *Lights and Audible Signals.* All electric scooters shall be equipped with properly functioning lights sufficient to make the scooters visible during non-daylight hours. All electric scooters shall also be equipped with a bell or another warning device capable of giving an audible signal. The bell or alternative signaling device shall be capable of alerting pedestrians that the scooter is approaching.
- d. *Condition of Scooters.* In the event a safety or maintenance issue is reported for a specific device, such electric scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- e. *Twenty-Four Hour Service Line.* The Company shall maintain a twenty-four hour service phone number for the public to report safety concerns, complaints, or to ask questions. The twenty-four hour service line shall be visible upon each electric scooter deployed by the Company. The City shall refer members of the public who report concerns regarding electric scooters to contact the service line and may also publish the phone number on its website, social media platforms, and in other literature. The Company shall respond to requests for rebalancing, reports of incorrectly parked electric scooters, or reports of unsafe/inoperable electric scooters by relocating, re-parking, or removing the electric scooters, as appropriate, within two (2) hours of receiving notice. Notice of aforementioned violations may be submitted in the form of photographic documentation by any authorized City staff or other City representatives.
- f. *Fines.* In the event an electric scooter is improperly staged or placed by company agents, or not relocated, re-parked, or removed within the timeframe specified herein, or in the event any electric scooter is parked in one location for more than seventy-two (72) hours without moving, the City may assess a fine against the Company. For each day that an electric scooter

is improperly staged and/or is not relocated or re-parked, or removed within seventy-two (72) hours as specified herein, the Company shall be subject to a fine of fifty dollars (\$50) for each scooter that is improperly located. This fine shall be applied per vehicle, per day.

- g. *Notices to Users.* Prior to each user's first use of an electric scooter, the Company shall provide notice to each user through a Bloomington-specific mobile application regarding the Bloomington-specific requirements for electric scooter parking outlined in Section 3(a) and electric scooter use outlined in Section 3(b).
- h. *Data Sharing.* The Company agrees to provide the City with access to an Application Programming Interface (API) offering data about its fleet and trip activity within the City, meeting the requirements of the Mobility Data Specification format. All information hosted within the API or retrieved from the API shall be considered a trade secret and proprietary information belonging to the Company. The Company shall provide the City with said access within thirty (30) days of the execution of this Agreement.

As an alternative to granting the City access to the API, the Company may instead comply with this Section of this Agreement by providing the City with reasonable real-time access to ridership data using a different medium, as long as the ridership data includes, at a minimum, the following information:

- i. The total number of rides for the previous quarter.
- ii. The total number of electric scooters in services during the previous quarter.
- iii. The number of rides per electric scooter per day.
- iv. Anonymized trip data that shows the origin and destination, trip duration, distance, and date and time of each trip.
- v. Any other similar data in the possession of the Company that is requested by the City.

However, nothing in this Agreement shall require the Company to share any information that might qualify as personally identifiable information pertaining to individual users or as confidential information under any statute, regulation, court order, or ordinance.

- i. *Outreach.* The Company shall implement and engage in a marketing and targeted community outreach plan at its own cost. Said outreach shall include, at a minimum, the following:
 - i. On-the-Ground Safety Campaigns: Three times per year, the Company shall engage in a week-long on-the-ground Safety Campaign ("Safety Campaign") targeting areas of peak usage. The Company's Safety Campaigns shall include, at a minimum, education on the City's existing rules and regulations, safe and courteous riding, and proper parking. The Company and the City shall coordinate the scheduling of said Safety Campaigns. As many scooter users are students at Indiana University, the parties shall schedule said Safety Campaigns so as to maximize student participation.
 - ii. Bloomington-Specific Landing Page: The Company shall develop a Bloomington-Specific Landing Page and dedicate a portion of its website to said page. The page shall include local "Dos and Don'ts" and Bloomington-specific rules and regulations. The Company shall coordinate with the City regarding the content of the Landing Page.

The Company shall coordinate its outreach plans with the City. Outreach plans are required twice annually, and shall be submitted no later than July 31 of each year and January 31 of each year. The Company shall obtain the approval of the City regarding the adequacy of said plan. Such approval by the City shall not be unreasonably withheld.

In the event that the City, at its sole determination, observes a significant number of electric scooter users violating laws, rules, or regulations related to riding, parking, or staging of electric scooters, the City reserves the right to amend the outreach requirements set forth in this Agreement at its sole discretion.

4. Responsibilities of the City

The City shall permit the Company to operate an electric scooter rental business within the City's parks and within the City's right-of-way and shall permit the Company's users to operate electric scooters within the City's parks and within the City's right-of-way, provided such operation is in accordance with all laws, ordinances, regulations, and the terms and conditions contained within this Agreement.

5. Fees

The Company agrees to submit a fee to the City in consideration for the use of the City's parks and City right-of-way. Said fee shall consist of an annual fee of ten thousand dollars (\$10,000), and an additional fee of ten cents (\$.10) per ride taken on any scooter the Company has deployed in the City. The City shall invoice the Company for the annual fee during November or December of each year, and the Company shall remit payment to the City within thirty (30) days of receiving said invoice. The per-ride fee shall be invoiced monthly based on data provided by the Company in accordance with Section 3.h. above, and the Company shall submit payment within 30 days of receipt of the invoice.

6. Termination

Either party may terminate this Agreement upon ten (10) days written notice to the other party. Such notice shall be sent in accordance with the terms of Section 13 of this Agreement. As described in Section 2 above, this Agreement shall automatically terminate without either party taking any additional action upon the City Council's adoption of an ordinance regulating electric scooters. The automatic termination date shall correspond to the effective date of said ordinance, in the event that the ordinance's effective date and adoption date are not identical.

7. Insurance

Company shall maintain the following insurance in full force and effect: (a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; (b) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and (c) Excess Liability Insurance in a minimum amount of \$5,000,000 which shall apply to both the General Liability and Automobile Liability policies. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington and its officers, employees and agents shall be named as additional insureds, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Prior to initiating operations pursuant to this Agreement, Company shall provide evidence of each insurance policy to the City.

8. Indemnification

Company shall defend, indemnify, and hold harmless the City and the officers, agents, and employees thereof from any and all claims, demands, damages, costs, expenses, or other liability arising out of this Agreement, the Company's operations, or the operation of the Company's electric scooters upon the City's property. However, the foregoing indemnity shall not apply to claims resulting from the gross negligence or willful misconduct of the City, claims related to the City's negligent maintenance of its infrastructure, or claims that the City negligently permitted a project within its right-of-way.

9. 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.

10. 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.

11. Assignment

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

12. Governing Law and Venue

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

13. Notices

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

City: City of Bloomington
ATTN: Corporation Counsel
401 N. Morton Street
Bloomington, IN 47404

Company: Neutron Holdings, Inc
One Sansome
San Francisco, CA 94104

Nothing contained in this Section or elsewhere in this Agreement shall be construed to restrict the transmission of routine communications between representatives of the City and Company.

14. Integration and Modification

This Agreement represents the entire and integrated agreement between the parties. 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.

IN WITNESS WHEREOF, the parties hereto have set forth their hands below with the intent to be bound by the foregoing terms and provisions.

CITY OF BLOOMINGTON

John Hamilton, Mayor

Kyla Cox Deckard, President
Bloomington Board of Public Works

Kathleen Mills, President
Bloomington Board of Park Commissioners

COMPANY


Signature

Jason Wilde - Regional General Manager
Printed Name and Title

ELECTRIC SCOOTER INTERIM OPERATING AGREEMENT

This Electric Scooter Interim Operating Agreement (hereafter "Agreement") is entered into by and between Bird Rules, Inc. (hereafter "Company"), and the City of Bloomington, Indiana (hereafter "City") as of this 14 day of November, 2018.

1. Statement and Purpose

This Agreement establishes interim terms and conditions governing the Company's electric scooter operation within the City so that such operations are consistent with the safety and well-being of the Bloomington Community and all users of Bloomington's parks and public right-of-way. It is understood that in exchange for authorization to utilize City parks and City right-of-way, the Company shall operate in accordance with the terms and conditions set forth herein.

2. Term

This Agreement shall remain in full force and effect from the date of its execution until the sooner of (1) the adoption of an ordinance by the Bloomington Common Council designed to regulate Electric Scooters or (2) termination of this Agreement in accordance with Section 6 below.

3. Responsibilities of the Company

- a. *Electric Scooter Parking.* Company acknowledges and understands the following requirements for parking electric scooters:
 - i. Electric scooters must stand upright while they are parked.
 - ii. Electric scooters shall not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk, including accessible ramps, or in any manner that would reduce the minimum clear width of the sidewalk to less than 48-inches.
 - iii. Electric scooters shall not be parked in a manner that would impede vehicular traffic on a street or alley.
 - iv. Electric scooters shall not be parked in a manner as to block any fire hydrant, call box, or other emergency facility; bus shelter; parking meter; or utility pole or box.
 - v. Electric scooters shall not be parked in a manner that would pose a threat to public health or security.
 - vi. The Company shall not stage electric scooters on a block that does not have sidewalks.
 - vii. Electric scooters shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
 - viii. Electric scooters shall not be parked in such a manner as to unduly impede or interfere with the reasonable use of any parking space, newsrack, bus shelter, commercial loading zone, railroad track or crossing, passenger loading zone, street furniture, building entryway, or vehicular driveway.

To the extent the Company desires to park electric scooters in areas other than City parks or the public right-of-way (e.g. plazas, parking lots, private property, or transit stations), the Company must first obtain the right to do so from the appropriate City department, property

owner, or public agency and shall communicate this right to users through signage approved by the respective entity and/or through a mobile or web application.

- b. *Electric Scooter Use.* Electric scooters must be used in conformity with the following requirements.
 - i. Electric scooters may be ridden upon streets, within bike lanes, and upon multi-use trails, multi-use paths, and some sidewalks. Electric scooters may not be ridden upon sidewalks in designated “Dismount Zones,” which are set forth in Bloomington Municipal Code § 15.56.020(a)(7).
 - ii. On sidewalks, paths, and trails, users must:
 - 1. Yield the right-of-way to pedestrians;
 - 2. Pass pedestrians at a distance of at least three feet;
 - 3. Alert other sidewalk or trail users traveling in the same direction with an audible signal prior to passing them;
 - iii. Users must obey all rules of the road, including stopping at stop signs and traffic lights, signaling turns, and following the direction of traffic.
 - iv. To the extent minors are permitted as users, minors are required to wear helmets while riding an electric scooter. Helmets are strongly encouraged for all users.
 - v. The Company shall require all electric scooter riders to take a photo when they park their scooter at the end of a ride.
 - vi. All users must ride with courtesy and respect.
- c. *Lights and Audible Signals.* All electric scooters shall be equipped with properly functioning lights sufficient to make the scooters visible during non-daylight hours. All electric scooters shall also be equipped with a bell or another warning device capable of giving an audible signal. The bell or alternative signaling device shall be capable of alerting pedestrians that the scooter is approaching.
- d. *Condition of Scooters.* In the event a safety or maintenance issue is reported for a specific device, such electric scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- e. *Twenty-Four Hour Service Line.* The Company shall maintain a twenty-four hour service phone number for the public to report safety concerns, complaints, or to ask questions. The twenty-four hour service line shall be visible upon each electric scooter deployed by the Company. The City shall refer members of the public who report concerns regarding electric scooters to contact the service line and may also publish the phone number on its website, social media platforms, and in other literature. The Company shall respond to requests for rebalancing, reports of incorrectly parked electric scooters, or reports of unsafe/inoperable electric scooters by relocating, re-parking, or removing the electric scooters, as appropriate, within two (2) hours of receiving notice. Notice of aforementioned violations may be submitted in the form of photographic documentation by any authorized City staff or other City representatives.
- f. *Fines.* In the event an electric scooter is improperly staged or placed by company agents, or not relocated, re-parked, or removed within the timeframe specified herein, or in the event any electric scooter is parked in one location for more than seventy-two (72) hours without moving, the City may assess a fine against the Company. For each day that an electric scooter

is improperly staged and/or is not relocated or re-parked, or removed within seventy-two (72) hours as specified herein, the Company shall be subject to a fine of fifty dollars (\$50) for each scooter that is improperly located. This fine shall be applied per vehicle, per day.

- g. *Notices to Users.* Prior to each user's first use of an electric scooter, the Company shall provide notice to each user through a Bloomington-specific mobile application regarding the Bloomington-specific requirements for electric scooter parking outlined in Section 3(a) and electric scooter use outlined in Section 3(b).
- h. *Data Sharing.* The Company agrees to provide the City with access to an Application Programming Interface (API) offering data about its fleet and trip activity within the City, meeting the requirements of the Mobility Data Specification format. All information hosted within the API or retrieved from the API shall be considered a trade secret and proprietary information belonging to the Company. The Company shall provide the City with said access within thirty (30) days of the execution of this Agreement.

As an alternative to granting the City access to the API, the Company may instead comply with this Section of this Agreement by providing the City with reasonable real-time access to ridership data using a different medium, as long as the ridership data includes, at a minimum, the following information:

- i. The total number of rides for the previous quarter.
- ii. The total number of electric scooters in services during the previous quarter.
- iii. The number of rides per electric scooter per day.
- iv. Anonymized trip data that shows the origin and destination, trip duration, distance, and date and time of each trip.
- v. Any other similar data in the possession of the Company that is requested by the City.

However, nothing in this Agreement shall require the Company to share any information that might qualify as personally identifiable information pertaining to individual users or as confidential information under any statute, regulation, court order, or ordinance.

- i. *Outreach.* The Company shall implement and engage in a marketing and targeted community outreach plan at its own cost. Said outreach shall include, at a minimum, the following:
 - i. On-the-Ground Safety Campaigns: Three times per year, the Company shall engage in a week-long on-the-ground Safety Campaign ("Safety Campaign") targeting areas of peak usage. The Company's Safety Campaigns shall include, at a minimum, education on the City's existing rules and regulations, safe and courteous riding, and proper parking. The Company and the City shall coordinate the scheduling of said Safety Campaigns. As many scooter users are students at Indiana University, the parties shall schedule said Safety Campaigns so as to maximize student participation.
 - ii. Bloomington-Specific Landing Page: The Company shall develop a Bloomington-Specific Landing Page and dedicate a portion of its website to said page. The page shall include local "Dos and Don'ts" and Bloomington-specific rules and regulations. The Company shall coordinate with the City regarding the content of the Landing Page.

The Company shall coordinate its outreach plans with the City. Outreach plans are required twice annually, and shall be submitted no later than July 31 of each year and January 31 of each year. The Company shall obtain the approval of the City regarding the adequacy of said plan. Such approval by the City shall not be unreasonably withheld.

In the event that the City, at its sole determination, observes a significant number of electric scooter users violating laws, rules, or regulations related to riding, parking, or staging of electric scooters, the City reserves the right to amend the outreach requirements set forth in this Agreement at its sole discretion.

4. Responsibilities of the City

The City shall permit the Company to operate an electric scooter rental business within the City's parks and within the City's right-of-way and shall permit the Company's users to operate electric scooters within the City's parks and within the City's right-of-way, provided such operation is in accordance with all laws, ordinances, regulations, and the terms and conditions contained within this Agreement.

5. Fees

The Company agrees to submit a fee to the City in consideration for the use of the City's parks and City right-of-way. Said fee shall consist of an annual fee of ten thousand dollars (\$10,000), and an additional fee of ten cents (\$.10) per ride taken on any scooter the Company has deployed in the City. The City shall invoice the Company for the annual fee during November or December of each year, and the Company shall remit payment to the City within thirty (30) days of receiving said invoice. The per-ride fee shall be invoiced monthly based on data provided by the Company in accordance with Section 3.h. above, and the Company shall submit payment within 30 days of receipt of the invoice.

6. Termination

Either party may terminate this Agreement upon ten (10) days written notice to the other party. Such notice shall be sent in accordance with the terms of Section 13 of this Agreement. As described in Section 2 above, this Agreement shall automatically terminate without either party taking any additional action upon the City Council's adoption of an ordinance regulating electric scooters. The automatic termination date shall correspond to the effective date of said ordinance, in the event that the ordinance's effective date and adoption date are not identical.

7. Insurance

Company shall maintain the following insurance in full force and effect: (a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; (b) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and (c) Excess Liability Insurance in a minimum amount of \$5,000,000 which shall apply to both the General Liability and Automobile Liability policies. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington and its officers, employees and agents shall be named as additional insureds, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Prior to initiating operations pursuant to this Agreement, Company shall provide evidence of each insurance policy to the City.

8. Indemnification

Company shall defend, indemnify, and hold harmless the City and the officers, agents, and employees thereof from any and all claims, demands, damages, costs, expenses, or other liability arising out of this Agreement, the Company's operations, or the operation of the Company's electric scooters upon the City's property. However, the foregoing indemnity shall not apply to claims resulting from the gross negligence or willful misconduct of the City, claims related to the City's negligent maintenance of its infrastructure, or claims that the City negligently permitted a project within its right-of-way.

9. 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.

10. 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.

11. Assignment

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

12. Governing Law and Venue

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

13. Notices

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

City: City of Bloomington
ATTN: Corporation Counsel
401 N. Morton Street
Bloomington, IN 47404

Company:

Bird Rides, Inc.
2621 Pico Blvd.
Santa Monica, CA
90405

Nothing contained in this Section or elsewhere in this Agreement shall be construed to restrict the transmission of routine communications between representatives of the City and Company.

14. Integration and Modification

This Agreement represents the entire and integrated agreement between the parties. 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.

IN WITNESS WHEREOF, the parties hereto have set forth their hands below with the intent to be bound by the foregoing terms and provisions.

CITY OF BLOOMINGTON

John Hamilton, Mayor

Kyla Cox Deckard, President
Bloomington Board of Public Works

Kathleen Mills, President
Bloomington Board of Park Commissioners

COMPANY


Signature

Sam Reed, Director, GP Central
Printed Name and Title



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| Vendor | Invoice No. | Invoice Description | Status | Held Reason | Invoice Date | Payment Date | Invoice Amount |
|---|------------------|---|-----------------------|-------------|--------------|--------------|----------------|
| Fund 101 - General Fund (S0101) | | | | | | | |
| Department 01 - Animal Shelter | | | | | | | |
| Program 010000 - Main | | | | | | | |
| Account 43430 - Animal Adoption Fees | | | | | | | |
| Cole Cadwell | REFUND-CADWELLCO | 01-refund adoption fee-canine | Paid by Check # 68776 | | 11/20/2018 | 11/30/2018 | 37.50 |
| Delores Cundiff | REFUND-CUNDIFF | 01-refund adoption fee-feline | Paid by Check # 68777 | | 11/20/2018 | 11/30/2018 | 75.00 |
| Tatiana Lopez | REFUND-LOPEZTATI | 01-refund adoption fee | Paid by Check # 68781 | | 11/20/2018 | 11/30/2018 | 75.00 |
| Account 43430 - Animal Adoption Fees Totals | | | | | | 3 | \$187.50 |
| Account 52110 - Office Supplies | | | | | | | |
| 6530 - Office Depot, INC | 221986112001 | 01-glass paper | Paid by EFT # 26344 | | 11/20/2018 | 11/30/2018 | 35.09 |
| 6530 - Office Depot, INC | 221986111001 | 01-clasp envelopes, copier paper, copy paper | Paid by EFT # 26344 | | 11/20/2018 | 11/30/2018 | 32.25 |
| Account 52110 - Office Supplies Totals | | | | | | 2 | \$67.34 |
| Account 52210 - Institutional Supplies | | | | | | | |
| 313 - Fastenal Company | INBLM208957 | 01-foam handwash soap-10/31/18 | Paid by EFT # 26265 | | 11/20/2018 | 11/30/2018 | 92.04 |
| 313 - Fastenal Company | INBLM208868 | 01-hand sanitizer, trash liners-10/25/18 | Paid by EFT # 26265 | | 11/20/2018 | 11/30/2018 | 110.48 |
| 4586 - Hill's Pet Nutrition Sales, INC | 231743344 | 01-canine/puppy/feline/kitte | Paid by EFT # 26280 | | 11/20/2018 | 11/30/2018 | 367.44 |
| 4586 - Hill's Pet Nutrition Sales, INC | 231790045 | 01-canine/puppy/feline/kitte | Paid by EFT # 26280 | | 11/20/2018 | 11/30/2018 | 468.26 |
| 3929 - IDEXX Laboratories, INC | 3038358429 | 01-diagnostic tests: F/F, Parvo, heartworm- | Paid by EFT # 26291 | | 11/20/2018 | 11/30/2018 | 1,360.73 |
| 4633 - Midwest Veterinary Supply, INC | 9876135-100 | 01-med containers, sedation meds, ID bands- | Paid by EFT # 26331 | | 11/20/2018 | 11/30/2018 | 120.85 |
| 4633 - Midwest Veterinary Supply, INC | 9876135-050 | 01-ID bands-10/30/18 | Paid by EFT # 26331 | | 11/20/2018 | 11/30/2018 | 39.91 |
| 4633 - Midwest Veterinary Supply, INC | 9889753-150 | 01-ISO gowns, exam gloves (L & XL), syringes- | Paid by EFT # 26331 | | 11/20/2018 | 11/30/2018 | 296.87 |
| 4633 - Midwest Veterinary Supply, INC | 9889753-050 | 01-syringes-11/2/18 | Paid by EFT # 26331 | | 11/20/2018 | 11/30/2018 | 106.52 |
| 4574 - John Deere Financial (Rural King) | C28986 | 01-Food and Bedding | Paid by Check # 68760 | | 11/20/2018 | 11/30/2018 | 112.87 |
| 4574 - John Deere Financial (Rural King) | C33686 | 01-Food and Bedding | Paid by Check # 68760 | | 11/20/2018 | 11/30/2018 | 4.99 |
| 4574 - John Deere Financial (Rural King) | C39221 | 01-Food and Bedding | Paid by Check # 68760 | | 11/20/2018 | 11/30/2018 | 11.99 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | | |
|--|---------------|--|--------------------------|------------|------------|------------------|
| 4574 - John Deere Financial (Rural King) | C31870 | 01-Food and Bedding | Paid by Check # 68760 | 11/20/2018 | 11/30/2018 | 44.90 |
| 4574 - John Deere Financial (Rural King) | C04763 | 01-Food and Bedding | Paid by Check # 68760 | 11/20/2018 | 11/30/2018 | 7.97 |
| 4574 - John Deere Financial (Rural King) | C05629 | 01-Food and Bedding | Paid by Check # 68760 | 11/20/2018 | 11/30/2018 | 67.35 |
| 4574 - John Deere Financial (Rural King) | C08909 | 01-Food and Bedding | Paid by Check # 68760 | 11/20/2018 | 11/30/2018 | 16.56 |
| 4574 - John Deere Financial (Rural King) | C11970 | 01-Food and Bedding | Paid by Check # 68760 | 11/20/2018 | 11/30/2018 | 100.47 |
| 4574 - John Deere Financial (Rural King) | C05606 | 01-Food and Bedding | Paid by Check # 68760 | 11/20/2018 | 11/30/2018 | 67.38 |
| 4574 - John Deere Financial (Rural King) | C13842 | 01-Food and Bedding | Paid by Check # 68760 | 11/20/2018 | 11/30/2018 | 5.99 |
| 4574 - John Deere Financial (Rural King) | C15056 | 01-Food and Bedding | Paid by Check # 68760 | 11/20/2018 | 11/30/2018 | 35.41 |
| 4574 - John Deere Financial (Rural King) | L67106 | 01-Food and Bedding | Paid by Check # 68760 | 11/20/2018 | 11/30/2018 | 67.35 |
| 4574 - John Deere Financial (Rural King) | L67505 | 01-Food and Bedding | Paid by Check # 68760 | 11/20/2018 | 11/30/2018 | 67.35 |
| 4574 - John Deere Financial (Rural King) | C203015 | 01-Food and Bedding | Paid by Check # 68760 | 11/20/2018 | 11/30/2018 | 67.35 |
| 4574 - John Deere Financial (Rural King) | C36109 | 01-Food and Bedding | Paid by Check # 68760 | 11/20/2018 | 11/30/2018 | 44.90 |
| 4549 - Kroger Limited Partnership I | 200843 | 01-Rabbit Food | Paid by Check # 68761 | 11/20/2018 | 11/30/2018 | 5.22 |
| 4549 - Kroger Limited Partnership I | 295503 | 01-Rabbit Food | Paid by Check # 68761 | 11/20/2018 | 11/30/2018 | 10.50 |
| Account 52210 - Institutional Supplies Totals 26 | | | | | | <hr/> \$3,701.65 |
| Account 52430 - Uniforms and Tools | | | | | | |
| 54558 - The Uniform House, INC | 37797-1 | 01-ballistic safety vests | Paid by EFT # 26394 | 11/20/2018 | 11/30/2018 | 1,925.91 |
| Account 52430 - Uniforms and Tools Totals 1 | | | | | | <hr/> \$1,925.91 |
| Account 53130 - Medical | | | | | | |
| 50350 - Arlington Heights Veterinary Hospital, INC | 83918 | 01-emergency visit- 10/12/18 | Paid by EFT # 26220 | 11/20/2018 | 11/30/2018 | 185.62 |
| Account 53130 - Medical Totals 1 | | | | | | <hr/> \$185.62 |
| Account 53510 - Electrical Services | | | | | | |
| 223 - Duke Energy | FACSUM-111218 | 19-CH/off site facilities- electric summary bill-bill | Paid by Check # 68744 | 11/19/2018 | 11/19/2018 | 1,113.68 |
| Account 53510 - Electrical Services Totals 1 | | | | | | <hr/> \$1,113.68 |
| Account 53530 - Water and Sewer | | | | | | |
| 208 - City Of Bloomington Utilities | ACC-OCT 2018 | 19-ACC-water/sewer bill- October 2018 | Paid by Check # 68738 | 11/19/2018 | 11/19/2018 | 371.30 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | | |
|---|-----------------|--|-----------------------|------------|------------|------------|
| Account 53530 - Water and Sewer Totals | | | | 1 | | \$371.30 |
| Account 53540 - Natural Gas | | | | | | |
| 222 - Vectren | 50195420-110518 | 19-ACC-gas bill 10/02-11/05/18 | Paid by Check # 68745 | 11/19/2018 | 11/19/2018 | 1,333.59 |
| Account 53540 - Natural Gas Totals | | | | 1 | | \$1,333.59 |
| Program 010000 - Main Totals | | | | 36 | | \$8,886.59 |
| Department 01 - Animal Shelter Totals | | | | 36 | | \$8,886.59 |
| Department 02 - Public Works | | | | | | |
| Program 020000 - Main | | | | | | |
| Account 46060 - Other Violations | | | | | | |
| Mary Fyrwald | REFUND-FYRWALD | 14-refund overpayment pkg citation | Paid by Check # 68778 | 11/20/2018 | 11/30/2018 | 40.00 |
| Account 46060 - Other Violations Totals | | | | 1 | | \$40.00 |
| Account 52420 - Other Supplies | | | | | | |
| 3404 - J.R. Watkins & Family, INC (Signs Now) | 21133 | 02-BPW replacement name plates | Paid by EFT # 26305 | 11/20/2018 | 11/30/2018 | 114.60 |
| Account 52420 - Other Supplies Totals | | | | 1 | | \$114.60 |
| Account 53160 - Instruction | | | | | | |
| 3472 - Lucy, INC | 62552-5 | 02-Onsite config.-training for Lucy software- | Paid by EFT # 26326 | 11/20/2018 | 11/30/2018 | 3,704.87 |
| Account 53160 - Instruction Totals | | | | 1 | | \$3,704.87 |
| Account 53910 - Dues and Subscriptions | | | | | | |
| 323 - Hoosier Times, INC | 0466283-2019 | 02-yearly subscription renewal-12/1/18-12/1/19 | Paid by EFT # 26283 | 11/20/2018 | 11/30/2018 | 228.25 |
| Account 53910 - Dues and Subscriptions Totals | | | | 1 | | \$228.25 |
| Account 53940 - Temporary Contractual Employee | | | | | | |
| 203 - Indiana University | 78631509 | 02-PublicWorks- Andrea Kalis | Paid by Check # 68758 | 11/20/2018 | 11/30/2018 | 687.50 |
| Account 53940 - Temporary Contractual Employee Totals | | | | 1 | | \$687.50 |
| Program 020000 - Main Totals | | | | 5 | | \$4,775.22 |
| Department 02 - Public Works Totals | | | | 5 | | \$4,775.22 |
| Department 03 - City Clerk | | | | | | |
| Program 030000 - Main | | | | | | |
| Account 52110 - Office Supplies | | | | | | |
| 53442 - Paragon Micro, INC | 847984 | 03 - external DVD disk drive | Paid by EFT # 26351 | 11/20/2018 | 11/30/2018 | 29.99 |
| Account 52110 - Office Supplies Totals | | | | 1 | | \$29.99 |
| Account 53320 - Advertising | | | | | | |
| 323 - Hoosier Times, INC | 175111_103118 | 03-Publication of Ordinance 18-11 | Paid by EFT # 26283 | 11/20/2018 | 11/30/2018 | 1,623.35 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | |
|------------------------------------|---|------------|
| Account 53320 - Advertising Totals | 1 | \$1,623.35 |
| Program 030000 - Main Totals | 2 | \$1,653.34 |
| Department 03 - City Clerk Totals | 2 | \$1,653.34 |

Department 04 - Economic & Sustainable Dev
Program 040000 - Main

Account 52420 - Other Supplies

| | | | | | | |
|---------------------------------------|--------|--|-----------------------|------------|------------|----------------|
| 4549 - Kroger Limited Partnership I | 134526 | 04 - Sundry supplies (TP, Soap, Papert -The Mill | Paid by Check # 68761 | 11/20/2018 | 11/30/2018 | 38.25 |
| Account 52420 - Other Supplies Totals | | | | | 1 | <u>\$38.25</u> |

Account 53170 - Mgt. Fee, Consultants, and Workshops

| | | | | | | |
|---|-----------|-----------------------------------|---------------------|------------|------------|------------------|
| 6428 - Kelly M Boatman (Core Projective, LLC) | INV101814 | 04 - Consulting Agreement - Kelly | Paid by EFT # 26233 | 11/20/2018 | 11/30/2018 | 7,990.00 |
| Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | | | | | 1 | <hr/> \$7,990.00 |

Account 53230 - Travel

| | | | | | | |
|---------------------------------|--------|--------------------------------|---------------------|------------|------------|----------------|
| 6685 - Autumn Ashworth Salamack | 110818 | 04 - Lunch reimbursement - OKI | Paid by EFT # 26367 | 11/20/2018 | 11/30/2018 | 30.00 |
| Account 53230 - Travel Totals | | | | | 1 | <u>\$30.00</u> |

Account 53940 - Temporary Contractual Employee

| | | | | | | |
|--------------------------|----------|---|-----------------|------------|------------|------------|
| 203 - Indiana University | 78627470 | 04-Economic Devel-B | Paid by Check # | 11/20/2018 | 11/30/2018 | 2,935.00 |
| | | Bells, S Milner, T Myles, K | 68758 | | | |
| | | Account 53940 - Temporary Contractual Employee Totals | | | | 1 |
| | | | | | | \$2,935.00 |

Account 53960 - Grants

| | | | | | | |
|-----------------------------------|------------------|--|---------------------|------------|------------|--------------------|
| 1481 - Ivy Tech Community College | SmallBusinessDev | 04 2018 Grant for Ivy Tech's South Central | Paid by EFT # 26304 | 11/20/2018 | 11/30/2018 | 10,000.00 |
| Account 53960 - Grants Totals | | | | | 1 | <u>\$10,000.00</u> |

Account 53970 - Mayor's Promotion of Business

| | | | | | | |
|--|--------|--|---------------------|------------|------------|-----------------|
| 4201 - One World Catering & Events (Lennie's, INC) | E08409 | 04 - Refreshments for The Mill opening | Paid by EFT # 26347 | 11/20/2018 | 11/30/2018 | 760.10 |
| Account 53970 - Mayor's Promotion of Business Totals | | | | | 1 | <u>\$760.10</u> |

Account 53990 - Other Services and Charges

| | | | | | | |
|---|-----|-------------------------------|---------------------|------------|------------|------------|
| 6131 - Jane St John | 023 | 04 - 2018 Consulting Contract | Paid by EFT # 26379 | 11/20/2018 | 11/30/2018 | 2,210.00 |
| Account 53990 - Other Services and Charges Totals | | | | | 1 | \$2,210.00 |

Program 040000 - Main Totals 7 \$23,963.35

Department 04 - Economic & Sustainable Dev Totals 7 \$23,963.35

Department 05 - Common Council

Program 050000 - Main

Account 53910 - Dues and Subscriptions

| | | | | | | |
|--|-----------|---|---------------------|------------|------------|--------|
| 3956 - West Publishing Corporation (Thomson Reuters) | 839164635 | 10-West Information Charges-10/1-10/31/18 | Paid by EFT # 26402 | 11/20/2018 | 11/30/2018 | 314.01 |
|--|-----------|---|---------------------|------------|------------|--------|



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | |
|--|------------------|---|-----------------------|------------|-------------------|
| Account 53910 - Dues and Subscriptions Totals | | 1 | | | \$314.01 |
| Account 53940 - Temporary Contractual Employee | | | | | |
| 203 - Indiana University | 78605237 | 05-Common Council- L Hummel | Paid by Check # 68758 | 11/20/2018 | 11/30/2018 687.50 |
| Account 53940 - Temporary Contractual Employee Totals | | 1 | | | \$687.50 |
| Program 050000 - Main Totals | | 2 | | | \$1,001.51 |
| Department 05 - Common Council Totals | | 2 | | | \$1,001.51 |
| Department 06 - Controller's Office | | | | | |
| Program 060000 - Main | | | | | |
| Account 53630 - Machinery and Equipment Repairs | | | | | |
| 371 - Pitney Bowes, INC | 1009951166 | 06- Service Agreement 12-1-17 to 11-30-18 | Paid by Check # 68766 | 11/20/2018 | 11/30/2018 561.20 |
| Account 53630 - Machinery and Equipment Repairs Totals | | 1 | | | \$561.20 |
| Account 53940 - Temporary Contractual Employee | | | | | |
| 203 - Indiana University | 78606108 | 06-Controller- J McVeigh | Paid by Check # 68758 | 11/20/2018 | 11/30/2018 687.50 |
| Account 53940 - Temporary Contractual Employee Totals | | 1 | | | \$687.50 |
| Account 53990 - Other Services and Charges | | | | | |
| 204 - State Of Indiana | Nov 2018 Sales T | 18- October Sales Tax paid in November | Paid by EFT # 26198 | 11/19/2018 | 11/19/2018 12.88 |
| 4798 - Fun Express, LLC | 692827618-01 | 18- Bicentennial Closing Ceremony | Paid by EFT # 26272 | 11/20/2018 | 11/30/2018 455.04 |
| 6082 - Limestone Media LLC (Limestone Post Magazine) | 001 | 18- Advertising for Bicentennial Year End | Paid by EFT # 26325 | 11/20/2018 | 11/30/2018 405.00 |
| 53005 - Menards, INC | 10275 | 18- Bicentennial Year End Event - decorations | Paid by Check # 68763 | 11/20/2018 | 11/30/2018 148.37 |
| Account 53990 - Other Services and Charges Totals | | 4 | | | \$1,021.29 |
| Program 060000 - Main Totals | | 6 | | | \$2,269.99 |
| Department 06 - Controller's Office Totals | | 6 | | | \$2,269.99 |
| Department 09 - CFRD | | | | | |
| Program 090000 - Main | | | | | |
| Account 52110 - Office Supplies | | | | | |
| 6530 - Office Depot, INC | 217648062001 | 09-8GB jetflash 350 | Paid by EFT # 26344 | 11/20/2018 | 11/30/2018 15.00 |
| Account 52110 - Office Supplies Totals | | 1 | | | \$15.00 |
| Account 53640 - Hardware and Software Maintenance | | | | | |
| 53442 - Paragon Micro, INC | 843353 | 09-Adobe Creative Cloud renewal | Paid by EFT # 26351 | 11/20/2018 | 11/30/2018 930.99 |
| Account 53640 - Hardware and Software Maintenance Totals | | 1 | | | \$930.99 |
| Account 53940 - Temporary Contractual Employee | | | | | |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | | |
|---|------------------|--|-----------------------|------------|------------|-------------------|
| 203 - Indiana University | 78606728 | 09-Community Family- F Chadwick | Paid by Check # 68758 | 11/20/2018 | 11/30/2018 | 687.50 |
| Account 53940 - Temporary Contractual Employee Totals 1 | | | | | | <u>\$687.50</u> |
| Account 53960 - Grants | | | | | | |
| 7956 - Beverly Calendar Anderson | myW8 | 09-Reimb-coffee-Blgtn Bagel-Mental Health First | Paid by EFT # 26215 | 11/20/2018 | 11/30/2018 | 33.90 |
| 50761 - Bloomington Sandwich Co, LLC | 7367 | 09-Mental Health First Aid--food-10/29/18 | Paid by EFT # 26231 | 11/20/2018 | 11/30/2018 | 272.20 |
| 205 - City Of Bloomington | CSBM-Donation 19 | 09-CFRD Sponsorship of CSBM Black Male Summit | Paid by Check # 68754 | 11/20/2018 | 11/30/2018 | 1,000.00 |
| 205 - City Of Bloomington | BHM-2019 | 09-CFRD Gold Sponsorship of 2019 | Paid by Check # 68753 | 11/20/2018 | 11/30/2018 | 1,000.00 |
| 205 - City Of Bloomington | FDelOtono-2018 | 09-CFRD sponsorship of Fiesta del Otono-2018 | Paid by Check # 68752 | 11/20/2018 | 11/30/2018 | 300.00 |
| 4549 - Kroger Limited Partnership I | 11/15/18 | 09-Kroger--Mental Health First Aid--refreshments | Paid by Check # 68761 | 11/20/2018 | 11/30/2018 | 78.59 |
| Account 53960 - Grants Totals 6 | | | | | | <u>\$2,684.69</u> |
| Program 090000 - Main Totals 9 | | | | | | <u>\$4,318.18</u> |
| Department 09 - CFRD Totals 9 | | | | | | <u>\$4,318.18</u> |
| Department 10 - Legal | | | | | | |
| Program 100000 - Main | | | | | | |
| Account 53120 - Special Legal Services | | | | | | |
| 205 - City Of Bloomington | 000337400 | 10-PC Reimb-Mo Co Rec- Royer waiver annexation | Paid by Check # 68749 | 11/20/2018 | 11/30/2018 | 25.00 |
| 205 - City Of Bloomington | 000336520 | 10-PC Reimb-Mo Co Rec- Farrand waiver | Paid by Check # 68749 | 11/20/2018 | 11/30/2018 | 25.00 |
| 608 - Krieg Devault, LLP | 470137 | 10-ILRC Emp Lob Reg- 2019 registration/retainer- | Paid by EFT # 26317 | 11/20/2018 | 11/30/2018 | 2,215.00 |
| Account 53120 - Special Legal Services Totals 3 | | | | | | <u>\$2,265.00</u> |
| Account 53910 - Dues and Subscriptions | | | | | | |
| 3956 - West Publishing Corporation (Thomson Reuters) | 839164635 | 10-West Information Charges-10/1-10/31/18 | Paid by EFT # 26402 | 11/20/2018 | 11/30/2018 | 1,256.05 |
| Account 53910 - Dues and Subscriptions Totals 1 | | | | | | <u>\$1,256.05</u> |
| Program 100000 - Main Totals 4 | | | | | | <u>\$3,521.05</u> |
| Department 10 - Legal Totals 4 | | | | | | <u>\$3,521.05</u> |
| Department 11 - Mayor's Office | | | | | | |
| Program 110000 - Main | | | | | | |
| Account 52420 - Other Supplies | | | | | | |
| 53442 - Paragon Micro, INC | 846853 | 11-polycom phone for Mick's office | Paid by EFT # 26351 | 11/20/2018 | 11/30/2018 | 264.99 |
| 5819 - Synchrony Bank | 848977874359 | 11-lighting, video equipment | Paid by EFT # 26385 | 11/20/2018 | 11/30/2018 | 57.15 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | | |
|---|---------------|--|-----------------------|------------|------------|------------|
| 5819 - Synchrony Bank | 849748856988 | 11-lighting, video equipment | Paid by EFT # 26385 | 11/20/2018 | 11/30/2018 | 360.01 |
| Account 52420 - Other Supplies Totals 3 | | | | | | \$682.15 |
| Account 53310 - Printing | | | | | | |
| 651 - Engraving & Stamp Center, INC | 31623 | 11-11-name plates for office board | Paid by EFT # 26261 | 11/20/2018 | 11/30/2018 | 54.12 |
| Account 53310 - Printing Totals 1 | | | | | | \$54.12 |
| Account 53940 - Temporary Contractual Employee | | | | | | |
| 203 - Indiana University | 78628411 | 11-Mayors Office- Paul Stahlke | Paid by Check # 68758 | 11/20/2018 | 11/30/2018 | 662.50 |
| Account 53940 - Temporary Contractual Employee Totals 1 | | | | | | \$662.50 |
| Account 53990 - Other Services and Charges | | | | | | |
| 6222 - Apple, INC | 6768810257 | 11-Magic Mouse for Innovation | Paid by EFT # 26218 | 11/20/2018 | 11/30/2018 | 71.00 |
| 6222 - Apple, INC | 6768820520 | 11-MBPro and Appplecare+for Innovation | Paid by EFT # 26218 | 11/20/2018 | 11/30/2018 | 2,972.00 |
| Account 53990 - Other Services and Charges Totals 2 | | | | | | \$3,043.00 |
| Program 110000 - Main Totals 7 | | | | | | \$4,441.77 |
| Department 11 - Mayor's Office Totals 7 | | | | | | \$4,441.77 |
| Department 12 - Human Resources | | | | | | |
| Program 120000 - Main | | | | | | |
| Account 53320 - Advertising | | | | | | |
| 323 - Hoosier Times, INC | 155381 93018 | 12 Job Ads Inv 93018 | Paid by EFT # 26283 | 11/20/2018 | 11/30/2018 | 628.11 |
| 323 - Hoosier Times, INC | 155381 103118 | 12 Inv 103118 Job Ads | Paid by EFT # 26283 | 11/20/2018 | 11/30/2018 | 515.55 |
| Account 53320 - Advertising Totals 2 | | | | | | \$1,143.66 |
| Account 53990 - Other Services and Charges | | | | | | |
| 203 - Indiana University | 78629367 | 12-Human Resources- Jessica Mao | Paid by Check # 68758 | 11/20/2018 | 11/30/2018 | 687.50 |
| Account 53990 - Other Services and Charges Totals 1 | | | | | | \$687.50 |
| Program 120000 - Main Totals 3 | | | | | | \$1,831.16 |
| Department 12 - Human Resources Totals 3 | | | | | | \$1,831.16 |
| Department 13 - Planning | | | | | | |
| Program 130000 - Main | | | | | | |
| Account 52420 - Other Supplies | | | | | | |
| 53442 - Paragon Micro, INC | 845602-A | 13 - P&T Portion of Dell computer, dock, and | Paid by EFT # 26351 | 11/20/2018 | 11/30/2018 | 799.98 |
| 53442 - Paragon Micro, INC | 847231 | 13 - 2 Dell LED Monitors | Paid by EFT # 26351 | 11/20/2018 | 11/30/2018 | 299.98 |
| Account 52420 - Other Supplies Totals 2 | | | | | | \$1,099.96 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

Account 53310 - Printing

| | | | | | | |
|--|------|----------------------------------|------------------------|------------|------------|----------|
| 5247 - Robert Hudson (Graphic Visions) | 4833 | 13 - Partial Demo & Zoning Signs | Paid by EFT # 26289 | 11/20/2018 | 11/30/2018 | 950.00 |
| Account 53310 - Printing Totals | | | | | | 1 |
| | | | | | | \$950.00 |

Account 53320 - Advertising

| | | | | | | |
|------------------------------------|---------|---|------------------------|------------|------------|----------|
| 6100 - Boxwood Technology, INC | 3302599 | 13 - Traffic Engineer Job Posting on National ITE | Paid by EFT # 26234 | 11/20/2018 | 11/30/2018 | 295.00 |
| Account 53320 - Advertising Totals | | | | | | 1 |
| | | | | | | \$295.00 |

Account 53910 - Dues and Subscriptions

| | | | | | | |
|---|--------------|--|--------------------------|------------|------------|----------|
| 4442 - American Planning Association | 284265-18107 | 13 - APA Membership Dues B. Rosenbarger | Paid by Check # 68747 | 11/20/2018 | 11/30/2018 | 399.00 |
| 323 - Hoosier Times, INC | 466286-2019 | 13 - Annual Subscription Renewal-11/25/18- | Paid by EFT # 26283 | 11/20/2018 | 11/30/2018 | 228.25 |
| Account 53910 - Dues and Subscriptions Totals | | | | | | 2 |
| | | | | | | \$627.25 |

Account 53940 - Temporary Contractual Employee

| | | | | | | |
|---|----------|---|--------------------------|------------|------------|------------|
| 203 - Indiana University | 78630692 | 13-Planning Fellows- K Corcoran & J Rivera- | Paid by Check # 68758 | 11/20/2018 | 11/30/2018 | 1,325.00 |
| Account 53940 - Temporary Contractual Employee Totals | | | | | | 1 |
| | | | | | | \$1,325.00 |
| Program 130000 - Main Totals | | | | | | 7 |
| | | | | | | \$4,297.21 |
| Department 13 - Planning Totals | | | | | | 7 |
| | | | | | | \$4,297.21 |

Department 19 - Facilities Maintenance

Program 190000 - Main

Account 52310 - Building Materials and Supplies

| | | | | | | |
|--|--------|---|------------------------|------------|------------|----------|
| 409 - Black Lumber Co. INC | 382439 | 19-City Hall-SS toilet conn, toilet tank handle | Paid by EFT # 26228 | 11/20/2018 | 11/30/2018 | 10.48 |
| 409 - Black Lumber Co. INC | 383149 | 19-City Hall-ceiling tiles | Paid by EFT # 26228 | 11/20/2018 | 11/30/2018 | 49.99 |
| 394 - Kleindorfer Hardware & Variety | 635404 | 19-box of light bulbs | Paid by EFT # 26314 | 11/20/2018 | 11/30/2018 | 7.99 |
| 394 - Kleindorfer Hardware & Variety | 635752 | 19-2 boxes of chalk sticks | Paid by EFT # 26314 | 11/20/2018 | 11/30/2018 | 1.78 |
| 394 - Kleindorfer Hardware & Variety | 633126 | 19-knife sharpener, bits, flapper | Paid by EFT # 26314 | 11/20/2018 | 11/30/2018 | 36.59 |
| Account 52310 - Building Materials and Supplies Totals | | | | | | 5 |
| | | | | | | \$106.83 |

Account 53510 - Electrical Services

| | | | | | | |
|--|---------------|---|--------------------------|------------|------------|------------|
| 223 - Duke Energy | FACSUM-111218 | 19-CH/off site facilities- electric summary bill-bill | Paid by Check # 68744 | 11/19/2018 | 11/19/2018 | 4,776.87 |
| Account 53510 - Electrical Services Totals | | | | | | 1 |
| | | | | | | \$4,776.87 |

Account 53610 - Building Repairs

| | | | | | | |
|-------------------------|--------|---|------------------------|------------|------------|--------|
| 321 - Harrell Fish, INC | W40873 | 19-City Hall-1st Floor Womens Restroom-N. | Paid by EFT # 26278 | 11/20/2018 | 11/30/2018 | 160.02 |
|-------------------------|--------|---|------------------------|------------|------------|--------|



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | | |
|--|------------------|---|---------------------|------------|------------|-------------|
| 321 - Harrell Fish, INC | W40874 | 19-City Hall-repair & test backflow | Paid by EFT # 26278 | 11/20/2018 | 11/30/2018 | 2,324.69 |
| 321 - Harrell Fish, INC | W40875 | 19-City Hall-replace condenser coil in unit | Paid by EFT # 26278 | 11/20/2018 | 11/30/2018 | 2,453.41 |
| 321 - Harrell Fish, INC | W40942 | 19-CH-repaired units | Paid by EFT # 26278 | 11/20/2018 | 11/30/2018 | 2,959.49 |
| 321 - Harrell Fish, INC | C002963 | 2.1F/2.21D/2.20/2.16/HP 19-City Hall-quarterly PM contract-May 2018 | Paid by EFT # 26278 | 11/20/2018 | 11/30/2018 | 1,910.66 |
| 321 - Harrell Fish, INC | C003730 | 19-City Hall-quarterly PM contract-November 2018 | Paid by EFT # 26278 | 11/20/2018 | 11/30/2018 | 1,910.66 |
| 321 - Harrell Fish, INC | W40941 | 19-City Hall-repair units | Paid by EFT # 26278 | 11/20/2018 | 11/30/2018 | 1,661.71 |
| 7402 - Nature's Way, INC | 42371 | 1.1B/1.1D/2.16/1.09 19-City Hall-monthly, November 2018, plant | Paid by EFT # 26339 | 11/20/2018 | 11/30/2018 | 336.60 |
| Account 53610 - Building Repairs Totals 8 | | | | | | \$13,717.24 |
| Account 53650 - Other Repairs | | | | | | |
| 6688 - SSW Enterprises, LLC (Office Pride) | CITYNATL01181114 | 19-CH/Off Site Fac.- November 2018 cleaning | Paid by EFT # 26378 | 11/20/2018 | 11/30/2018 | 18,623.89 |
| Account 53650 - Other Repairs Totals 1 | | | | | | \$18,623.89 |
| Program 190000 - Main Totals 15 | | | | | | \$37,224.83 |
| Department 19 - Facilities Maintenance Totals 15 | | | | | | \$37,224.83 |
| Department 28 - ITS | | | | | | |
| Program 280000 - Main | | | | | | |
| Account 52110 - Office Supplies | | | | | | |
| 6530 - Office Depot, INC | 227535284001 | 28-Copier Paper | Paid by EFT # 26344 | 11/20/2018 | 11/30/2018 | 174.16 |
| 6530 - Office Depot, INC | 224727854001 | 28-Copier Paper | Paid by EFT # 26344 | 11/20/2018 | 11/30/2018 | 804.60 |
| Account 52110 - Office Supplies Totals 2 | | | | | | \$978.76 |
| Account 52420 - Other Supplies | | | | | | |
| 798 - Winters Associates Promotional Products, INC | 112246 | 28-Retractable Badge Reel w/Logo-300 | Paid by EFT # 26407 | 11/20/2018 | 11/30/2018 | 405.43 |
| Account 52420 - Other Supplies Totals 1 | | | | | | \$405.43 |
| Account 53230 - Travel | | | | | | |
| 6113 - Robert A White | CybTechCon-10/18 | 28-parking reimb. Cyber Tech Midwest Conf-Indy- | Paid by EFT # 26404 | 11/20/2018 | 11/30/2018 | 44.00 |
| Account 53230 - Travel Totals 1 | | | | | | \$44.00 |
| Account 53640 - Hardware and Software Maintenance | | | | | | |
| 53442 - Paragon Micro, INC | 845862 | 28-VMware Support and Subscription | Paid by EFT # 26351 | 11/20/2018 | 11/30/2018 | 7,522.75 |
| 3989 - Ricoh USA, INC | 5054842377 | 28-CH/off site facilities-copier maint-9/17- | Paid by EFT # 26363 | 11/20/2018 | 11/30/2018 | 2,626.24 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | |
|--|-----------|---|------------|--------------|
| Account 53640 - Hardware and Software Maintenance Totals | | 2 | | \$10,148.99 |
| Program 280000 - Main Totals | | 6 | | \$11,577.18 |
| Department 28 - ITS Totals | | 6 | | \$11,577.18 |
| Fund 101 - General Fund (S0101) Totals | | 109 | | \$109,761.38 |
| Fund 103 - Restricted Donations | | | | |
| Department 06 - Controller's Office | | | | |
| Program 400101 - Animal Medical Services | | | | |
| Account 53130 - Medical | | | | |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 109707 | 01-spay/neuter surgeries- Paid by EFT # | 11/20/2018 | 11/30/2018 |
| | | 11/9-11/13/18 26370 | | 877.86 |
| | | Account 53130 - Medical Totals | 1 | \$877.86 |
| | | Program 400101 - Animal Medical Services Totals | 1 | \$877.86 |
| Program 400401 - Sustainability | | | | |
| Account 53990 - Other Services and Charges | | | | |
| 6515 - Green Camino, INC | 1016 | 04 - Service Agreement - Paid by EFT # | 11/20/2018 | 11/30/2018 |
| | | compost collection 26276 | | 80.00 |
| | | Account 53990 - Other Services and Charges Totals | 1 | \$80.00 |
| | | Program 400401 - Sustainability Totals | 1 | \$80.00 |
| Program 400402 - Energy Data | | | | |
| Account 53990 - Other Services and Charges | | | | |
| 3823 - Nolan Hunt Hendon | 11-7-2018 | 04 - Reimbursement for Paid by EFT # | 11/20/2018 | 11/30/2018 |
| | | payment of Go Daddy 26279 | | 95.88 |
| | | Account 53990 - Other Services and Charges Totals | 1 | \$95.88 |
| | | Program 400402 - Energy Data Totals | 1 | \$95.88 |
| | | Department 06 - Controller's Office Totals | 3 | \$1,053.74 |
| | | Fund 103 - Restricted Donations Totals | 3 | \$1,053.74 |
| Fund 249 - Grants Non Approp | | | | |
| Department 04 - Economic & Sustainable Dev | | | | |
| Program G18007 - 2018 Community Engagement | | | | |
| Account 53990 - Other Services and Charges | | | | |
| 1890 - Samuel H Bartlett | 11-8-2018 | 04 - Stop & StART Traffic Paid by EFT # | 11/20/2018 | 11/30/2018 |
| | | Box painting - Kleindorfer 26223 | | 300.00 |
| | | Account 53990 - Other Services and Charges Totals | 1 | \$300.00 |
| | | Program G18007 - 2018 Community Engagement Totals | 1 | \$300.00 |
| | | Department 04 - Economic & Sustainable Dev Totals | 1 | \$300.00 |
| | | Fund 249 - Grants Non Approp Totals | 1 | \$300.00 |
| Fund 270 - CC Jack Hopkins NR17-42 (S0011) | | | | |
| Department 05 - Common Council | | | | |
| Program 050000 - Main | | | | |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

Account 53960 - Grants

| | | | | | | |
|---|-------------------|--|---------------------|------------|------------|-----------|
| 2002 - Boys & Girls Club Of Bloomington, INC | Expenses- 11/6/18 | 15-JH18 Grant-bleachers, tables, cubicles, stools, | Paid by EFT # 26235 | 11/20/2018 | 11/30/2018 | 27,000.00 |
| 20872 - Catholic Charities Social Services | TIC Program | 15-JH18 Grant-therapeutic hours 7/18 | Paid by EFT # 26241 | 11/20/2018 | 11/30/2018 | 5,265.00 |
| 6557 - Hoosiers Feeding the Hungry, INC | HFH-10/31/18 | 15-JH18 Grant-Hoosiers Feeding the Hungry | Paid by EFT # 26286 | 11/20/2018 | 11/30/2018 | 2,700.00 |
| 3164 - New Hope Family Shelter INC | Billing-7/30/18 | 15-JH18 Grant-purchase of 2018 Suburban vehicle- | Paid by EFT # 26340 | 11/20/2018 | 11/30/2018 | 25,000.00 |
| 12443 - Volunteers In Medicine Clinic Of Monroe County, INC | JH-9 | 15-JH18-Bioreference lab bill for October 2018 | Paid by EFT # 26400 | 11/20/2018 | 11/30/2018 | 2,482.02 |

Account 53960 - Grants Totals 5 \$62,447.02

Program 050000 - Main Totals 5 \$62,447.02

Department 05 - Common Council Totals 5 \$62,447.02

Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals 5 \$62,447.02

Fund 312 - Community Services

Department 09 - CFRD

Program 090014 - Latino Programs

Account 53990 - Other Services and Charges

| | | | | | | |
|--|-----------|--|-----------------------|------------|------------|-------|
| 205 - City Of Bloomington | 1818-SE21 | 09-application fee for Latino program Movie in | Paid by Check # 68748 | 11/20/2018 | 11/30/2018 | 25.00 |
| 8002 - Safeguard Business Systems, INC | 033066252 | 09-Fiesta del Otono--32 x 38 colorplast sign | Paid by EFT # 26366 | 11/20/2018 | 11/30/2018 | 42.50 |

Account 53990 - Other Services and Charges Totals 2 \$67.50

Program 090014 - Latino Programs Totals 2 \$67.50

Program 090021 - Children & Youths

Account 52420 - Other Supplies

| | | | | | | |
|-------------------------------------|--------|----------------------------------|-----------------------|------------|------------|-------|
| 4549 - Kroger Limited Partnership I | 455185 | 09-CSCY Teen Roundtable supplies | Paid by Check # 68761 | 11/20/2018 | 11/30/2018 | 31.20 |
| 4549 - Kroger Limited Partnership I | 426883 | 09-Food and refreshments for | Paid by Check # 68761 | 11/20/2018 | 11/30/2018 | 40.80 |

Account 52420 - Other Supplies Totals 2 \$72.00

Program 090021 - Children & Youths Totals 2 \$72.00

Department 09 - CFRD Totals 4 \$139.50

Fund 312 - Community Services Totals 4 \$139.50

Fund 401 - Non-Reverting Telecom (S1146)

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 53170 - Mgt. Fee, Consultants, and Workshops

| | | | | | | |
|-------------------------------|---------------|--|---------------------|------------|------------|----------|
| 5534 - Presidio Holdings, INC | 6023418007506 | 28-Fixed Fee for Presidio Employee Labor-fixed | Paid by EFT # 26355 | 11/20/2018 | 11/30/2018 | 4,125.00 |
|-------------------------------|---------------|--|---------------------|------------|------------|----------|



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

Account **53640 - Hardware and Software Maintenance**
13482 - Northern Lights Locating & Inspection, 9846
INC

| | | |
|--|---------------------|--------------------------------|
| Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | 1 | \$4,125.00 |
| 28-BDU Line Locate Oct. 2018 | Paid by EFT # 26342 | 11/20/2018 11/30/2018 2,500.00 |
| Account 53640 - Hardware and Software Maintenance Totals | 1 | \$2,500.00 |

Account **54450 - Equipment**

| | | | | | | |
|---|--------|-------------------------------------|---------------------|------------|------------|---------------|
| 53442 - Paragon Micro, INC | 845602 | 28-Capital Replacement- ITS portion | Paid by EFT # 26351 | 11/20/2018 | 11/30/2018 | 954.99 |
| 53442 - Paragon Micro, INC | 845538 | 28-Capital Replacement Laptop | Paid by EFT # 26351 | 11/20/2018 | 11/30/2018 | 1,524.98 |
| 53442 - Paragon Micro, INC | 845535 | 28-Capital Replacement Laptops-5 | Paid by EFT # 26351 | 11/20/2018 | 11/30/2018 | 8,774.85 |
| Account 54450 - Equipment Totals | | | | | | 3 \$11,254.82 |
| Program 254000 - Infrastructure Totals | | | | | | 5 \$17,879.82 |

Program **256000 - Services**

Account **53150 - Communications Contract**

| | | | | | | |
|---|------------------|--|-----------------------|------------|------------|---------------|
| 4170 - Comcast Cable Communications, INC | 3940NKNSR-110818 | 28-3940 N Kinser Pike-business services 11/21- | Paid by Check # 68741 | 11/19/2018 | 11/19/2018 | 115.99 |
| 203 - Indiana University | 78460294 | 28-Fire Station #3 Special Circuit-October | Paid by Check # 68758 | 11/20/2018 | 11/30/2018 | 65.00 |
| Account 53150 - Communications Contract Totals | | | | | | 2 \$180.99 |
| Program 256000 - Services Totals | | | | | | 2 \$180.99 |
| Department 25 - Telecommunications Totals | | | | | | 7 \$18,060.81 |
| Fund 401 - Non-Reverting Telecom (\$1146) Totals | | | | | | 7 \$18,060.81 |

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

Department **20 - Street**

Program **200000 - Main**

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

| | | | | | | |
|--|----------|---|---------------------|------------|------------|--------------|
| 334 - Irving Materials, INC | 10629508 | 20-1105 E. Allendale- Class A Stone Ash-3.5 cy- | Paid by EFT # 26302 | 11/20/2018 | 11/30/2018 | 355.25 |
| 334 - Irving Materials, INC | 10639951 | 20-730 W. Howe-Class A Stone-6 cy-10/30/18 | Paid by EFT # 26302 | 11/20/2018 | 11/30/2018 | 609.00 |
| 19278 - Milestone Contractors, LP | 121070 | 20-Fee Lane-170.78 tons- 10/5/18 | Paid by EFT # 26332 | 11/20/2018 | 11/30/2018 | 671.14 |
| 19278 - Milestone Contractors, LP | 121080 | 20-14th/Monroe/cold mix- 84.31 tons-10/24/18 | Paid by EFT # 26332 | 11/20/2018 | 11/30/2018 | 4,328.86 |
| Account 52330 - Street , Alley, and Sewer Material Totals | | | | | | 4 \$5,964.25 |

Account **52340 - Other Repairs and Maintenance**

| | | | | | | |
|---|--------|--|---------------------|------------|------------|--------------|
| 51864 - Flint Trading, INC | 228738 | 20-Pavement Marking Material-RXR kit, Ltrs | Paid by EFT # 26268 | 11/20/2018 | 11/30/2018 | 1,396.56 |
| Account 52340 - Other Repairs and Maintenance Totals | | | | | | 1 \$1,396.56 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

Account 52420 - Other Supplies

| | | | | | | |
|--|-------------|--|---------------------|------------|------------|------------------|
| 409 - Black Lumber Co. INC | 383929 | 20-#444-large spring snap, turnbuckles | Paid by EFT # 26228 | 11/20/2018 | 11/30/2018 | 26.96 |
| 409 - Black Lumber Co. INC | 383863 | 20-#463 & #446-50' highlighter green-2 | Paid by EFT # 26228 | 11/20/2018 | 11/30/2018 | 59.94 |
| 409 - Black Lumber Co. INC | 383868 | 20-8pk duracell alk AAA battery-5 | Paid by EFT # 26228 | 11/20/2018 | 11/30/2018 | 44.95 |
| 409 - Black Lumber Co. INC | 383824 | 20-12-3 25' highlighter green-1 | Paid by EFT # 26228 | 11/20/2018 | 11/30/2018 | 17.97 |
| 409 - Black Lumber Co. INC | 383103 | 20-leafing 2019-2x4-12 construction lumber | Paid by EFT # 26228 | 11/20/2018 | 11/30/2018 | 25.96 |
| 409 - Black Lumber Co. INC | 383802 | 20-25' & 50' highlighter green, hardware | Paid by EFT # 26228 | 11/20/2018 | 11/30/2018 | 52.03 |
| 11243 - Core & Main, LP | J707315 | 20-Husqvarna walk behind saw-11/2/18 | Paid by EFT # 26248 | 11/20/2018 | 11/30/2018 | 4,452.04 |
| 313 - Fastenal Company | INBLM209003 | 20-earplugs, gloves, spray paint-11/1/18 | Paid by EFT # 26265 | 11/20/2018 | 11/30/2018 | 51.29 |
| 313 - Fastenal Company | INBLM209088 | 20-gloves, earplugs-11/8/18 | Paid by EFT # 26265 | 11/20/2018 | 11/30/2018 | 52.07 |
| 908 - JB Salvage (Westside Auto Parts) | 2979 | 20-Angle iron/plate for repair on N. Madison | Paid by EFT # 26307 | 11/20/2018 | 11/30/2018 | 182.75 |
| 394 - Kleindorfer Hardware & Variety | 633124 | 20-8 ponchos, 3 jackets | Paid by EFT # 26314 | 11/20/2018 | 11/30/2018 | 110.89 |
| 786 - Richard's Small Engine, INC | 323235 | 20-Concrete saw supplies for concrete crew | Paid by EFT # 26362 | 11/20/2018 | 11/30/2018 | 92.38 |
| Account 52420 - Other Supplies Totals 12 | | | | | | <hr/> \$5,169.23 |

Account 52430 - Uniforms and Tools

| | | | | | | |
|---|--------|---|---------------------|------------|------------|----------------|
| 6262 - Koenig Equipment, INC | P05754 | 20-Stihl Handheld Blower & oil mix-leafing 2018 | Paid by EFT # 26315 | 11/20/2018 | 11/30/2018 | 199.23 |
| Account 52430 - Uniforms and Tools Totals 1 | | | | | | <hr/> \$199.23 |

Account 53130 - Medical

| | | | | | | |
|--|-------------|---|---------------------|------------|------------|----------------|
| 231 - Indiana University Health Bloomington, INC | 00082914-00 | 20-R. Arthur-drug screen DOT 5 Panel E screen | Paid by EFT # 26297 | 11/20/2018 | 11/30/2018 | 45.00 |
| 231 - Indiana University Health Bloomington, INC | 00082922-00 | 20-R. Payton-drug screen DOT 5 Panel E screen | Paid by EFT # 26297 | 11/20/2018 | 11/30/2018 | 45.00 |
| 231 - Indiana University Health Bloomington, INC | 00082923-00 | 20-C. Rains-drug screen DOT 5 Panel E screen | Paid by EFT # 26297 | 11/20/2018 | 11/30/2018 | 45.00 |
| Account 53130 - Medical Totals 3 | | | | | | <hr/> \$135.00 |

Account 53220 - Postage

| | | | | | | |
|---|------|--|---------------------|------------|------------|------------------|
| 5387 - Creative Graphics, INC (dba Baugh Enterprises) | 5475 | 20-print/prepare & mail 2018 leaf cards-15,500 | Paid by EFT # 26252 | 11/20/2018 | 11/30/2018 | 2,649.66 |
| Account 53220 - Postage Totals 1 | | | | | | <hr/> \$2,649.66 |

Account 53250 - Pagery



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | | |
|--|------------------|--|-----------------------|------------|------------|-------------------|
| 332 - Indiana Paging Network, INC | 13739709 | 20-Pagers for Snow Control-Dec 2018 | Paid by EFT # 26294 | 11/20/2018 | 11/30/2018 | 86.76 |
| Account 53250 - Pagers Totals 1 | | | | | | <u>\$86.76</u> |
| Account 53310 - Printing | | | | | | |
| 5387 - Creative Graphics, INC (dba Baugh Enterprises) | 5475 | 20-print/prepare & mail 2018 leaf cards-15,500 | Paid by EFT # 26252 | 11/20/2018 | 11/30/2018 | 1,361.00 |
| Account 53310 - Printing Totals 1 | | | | | | <u>\$1,361.00</u> |
| Account 53510 - Electrical Services | | | | | | |
| 223 - Duke Energy | FACSUM-111218 | 19-CH/off site facilities-electric summary bill-bill | Paid by Check # 68744 | 11/19/2018 | 11/19/2018 | 327.98 |
| Account 53510 - Electrical Services Totals 1 | | | | | | <u>\$327.98</u> |
| Account 53530 - Water and Sewer | | | | | | |
| 208 - City Of Bloomington Utilities | 200669-008112718 | 20-Water & Sewer Services | Paid by Check # 68785 | 11/19/2018 | 11/19/2018 | 41.84 |
| 208 - City Of Bloomington Utilities | 16073-002112718 | 20-Water & Sewer Services | Paid by Check # 68784 | 11/19/2018 | 11/19/2018 | 150.51 |
| Account 53530 - Water and Sewer Totals 2 | | | | | | <u>\$192.35</u> |
| Account 53540 - Natural Gas | | | | | | |
| 222 - Vectren | 2152418247110918 | 20-Natural Gas Services | Paid by Check # 68787 | 11/19/2018 | 11/19/2018 | 194.55 |
| 222 - Vectren | 2152414143112618 | 20-Natural Gas Services | Paid by Check # 68786 | 11/19/2018 | 11/19/2018 | 135.78 |
| Account 53540 - Natural Gas Totals 2 | | | | | | <u>\$330.33</u> |
| Account 53630 - Machinery and Equipment Repairs | | | | | | |
| 4845 - RPM Machinery, LLC | P30774 | 20-Thermostat for tac oil wagon | Paid by EFT # 26365 | 11/20/2018 | 11/30/2018 | 137.00 |
| Account 53630 - Machinery and Equipment Repairs Totals 1 | | | | | | <u>\$137.00</u> |
| Account 53920 - Laundry and Other Sanitation Services | | | | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 1823656873 | 20-uniform rental (minus payroll ded)-11/7/18 | Paid by EFT # 26219 | 11/20/2018 | 11/30/2018 | 19.65 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 1823665717 | 20-uniform rental (minus payroll ded)-11/14/18 | Paid by EFT # 26219 | 11/20/2018 | 11/30/2018 | 22.15 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 1823656874 | 20-mat/towel services-11/7/18 | Paid by EFT # 26219 | 11/20/2018 | 11/30/2018 | 27.43 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 1823665718 | 20-mat/towel services-11/14/18 | Paid by EFT # 26219 | 11/20/2018 | 11/30/2018 | 27.43 |
| Account 53920 - Laundry and Other Sanitation Services Totals 4 | | | | | | <u>\$96.66</u> |
| Account 53950 - Landfill | | | | | | |
| 10330 - Kevin R Huntley (Green Earth Recycling & Compost) | 552 | 20-14 loads brush-9/11-9/26/18 | Paid by EFT # 26290 | 11/20/2018 | 11/30/2018 | 280.00 |
| Account 53950 - Landfill Totals 1 | | | | | | <u>\$280.00</u> |
| Account 53990 - Other Services and Charges | | | | | | |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | | |
|---|------------------|--|--|------------|------------|-------------|
| 902 - Indiana Underground Plant Protection Service, INC | 73952 | 20-811 call before you dig tickets-September | Paid by EFT # 26296 | 11/20/2018 | 11/30/2018 | 722.00 |
| 6152 - K&S Rolloff, INC | 39722 | 20-hauling fees-sweeper dump-10/22 & 10/25/18- | Paid by EFT # 26310 | 11/20/2018 | 11/30/2018 | 450.00 |
| 3472 - Lucity, INC | 62552-6 | 20-Proj.-Transmap Data conversion-addendum #1 | Paid by EFT # 26326 | 11/20/2018 | 11/30/2018 | 468.75 |
| | | | Account 53990 - Other Services and Charges Totals | 3 | | \$1,640.75 |
| | | | Program 200000 - Main Totals | 38 | | \$19,966.76 |
| | | | Department 20 - Street Totals | 38 | | \$19,966.76 |
| | | | Fund 451 - Motor Vehicle Highway(S0708) Totals | 38 | | \$19,966.76 |
| Fund 452 - Parking Facilities(S9502) | | | | | | |
| Department 26 - Parking | | | | | | |
| Program 260000 - Main | | | | | | |
| Account 43160 - Lot/Garage Leases - Annual | | | | | | |
| Greg Adams | REFUND-ADAMSGREG | 02-parking garage permit refund-October 2018 | Paid by Check # 68773 | 11/20/2018 | 11/30/2018 | 67.00 |
| KelLee Adams | REFUND-ADAMSKELL | 02-refund pkg garage permit \$-October 2018 | Paid by Check # 68774 | 11/20/2018 | 11/30/2018 | 67.00 |
| | | | Account 43160 - Lot/Garage Leases - Annual Totals | 2 | | \$134.00 |
| Account 52340 - Other Repairs and Maintenance | | | | | | |
| 3397 - Evens Time, INC | 63497 | 02-Pkg Garages-Maintenance Agreement | Paid by EFT # 26263 | 11/20/2018 | 11/30/2018 | 2,693.92 |
| | | | Account 52340 - Other Repairs and Maintenance Totals | 1 | | \$2,693.92 |
| Account 52430 - Uniforms and Tools | | | | | | |
| 3588 - Cintas Corporation (Cintas #529 EFT Vendor) | 1900301440 | 02-Pkg Garage-new & replacement uniforms | Paid by EFT # 26244 | 11/20/2018 | 11/30/2018 | 615.78 |
| 3588 - Cintas Corporation (Cintas #529 EFT Vendor) | 1900311891 | 02-Pkg Garages-Uniform Replacement | Paid by EFT # 26244 | 11/20/2018 | 11/30/2018 | 35.46 |
| | | | Account 52430 - Uniforms and Tools Totals | 2 | | \$651.24 |
| Account 53210 - Telephone | | | | | | |
| 1079 - AT&T | 812334979011-18 | 02-Pkg Garages-phone charges 10/08-11/07/18- | Paid by Check # 68737 | 11/19/2018 | 11/19/2018 | 402.98 |
| | | | Account 53210 - Telephone Totals | 1 | | \$402.98 |
| Account 53510 - Electrical Services | | | | | | |
| 223 - Duke Energy | FACSUM-111218 | 19-CH/off site facilities-electric summary bill-bill | Paid by Check # 68744 | 11/19/2018 | 11/19/2018 | 4,562.85 |
| | | | Account 53510 - Electrical Services Totals | 1 | | \$4,562.85 |
| Account 53610 - Building Repairs | | | | | | |
| 227 - Otis Elevator Company | CBN15758001 | 02-4th St Garage-elevator repair-10/18/18 | Paid by EFT # 26348 | 11/20/2018 | 11/30/2018 | 414.80 |
| | | | Account 53610 - Building Repairs Totals | 1 | | \$414.80 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

Account 53650 - Other Repairs

| | | | | | | |
|-----------------------|---------------------|---|------------------------|------------|------------|----------|
| 6378 - ANN-KRISS, LLC | MRTN-11/06/18A | 02-Morton St Garage- balance stairwell painting | Paid by EFT # 26217 | 11/20/2018 | 11/30/2018 | 3,665.22 |
| 6378 - ANN-KRISS, LLC | MORTON- 11/6/18B | 02-Morton St Garage-SE stairwell-installation of | Paid by EFT # 26217 | 11/20/2018 | 11/30/2018 | 7,741.20 |

Account 53650 - Other Repairs Totals 2 \$11,406.42

Program 260000 - Main Totals 10 \$20,266.21

Department 26 - Parking Totals 10 \$20,266.21

Fund 452 - Parking Facilities(S9502) Totals 10 \$20,266.21

Fund 454 - Alternative Transport(S6301)

Department 02 - Public Works

Program 020000 - Main

Account 46060 - Other Violations

| | | | | | | |
|-----------------|----------------------|---|--------------------------|------------|------------|-------|
| Sean Burdette | REFUND- BURDETTE | 14-refund overpayment pkg citation #A1700607 | Paid by Check # 68775 | 11/20/2018 | 11/30/2018 | 40.00 |
| William H. Hays | REFUND- HAYS&KERN | 14-refund overpayment pkg citation | Paid by Check # 68780 | 11/20/2018 | 11/30/2018 | 40.00 |

Account 46060 - Other Violations Totals 2 \$80.00

Account 52420 - Other Supplies

| | | | | | | |
|--|-------|-------------------------------|------------------------|------------|------------|-------|
| 9523 - Freedom Business Solutions, LLC | 10688 | 06- Customer Service toner | Paid by EFT # 26271 | 11/20/2018 | 11/30/2018 | 67.50 |
|--|-------|-------------------------------|------------------------|------------|------------|-------|

Account 52420 - Other Supplies Totals 1 \$67.50

Program 020000 - Main Totals 3 \$147.50

Department 02 - Public Works Totals 3 \$147.50

Fund 454 - Alternative Transport(S6301) Totals 3 \$147.50

Fund 519 - 2016 GO Bonds Bond #2 (S0182)

Department 06 - Controller's Office

Program 060000 - Main

Account 53830 - Bank Charges

| | | | | | | |
|-------------------------------------|------|---|------------------------|------------|------------|--------|
| 5232 - The Huntington National Bank | 8484 | 06-Annual Administration Fees 12-15-18 to 12-14- | Paid by EFT # 26391 | 11/20/2018 | 11/30/2018 | 500.00 |
| 5232 - The Huntington National Bank | 8483 | 06-Annual Administration Fees 12-15-18 to 12-14- | Paid by EFT # 26391 | 11/20/2018 | 11/30/2018 | 500.00 |
| 5232 - The Huntington National Bank | 8485 | 06-Annual Administration Fees 12-15-18 to 12-14- | Paid by EFT # 26391 | 11/20/2018 | 11/30/2018 | 500.00 |
| 5232 - The Huntington National Bank | 8486 | 06-Annual Administration Fees 12-15-18 to 12-14- | Paid by EFT # 26391 | 11/20/2018 | 11/30/2018 | 500.00 |
| 5232 - The Huntington National Bank | 8487 | 06-Annual Administration Fees 12-15-18 to 12-14- | Paid by EFT # 26391 | 11/20/2018 | 11/30/2018 | 500.00 |
| 5232 - The Huntington National Bank | 8488 | 06-Annual Administration Fees 12-15-18 to 12-14- | Paid by EFT # 26391 | 11/20/2018 | 11/30/2018 | 500.00 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | |
|--|--------|--|------------|------------|------------|
| 5232 - The Huntington National Bank | 8489 | 06-Annual Administration Paid by EFT # | 11/20/2018 | 11/30/2018 | 500.00 |
| | | Fees 12-15-18 to 12-14- 26391 | | | |
| 5232 - The Huntington National Bank | 8490 | 06-Annual Administration Paid by EFT # | 11/20/2018 | 11/30/2018 | 500.00 |
| | | Fees 12-15-18 to 12-14- 26391 | | | |
| Account 53830 - Bank Charges Totals | | | | | 8 |
| | | | | | \$4,000.00 |
| Program 060000 - Main Totals | | | | | 8 |
| | | | | | \$4,000.00 |
| Department 06 - Controller's Office Totals | | | | | 8 |
| | | | | | \$4,000.00 |
| Fund 519 - 2016 GO Bonds Bond #2 (S0182) Totals | | | | | 8 |
| | | | | | \$4,000.00 |
| Fund 520 - 2016 Parks GO Bond #3 (S0183) | | | | | |
| Department 06 - Controller's Office | | | | | |
| Program 060000 - Main | | | | | |
| Account 53830 - Bank Charges | | | | | |
| 5232 - The Huntington National Bank | 8491 | 18-Annual Admin Fees 12-Paid by EFT # | 11/20/2018 | 11/30/2018 | 500.00 |
| | | 1-18 to 11-30-19 2016A 26391 | | | |
| 5232 - The Huntington National Bank | 8492 | 18-Annual Admin Fees 12-Paid by EFT # | 11/20/2018 | 11/30/2018 | 500.00 |
| | | 1-18 to 11-30-19 2016A 26391 | | | |
| 5232 - The Huntington National Bank | 8481 | 18-Annual Admin Fees 12-Paid by EFT # | 11/20/2018 | 11/30/2018 | 500.00 |
| | | 1-18 to 11-30-19 2016A 26391 | | | |
| 5232 - The Huntington National Bank | 8493 | 18-Annual Admin Fees 12-Paid by EFT # | 11/20/2018 | 11/30/2018 | 500.00 |
| | | 1-18 to 11-30-19 2016A 26391 | | | |
| 5232 - The Huntington National Bank | 8494 | 18-Annual Admin Fees 12-Paid by EFT # | 11/20/2018 | 11/30/2018 | 500.00 |
| | | 1-18 to 11-30-19 2016A 26391 | | | |
| Account 53830 - Bank Charges Totals | | | | | 5 |
| | | | | | \$2,500.00 |
| Program 060000 - Main Totals | | | | | 5 |
| | | | | | \$2,500.00 |
| Department 06 - Controller's Office Totals | | | | | 5 |
| | | | | | \$2,500.00 |
| Fund 520 - 2016 Parks GO Bond #3 (S0183) Totals | | | | | 5 |
| | | | | | \$2,500.00 |
| Fund 600 - Cum Cap Improvement (CIG)(S2379) | | | | | |
| Department 02 - Public Works | | | | | |
| Program 020000 - Main | | | | | |
| Account 52330 - Street , Alley, and Sewer Material | | | | | |
| 19278 - Milestone Contractors, LP | 121069 | 20-Surface-Weimer Paid by EFT # | 11/20/2018 | 11/30/2018 | 10,255.70 |
| | | Rd/patching-326.99 tons- 26332 | | | |
| 19278 - Milestone Contractors, LP | 121076 | 20-Renwick/Twin Paid by EFT # | 11/20/2018 | 11/30/2018 | 22,344.19 |
| | | Oaks/patching-522.19 26332 | | | |
| 19278 - Milestone Contractors, LP | 121073 | 20- Paid by EFT # | 11/20/2018 | 11/30/2018 | 4,891.33 |
| | | Pierson/Elliston/patching- 26332 | | | |
| 19278 - Milestone Contractors, LP | 121071 | 20-10th/Walnut Paid by EFT # | 11/20/2018 | 11/30/2018 | 3,092.91 |
| | | Grove/13th/Fee/alley/pat 26332 | | | |
| 19278 - Milestone Contractors, LP | 121070 | 20-Fee Lane-170.78 tons- Paid by EFT # | 11/20/2018 | 11/30/2018 | 6,646.79 |
| | | 10/5/18 26332 | | | |
| 19278 - Milestone Contractors, LP | 121080 | 20-14th/Monroe/cold mix- Paid by EFT # | 11/20/2018 | 11/30/2018 | 1,276.10 |
| | | 84.31 tons-10/24/18 26332 | | | |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | | |
|---|---------------|--|--------------------------|------------|------------|-------------|
| 19278 - Milestone Contractors, LP | 121077 | 20-Twin Oaks/patching- 12.95 tons-10/22- | Paid by EFT # 26332 | 11/20/2018 | 11/30/2018 | 554.91 |
| 19278 - Milestone Contractors, LP | 121066 | 20-surface-stock-3.06 tons-10/1/18 | Paid by EFT # 26332 | 11/20/2018 | 11/30/2018 | 131.12 |
| Account 52330 - Street , Alley, and Sewer Material Totals | | | | | | 8 |
| | | | | | | \$49,193.05 |
| Program 020000 - Main Totals | | | | | | 8 |
| | | | | | | \$49,193.05 |
| Department 02 - Public Works Totals | | | | | | 8 |
| | | | | | | \$49,193.05 |
| Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals | | | | | | 8 |
| | | | | | | \$49,193.05 |
| Fund 601 - Cum Cap Development(S2391) | | | | | | |
| Department 02 - Public Works | | | | | | |
| Program 020000 - Main | | | | | | |
| Account 52330 - Street , Alley, and Sewer Material | | | | | | |
| 19278 - Milestone Contractors, LP | 121080 | 20-14th/Monroe/cold mix- 84.31 tons-10/24/18 | Paid by EFT # 26332 | 11/20/2018 | 11/30/2018 | 3,861.20 |
| Account 52330 - Street , Alley, and Sewer Material Totals | | | | | | 1 |
| | | | | | | \$3,861.20 |
| Account 53110 - Engineering and Architectural | | | | | | |
| 5641 - AZTEC Engineering Group, INC | 171607 | 13-B-Line Extension & Multi-use path-services | Paid by EFT # 26222 | 11/20/2018 | 11/30/2018 | 3,350.00 |
| 1380 - DLZ Indiana, LLC | 823874 | 13-Tapp & Rockport Road (Design)-9/15- | Paid by EFT # 26255 | 11/20/2018 | 11/30/2018 | 182.68 |
| Account 53110 - Engineering and Architectural Totals | | | | | | 2 |
| | | | | | | \$3,532.68 |
| Account 54510 - Other Capital Outlays | | | | | | |
| 18844 - First Financial Bank, N.A. | 2865-Escrow | 20-2018 Pavement Marking Contract-Escrow- | Paid by Check # 68755 | 11/20/2018 | 11/30/2018 | 187.60 |
| 3662 - Indiana Traffic Services, LLC | 2865 | 20-2018 Pavement Marking Contract-period | Paid by EFT # 26295 | 11/20/2018 | 11/30/2018 | 3,564.42 |
| Account 54510 - Other Capital Outlays Totals | | | | | | 2 |
| | | | | | | \$3,752.02 |
| Program 020000 - Main Totals | | | | | | 5 |
| | | | | | | \$11,145.90 |
| Department 02 - Public Works Totals | | | | | | 5 |
| | | | | | | \$11,145.90 |
| Fund 601 - Cum Cap Development(S2391) Totals | | | | | | 5 |
| | | | | | | \$11,145.90 |
| Fund 730 - Solid Waste (\$6401) | | | | | | |
| Department 16 - Sanitation | | | | | | |
| Program 160000 - Main | | | | | | |
| Account 52420 - Other Supplies | | | | | | |
| 248 - Cosner's Ice Company | 216002042 | 16-ice for employees-75 7lb bags-11/12/18 | Paid by EFT # 26250 | 11/20/2018 | 11/30/2018 | 112.50 |
| Account 52420 - Other Supplies Totals | | | | | | 1 |
| | | | | | | \$112.50 |
| Account 53510 - Electrical Services | | | | | | |
| 223 - Duke Energy | FACSUM-111218 | 19-CH/off site facilities- electric summary bill-bill | Paid by Check # 68744 | 11/19/2018 | 11/19/2018 | 168.08 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | |
|--|-----------------|--|-----------------------|------------|----------------------|
| Account 53510 - Electrical Services Totals | | | 1 | | \$168.08 |
| Account 53530 - Water and Sewer | | | | | |
| 208 - City Of Bloomington Utilities | SANIT-OCT 2018 | 19-Sanitation-water/sewer bill-October | Paid by Check # 68738 | 11/19/2018 | 11/19/2018 95.30 |
| Account 53530 - Water and Sewer Totals | | | 1 | | \$95.30 |
| Account 53540 - Natural Gas | | | | | |
| 222 - Vectren | 50195440-110518 | 19-Sanitation-gas bill 10/2-11/05/18 | Paid by Check # 68745 | 11/19/2018 | 11/19/2018 89.28 |
| Account 53540 - Natural Gas Totals | | | 1 | | \$89.28 |
| Account 53920 - Laundry and Other Sanitation Services | | | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 1823665711 | 16-uniform rental (minus payroll ded)-11/14/18 | Paid by EFT # 26219 | 11/20/2018 | 11/30/2018 3.78 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 1823665712 | 16-mat/towel services-11/14/18 | Paid by EFT # 26219 | 11/20/2018 | 11/30/2018 32.26 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 1823656867 | 16-uniform rental (minus payroll ded)-11/7/18 | Paid by EFT # 26219 | 11/20/2018 | 11/30/2018 5.18 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 1823656868 | 16-mat/towel services-11/7/18 | Paid by EFT # 26219 | 11/20/2018 | 11/30/2018 32.26 |
| Account 53920 - Laundry and Other Sanitation Services Totals | | | 4 | | \$73.48 |
| Account 53950 - Landfill | | | | | |
| 52226 - Hoosier Transfer Station-3140 | 3140-000015315 | 16-trash disposal tickets-10/15-10/31/18 | Paid by EFT # 26284 | 11/20/2018 | 11/30/2018 15,175.60 |
| 10330 - Kevin R Huntley (Green Earth Recycling & Compost) | 546 | 16-yard waste disposal-10/2-10/31/18-8 loads | Paid by EFT # 26290 | 11/20/2018 | 11/30/2018 200.00 |
| Account 53950 - Landfill Totals | | | 2 | | \$15,375.60 |
| Program 160000 - Main Totals | | | 10 | | \$15,914.24 |
| Department 16 - Sanitation Totals | | | 10 | | \$15,914.24 |
| Fund 730 - Solid Waste (S6401) Totals | | | 10 | | \$15,914.24 |
| Fund 800 - Risk Management(S0203) | | | | | |
| Department 10 - Legal | | | | | |
| Program 100000 - Main | | | | | |
| Account 52430 - Uniforms and Tools | | | | | |
| 327 - Hoosier Workwear Outlet, INC | 348665 | 10-S. McGlothlin-safety shoes | Paid by EFT # 26285 | 11/20/2018 | 11/30/2018 100.00 |
| Account 52430 - Uniforms and Tools Totals | | | 1 | | \$100.00 |
| Account 53420 - Worker's Comp & Risk | | | | | |
| 2618 - Southeastern Indiana Health Operations, INC (SIHO) | 2018137 | 12 WC Admin & Medical Inv 2018137 | Paid by EFT # 26205 | 11/20/2018 | 11/20/2018 10,929.71 |
| 2618 - Southeastern Indiana Health Operations, INC (SIHO) | 2018138 | 12 WC Admin & Medical Inv 2018138 | Paid by EFT # 26206 | 11/20/2018 | 11/20/2018 4,356.13 |
| Account 53420 - Worker's Comp & Risk Totals | | | 2 | | \$15,285.84 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | |
|--|---|-------------|
| Program 100000 - Main Totals | 3 | \$15,385.84 |
| Department 10 - Legal Totals | 3 | \$15,385.84 |
| Fund 800 - Risk Management(S0203) Totals | 3 | \$15,385.84 |

Fund 801 - Health Insurance Trust
Department 12 - Human Resources
Program 120000 - Main
Account 53990 - Other Services and Charges

| | | | | | | |
|---|--------------|------------------------------------|---------------------|------------|------------|--------------|
| 3977 - Cigna Health & Life Insurance Company | 2383145 | 12-Nov2018 Cigna DentalVisionAdmin | Paid by EFT # 26243 | 11/20/2018 | 11/30/2018 | 2,173.50 |
| 18539 - Life Insurance Company Of North America | October 2018 | 12-October 2018 LINA \$32,795.52 | Paid by EFT # 26324 | 11/20/2018 | 11/30/2018 | 4,197.30 |
| Account 53990 - Other Services and Charges Totals | | | | | | 2 \$6,370.80 |

Account 53990.1278 - Other Services and Charges Disability LTD

| | | | | | | |
|---|--------------|----------------------------------|---------------------|------------|------------|--------------|
| 18539 - Life Insurance Company Of North America | October 2018 | 12-October 2018 LINA \$32,795.52 | Paid by EFT # 26324 | 11/20/2018 | 11/30/2018 | 6,454.16 |
| Account 53990.1278 - Other Services and Charges Disability LTD Totals | | | | | | 1 \$6,454.16 |

Program 120000 - Main Totals 3 \$12,824.96

Department 12 - Human Resources Totals 3 \$12,824.96

Fund 801 - Health Insurance Trust Totals 3 \$12,824.96

Fund 802 - Fleet Maintenance(\$9500)

Department 17 - Fleet Maintenance

Program 170000 - Main

Account 52230 - Garage and Motor Supplies

| | | | | | | |
|--|-----------|----------|---------------------|------------|------------|---------------|
| 50605 - Bauer Built, INC | 360085640 | 17-tires | Paid by EFT # 26224 | 11/20/2018 | 11/30/2018 | 1,040.00 |
| 50605 - Bauer Built, INC | 360085170 | 17-tires | Paid by EFT # 26224 | 11/20/2018 | 11/30/2018 | 6,674.50 |
| 50605 - Bauer Built, INC | 360084679 | 17-tires | Paid by EFT # 26224 | 11/20/2018 | 11/30/2018 | 2,604.75 |
| 50605 - Bauer Built, INC | 360086379 | 17-tires | Paid by EFT # 26224 | 11/20/2018 | 11/30/2018 | 94.50 |
| 4693 - Monroe County Tire & Supply, INC | 038793 | 17-tires | Paid by EFT # 26335 | 11/20/2018 | 11/30/2018 | 673.92 |
| 4693 - Monroe County Tire & Supply, INC | 038755 | 17-tires | Paid by EFT # 26335 | 11/20/2018 | 11/30/2018 | 336.96 |
| Account 52230 - Garage and Motor Supplies Totals | | | | | | 6 \$11,424.63 |

Account 52240 - Fuel and Oil

| | | | | | | |
|-------------------------------------|------------|--------------------------------|---------------------|------------|------------|-----------|
| 613 - Hoosier Penn Oil Company, INC | 1057451-IN | 17-oil and fluids | Paid by EFT # 26282 | 11/20/2018 | 11/30/2018 | 1,628.10 |
| 349 - White River Cooperative, INC | 5708564 | 17 - Diesel and Unleaded fuels | Paid by EFT # 26405 | 11/20/2018 | 11/30/2018 | 18,165.31 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | Account 52240 - Fuel and Oil Totals | 2 | | \$19,793.41 |
|---|---------------|---|---------------------|-------------------------------------|------------|--|-------------|
| Account 52320 - Motor Vehicle Repair | | | | | | | |
| 5702 - Altec Industries, INC | 11055070 | 17-#850 chrome latches | Paid by EFT # 26212 | 11/20/2018 | 11/30/2018 | | 708.00 |
| 244 - Bloomington Ford, INC | 5063199 | 17-misc parts | Paid by EFT # 26230 | 11/20/2018 | 11/30/2018 | | 52.55 |
| 244 - Bloomington Ford, INC | 5063237 | 17-misc parts | Paid by EFT # 26230 | 11/20/2018 | 11/30/2018 | | 17.30 |
| 244 - Bloomington Ford, INC | 5063302 | 17-misc parts | Paid by EFT # 26230 | 11/20/2018 | 11/30/2018 | | 9.24 |
| 4335 - Circle Distributing, INC | 03LK1197 | 17-parts return credit | Paid by EFT # 26245 | 11/20/2018 | 11/30/2018 | | (25.53) |
| 4335 - Circle Distributing, INC | 03LK4333 | 17-misc parts | Paid by EFT # 26245 | 11/20/2018 | 11/30/2018 | | 89.79 |
| 4335 - Circle Distributing, INC | 03LK8011 | 17-misc parts | Paid by EFT # 26245 | 11/20/2018 | 11/30/2018 | | 232.98 |
| 4335 - Circle Distributing, INC | 03LK8015 | 17-misc parts | Paid by EFT # 26245 | 11/20/2018 | 11/30/2018 | | 189.00 |
| 4335 - Circle Distributing, INC | 03LL0064 | 17-misc parts | Paid by EFT # 26245 | 11/20/2018 | 11/30/2018 | | 101.56 |
| 4335 - Circle Distributing, INC | 03LK6009 | 17-misc parts | Paid by EFT # 26245 | 11/20/2018 | 11/30/2018 | | 53.50 |
| 594 - Curry Auto Center, INC | 5084372 | 17-misc parts | Paid by EFT # 26253 | 11/20/2018 | 11/30/2018 | | 212.72 |
| 594 - Curry Auto Center, INC | 5084423 | 17-misc parts | Paid by EFT # 26253 | 11/20/2018 | 11/30/2018 | | 14.00 |
| 594 - Curry Auto Center, INC | 5083855 | 17-misc parts | Paid by EFT # 26253 | 11/20/2018 | 11/30/2018 | | 185.40 |
| 594 - Curry Auto Center, INC | 5084428 | 17-misc parts | Paid by EFT # 26253 | 11/20/2018 | 11/30/2018 | | 6.89 |
| 51827 - Fire Service, INC | 27549 | 17 - #332 OSL labor & parts | Paid by EFT # 26266 | 11/20/2018 | 11/30/2018 | | 275.87 |
| 51827 - Fire Service, INC | 24747 | 17- #339 OSL replace valve discharge body | Paid by EFT # 26266 | 11/20/2018 | 11/30/2018 | | 595.66 |
| 4387 - Force America Distributing, LLC | IN001-1286400 | 17-#497 filters | Paid by EFT # 26269 | 11/20/2018 | 11/30/2018 | | 162.96 |
| 4044 - Industrial Hydraulics, INC | 0205336-IN | 17-MISC HYD FITTINGS AND HARDWARE | Paid by EFT # 26298 | 11/20/2018 | 11/30/2018 | | 283.00 |
| 455 - Industrial Service & Supply, INC | 56225 | 17-misc parts | Paid by EFT # 26299 | 11/20/2018 | 11/30/2018 | | 41.36 |
| 796 - Interstate Battery System of Bloomington, INC | 30036533 | 17-batteries | Paid by EFT # 26300 | 11/20/2018 | 11/30/2018 | | 248.00 |
| 796 - Interstate Battery System of Bloomington, INC | 30036395 | 17-batteries | Paid by EFT # 26300 | 11/20/2018 | 11/30/2018 | | 1,369.35 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | | |
|--|---------------|-----------------------------------|---------------------|------------|------------|----------|
| 796 - Interstate Battery System of Bloomington, INC | 400090067 | 17-batteries | Paid by EFT # 26300 | 11/20/2018 | 11/30/2018 | 61.00 |
| 4439 - JX Enterprises, INC | 2765926P | 17 - #442 step | Paid by EFT # 26309 | 11/20/2018 | 11/30/2018 | 220.99 |
| 4439 - JX Enterprises, INC | 2766173P | 17-stock belts | Paid by EFT # 26309 | 11/20/2018 | 11/30/2018 | 164.97 |
| 4439 - JX Enterprises, INC | 2766120P | 17-#438 treadle valve | Paid by EFT # 26309 | 11/20/2018 | 11/30/2018 | 95.99 |
| 394 - Kleindorfer Hardware & Variety | 635981 | 17-misc parts | Paid by EFT # 26314 | 11/20/2018 | 11/30/2018 | 77.28 |
| 394 - Kleindorfer Hardware & Variety | 635353 | 17-misc parts | Paid by EFT # 26314 | 11/20/2018 | 11/30/2018 | 1.64 |
| 394 - Kleindorfer Hardware & Variety | 635015 | 17-misc parts | Paid by EFT # 26314 | 11/20/2018 | 11/30/2018 | 7.00 |
| 394 - Kleindorfer Hardware & Variety | 635652 | 17-misc parts | Paid by EFT # 26314 | 11/20/2018 | 11/30/2018 | 23.75 |
| 4252 - Mid State Truck Equipment, INC | 102000 | 1-#414 spreader controller | Paid by EFT # 26330 | 11/20/2018 | 11/30/2018 | 584.07 |
| 6095 - Old Dominion Brush Company, INC | 6395045 | 17-#488 oil pressure gauge | Paid by EFT # 26346 | 11/20/2018 | 11/30/2018 | 51.06 |
| 16069 - Palmer Trucks, INC | 1149873 | 17 - #774 turbo kit | Paid by EFT # 26350 | 11/20/2018 | 11/30/2018 | 1,213.56 |
| 16069 - Palmer Trucks, INC | 1151577 | 17 - #774 credit for core return | Paid by EFT # 26350 | 11/20/2018 | 11/30/2018 | (156.25) |
| 4608 - Reliable Transmission Service-Midwest, INC | 1-46401 | 17-stock bolts | Paid by EFT # 26360 | 11/20/2018 | 11/30/2018 | 46.08 |
| 786 - Richard's Small Engine, INC | 323234 | 17 - #660 radiator and misc parts | Paid by EFT # 26362 | 11/20/2018 | 11/30/2018 | 981.79 |
| 54351 - Sternberg, INC | 936098 | 17-misc parts | Paid by EFT # 26381 | 11/20/2018 | 11/30/2018 | 65.96 |
| 54351 - Sternberg, INC | 936374 | 17-misc parts | Paid by EFT # 26381 | 11/20/2018 | 11/30/2018 | 1,144.72 |
| 54351 - Sternberg, INC | 936036 | 17-#430/stock hub cap | Paid by EFT # 26381 | 11/20/2018 | 11/30/2018 | 33.26 |
| 54351 - Sternberg, INC | 935398 | 17-#432 heat shield clamps | Paid by EFT # 26381 | 11/20/2018 | 11/30/2018 | 73.78 |
| 54351 - Sternberg, INC | 934771 | 17-core return credit | Paid by EFT # 26381 | 11/20/2018 | 11/30/2018 | (125.00) |
| 54351 - Sternberg, INC | 936035 | 17 - #432 Credit for Brake shoes | Paid by EFT # 26381 | 11/20/2018 | 11/30/2018 | (68.00) |
| 622 - Truck Country of Indiana, INC (Stoops Freightliner | X301366847:01 | 17-#446 transmission tubes | Paid by EFT # 26395 | 11/20/2018 | 11/30/2018 | 1,029.12 |
| 622 - Truck Country of Indiana, INC (Stoops Freightliner | X301368029:01 | 17-#446 steering shaft | Paid by EFT # 26395 | 11/20/2018 | 11/30/2018 | 558.16 |
| 4606 - Truck Service, INC | 1261484 | 17-#442 leaf springs, bolts | Paid by EFT # 26396 | 11/20/2018 | 11/30/2018 | 1,412.32 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | | |
|--|------------------|--|---|------------|------------|-------------|
| 816 - Vermeer Of Indiana, INC | P90017 | 17-stock chipp | Paid by EFT # 26399 | 11/20/2018 | 11/30/2018 | 140.02 |
| 816 - Vermeer Of Indiana, INC | P89827 | 17 - #470 chipper blades | Paid by EFT # 26399 | 11/20/2018 | 11/30/2018 | 138.02 |
| 2096 - West Side Tractor Sales Co. | B29182 | 17-#454 r/s door glass | Paid by EFT # 26403 | 11/20/2018 | 11/30/2018 | 310.76 |
| | | | Account 52320 - Motor Vehicle Repair Totals | 47 | | \$12,909.65 |
| Account 52420 - Other Supplies | | | | | | |
| 313 - Fastenal Company | INBLM208888 | 17 - safety items - ear protection and glasses | Paid by EFT # 26265 | 11/20/2018 | 11/30/2018 | 347.51 |
| 313 - Fastenal Company | INBLM208830 | 17 - shop supplies - flap discs | Paid by EFT # 26265 | 11/20/2018 | 11/30/2018 | 75.31 |
| 177 - Indiana Oxygen Company, INC | 9132278 | 17 - gases, tools for welding and torches | Paid by EFT # 26293 | 11/20/2018 | 11/30/2018 | 3.30 |
| 8181 - Lawson Products, INC | 9306243966 | 17-misc dni parts | Paid by EFT # 26321 | 11/20/2018 | 11/30/2018 | 666.74 |
| | | | Account 52420 - Other Supplies Totals | 4 | | \$1,092.86 |
| Account 52430 - Uniforms and Tools | | | | | | |
| 1072 - Keith L Sharp | toolcheckNov2018 | 17 -tool allowance | Paid by EFT # 26372 | 11/20/2018 | 11/30/2018 | 500.00 |
| | | | Account 52430 - Uniforms and Tools Totals | 1 | | \$500.00 |
| Account 53160 - Instruction | | | | | | |
| 4335 - Circle Distributing, INC | 03LK7600 | 17 - training | Paid by EFT # 26245 | 11/20/2018 | 11/30/2018 | 75.00 |
| | | | Account 53160 - Instruction Totals | 1 | | \$75.00 |
| Account 53220 - Postage | | | | | | |
| 4487 - PMB East, INC (PakMail) | 20239 | 17-return postage | Paid by Check # 68767 | 11/20/2018 | 11/30/2018 | 19.94 |
| | | | Account 53220 - Postage Totals | 1 | | \$19.94 |
| Account 53510 - Electrical Services | | | | | | |
| 223 - Duke Energy | FACSUM-111218 | 19-CH/off site facilities-electric summary bill-bill | Paid by Check # 68744 | 11/19/2018 | 11/19/2018 | 276.50 |
| | | | Account 53510 - Electrical Services Totals | 1 | | \$276.50 |
| Account 53610 - Building Repairs | | | | | | |
| 32 - Cassady Electrical Contractors, INC | 15799 | 19-Fleet Maint-Replacement exterior | Paid by EFT # 26240 | 11/20/2018 | 11/30/2018 | 1,919.12 |
| | | | Account 53610 - Building Repairs Totals | 1 | | \$1,919.12 |
| Account 53620 - Motor Repairs | | | | | | |
| 51827 - Fire Service, INC | 27549 | 17 - #332 OSL labor & parts | Paid by EFT # 26266 | 11/20/2018 | 11/30/2018 | 629.05 |
| 51827 - Fire Service, INC | 24747 | 17- #339 OSL replace valve discharge body | Paid by EFT # 26266 | 11/20/2018 | 11/30/2018 | 698.25 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | | |
|--|--------------|------------------------------------|---------------------|------------|------------|-------------|
| Account 53620 - Motor Repairs Totals | | | | 2 | | \$1,327.30 |
| Account 53920 - Laundry and Other Sanitation Services | | | | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 1823665720 | 17 - Uniforms, mats and towels | Paid by EFT # 26219 | 11/20/2018 | 11/30/2018 | 15.89 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 1823656875 | 17 - Uniforms, mats and towels | Paid by EFT # 26219 | 11/20/2018 | 11/30/2018 | 73.72 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 1823656876 | 17 - Uniforms, mats and towels | Paid by EFT # 26219 | 11/20/2018 | 11/30/2018 | 15.89 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 1823665719 | 17 - Uniforms, mats and towels | Paid by EFT # 26219 | 11/20/2018 | 11/30/2018 | 72.42 |
| Account 53920 - Laundry and Other Sanitation Services Totals | | | | 4 | | \$177.92 |
| Program 170000 - Main Totals | | | | 70 | | \$49,516.33 |
| Department 17 - Fleet Maintenance Totals | | | | 70 | | \$49,516.33 |
| Fund 802 - Fleet Maintenance(\$9500) Totals | | | | 70 | | \$49,516.33 |
| Fund 804 - Insurance Voluntary Trust | | | | | | |
| Department 12 - Human Resources | | | | | | |
| Program 120000 - Main | | | | | | |
| Account 53990.1241 - Other Services and Charges Vision | | | | | | |
| 3977 - Cigna Health & Life Insurance Company | 2383145 | 12-Nov2018 Cigna DentalVisionAdmin | Paid by EFT # 26243 | 11/20/2018 | 11/30/2018 | 6,798.81 |
| Account 53990.1241 - Other Services and Charges Vision Totals | | | | 1 | | \$6,798.81 |
| Account 53990.1271 - Other Services and Charges Section 125 - URM- City | | | | | | |
| 17785 - The Howard E. Nyhart Company, INC | 111718daily | 12-City/Util URM | Paid by EFT # 26201 | 11/19/2018 | 11/19/2018 | 150.42 |
| 17785 - The Howard E. Nyhart Company, INC | 111818daily | 12-City URM 2018 | Paid by EFT # 26202 | 11/19/2018 | 11/19/2018 | 120.02 |
| 17785 - The Howard E. Nyhart Company, INC | 111918daily | 12-City URM 2018 | Paid by EFT # 26203 | 11/20/2018 | 11/20/2018 | 10.00 |
| 17785 - The Howard E. Nyhart Company, INC | 112018 Daily | 12-City URM/DDC 2018 | Paid by EFT # 26204 | 11/20/2018 | 11/20/2018 | 60.00 |
| Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals | | | | 4 | | \$340.44 |
| Account 53990.1272 - Other Services and Charges Section 125 - DDC- City | | | | | | |
| 17785 - The Howard E. Nyhart Company, INC | 112018 Daily | 12-City URM/DDC 2018 | Paid by EFT # 26204 | 11/20/2018 | 11/20/2018 | 192.00 |
| Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals | | | | 1 | | \$192.00 |
| Account 53990.1273 - Other Services and Charges Term Life | | | | | | |
| 18539 - Life Insurance Company Of North America | October 2018 | 12-October 2018 LINA \$32,795.52 | Paid by EFT # 26324 | 11/20/2018 | 11/30/2018 | 13,817.68 |
| Account 53990.1273 - Other Services and Charges Term Life Totals | | | | 1 | | \$13,817.68 |
| Account 53990.1277 - Other Services and Charges Disability STD | | | | | | |
| 18539 - Life Insurance Company Of North America | October 2018 | 12-October 2018 LINA \$32,795.52 | Paid by EFT # 26324 | 11/20/2018 | 11/30/2018 | 8,326.38 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/30/18

| | | | | | | |
|--|-------------|--|---------------|------------|------------|--------------|
| Account 53990.1277 - Other Services and Charges Disability STD Totals | | | | 1 | | \$8,326.38 |
| Account 53990.1281 - Other Services and Charges Section 125 - URM- Util | | | | | | |
| 17785 - The Howard E. Nyhart Company, INC | 111718daily | 12-City/Util URM | Paid by EFT # | 11/19/2018 | 11/19/2018 | 20.00 |
| | | | | 26201 | | |
| Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals | | | | 1 | | \$20.00 |
| Program 120000 - Main Totals | | | | 9 | | \$29,495.31 |
| Department 12 - Human Resources Totals | | | | 9 | | \$29,495.31 |
| Fund 804 - Insurance Voluntary Trust Totals | | | | 9 | | \$29,495.31 |
| Fund 978 - City 2016 GO Bond Proceeds | | | | | | |
| Department 06 - Controller's Office | | | | | | |
| Program 06016B - 2016 B Ped/Signal/Intersection | | | | | | |
| Account 54510 - Other Capital Outlays | | | | | | |
| 7059 - Eagle Ridge Civil Engineering Services, LLC | 169-03 | 13-Downtown Curb Ramps PH II-11/2/18 | Paid by EFT # | 11/20/2018 | 11/30/2018 | 7,460.75 |
| | | | | 26256 | | |
| Account 54510 - Other Capital Outlays Totals | | | | 1 | | \$7,460.75 |
| Program 06016B - 2016 B Ped/Signal/Intersection Totals | | | | 1 | | \$7,460.75 |
| Program 06016C - 2016 C Jackson Trail | | | | | | |
| Account 54310 - Improvements Other Than Building | | | | | | |
| 16 - Butler, Fairman & Seufert, INC | 82721 | 13-Jackson Creek Trail PH 2 Design-8/1-9/30/18 | Paid by EFT # | 11/20/2018 | 11/30/2018 | 18,740.00 |
| | | | | 26238 | | |
| Account 54310 - Improvements Other Than Building Totals | | | | 1 | | \$18,740.00 |
| Program 06016C - 2016 C Jackson Trail Totals | | | | 1 | | \$18,740.00 |
| Department 06 - Controller's Office Totals | | | | 2 | | \$26,200.75 |
| Fund 978 - City 2016 GO Bond Proceeds Totals | | | | 2 | | \$26,200.75 |
| Grand Totals | | | | 303 | | \$448,319.30 |



Board of Public Works Claim Register

Invoice Date Range 11/19/18 - 11/19/18
October 2018 Sales Tax

| Vendor | Invoice No. | Invoice Description | Status | Held Reason | Invoice Date | Due Date | G/L Date | Received Date | Payment Date | Invoice Amount |
|--|------------------|---|------------------------|-------------|--------------|------------|------------|------------------------|--------------|----------------|
| Fund 101 - General Fund (S0101) | | | | | | | | | | |
| Department 06 - Controller's Office | | | | | | | | | | |
| Program 060000 - Main | | | | | | | | | | |
| Account 53990 - Other Services and Charges | | | | | | | | | | |
| 204 - State Of Indiana | Nov 2018 Sales T | 18- October Sales Tax paid in November | Paid by EFT # 26198 | | 11/19/2018 | 11/19/2018 | 11/19/2018 | | 11/19/2018 | 12.88 |
| Account 53990 - Other Services and Charges Totals | | | | | | | | Invoice Transactions 1 | | \$12.88 |
| Program 060000 - Main Totals | | | | | | | | Invoice Transactions 1 | | \$12.88 |
| Department 06 - Controller's Office Totals | | | | | | | | Invoice Transactions 1 | | \$12.88 |
| Fund 101 - General Fund (S0101) Totals | | | | | | | | Invoice Transactions 1 | | \$12.88 |
| Grand Totals | | | | | | | | Invoice Transactions 1 | | \$12.88 |



Board of Public Works Claim Register

Invoice Date Range 11/14/18 - 11/14/18

Utilities

| Vendor | Invoice No. | Invoice Description | Status | Held Reason | Invoice Date | Due Date | G/L Date | Received Date | Payment Date | Invoice Amount |
|--|------------------|--|-----------------------|-------------|--------------|------------|------------|-------------------------|--------------|----------------|
| Fund 101 - General Fund (S0101) | | | | | | | | | | |
| Department 19 - Facilities Maintenance | | | | | | | | | | |
| Program 190000 - Main | | | | | | | | | | |
| Account 53530 - Water and Sewer | | | | | | | | | | |
| 208 - City Of Bloomington Utilities | CITYHALL-OCT 18' | 19-City Hall-water/sewer bill-October 2018 | Paid by Check # 68726 | | 11/14/2018 | 11/14/2018 | 11/14/2018 | | 11/14/2018 | 1,035.55 |
| 208 - City Of Bloomington Utilities | TMPMTR-OCT 2018 | 19-Temp Mtr-Graffiti Team-water/sewer bill- | Paid by Check # 68726 | | 11/14/2018 | 11/14/2018 | 11/14/2018 | | 11/14/2018 | 15.48 |
| Account 53530 - Water and Sewer Totals | | | | | | | | Invoice Transactions 2 | | \$1,051.03 |
| Program 190000 - Main Totals | | | | | | | | Invoice Transactions 2 | | \$1,051.03 |
| Department 19 - Facilities Maintenance Totals | | | | | | | | Invoice Transactions 2 | | \$1,051.03 |
| Fund 101 - General Fund (S0101) Totals | | | | | | | | Invoice Transactions 2 | | \$1,051.03 |
| Fund 450 - Local Road and Street(S0706) | | | | | | | | | | |
| Department 20 - Street | | | | | | | | | | |
| Program 200000 - Main | | | | | | | | | | |
| Account 53520 - Street Lights / Traffic Signals | | | | | | | | | | |
| 223 - Duke Energy | 10th/Union-11518 | 02-10th & Union-traffic signal-elec bill 10/5- | Paid by Check # 68727 | | 11/14/2018 | 11/14/2018 | 11/14/2018 | | 11/14/2018 | 42.58 |
| 223 - Duke Energy | STLGHTSUM-11/18 | 02-Street Light summary electric bill-11/2/18 | Paid by Check # 68728 | | 11/14/2018 | 11/14/2018 | 11/14/2018 | | 11/14/2018 | 34,645.38 |
| 223 - Duke Energy | TRFSIGNSUM-11/18 | 02-Traffic Signal Summary electric bill- | Paid by Check # 68731 | | 11/14/2018 | 11/14/2018 | 11/14/2018 | | 11/14/2018 | 2,825.21 |
| Account 53520 - Street Lights / Traffic Signals Totals | | | | | | | | Invoice Transactions 3 | | \$37,513.17 |
| Program 200000 - Main Totals | | | | | | | | Invoice Transactions 3 | | \$37,513.17 |
| Department 20 - Street Totals | | | | | | | | Invoice Transactions 3 | | \$37,513.17 |
| Fund 450 - Local Road and Street(S0706) Totals | | | | | | | | Invoice Transactions 3 | | \$37,513.17 |
| Fund 451 - Motor Vehicle Highway(S0708) | | | | | | | | | | |
| Department 20 - Street | | | | | | | | | | |
| Program 200000 - Main | | | | | | | | | | |
| Account 53530 - Water and Sewer | | | | | | | | | | |
| 208 - City Of Bloomington Utilities | TRAFFIC-OCT 18 | 19-Traffic Bldg-water/sewer bill-October | Paid by Check # 68726 | | 11/14/2018 | 11/14/2018 | 11/14/2018 | | 11/14/2018 | 47.98 |
| Account 53530 - Water and Sewer Totals | | | | | | | | Invoice Transactions 1 | | \$47.98 |
| Program 200000 - Main Totals | | | | | | | | Invoice Transactions 1 | | \$47.98 |
| Department 20 - Street Totals | | | | | | | | Invoice Transactions 1 | | \$47.98 |
| Fund 451 - Motor Vehicle Highway(S0708) Totals | | | | | | | | Invoice Transactions 1 | | \$47.98 |
| Fund 452 - Parking Facilities(S9502) | | | | | | | | | | |
| Department 26 - Parking | | | | | | | | | | |
| Program 260000 - Main | | | | | | | | | | |
| Account 53530 - Water and Sewer | | | | | | | | | | |
| 208 - City Of Bloomington Utilities | MRTNGAR-OCT 18' | 19-Morton St Garage-water/sewer bill-October | Paid by Check # 68726 | | 11/14/2018 | 11/14/2018 | 11/14/2018 | | 11/14/2018 | 27.48 |
| 208 - City Of Bloomington Utilities | 4THSTGAR-OCT 18' | 19-4th Street Garage-water/sewer bill-October | Paid by Check # 68726 | | 11/14/2018 | 11/14/2018 | 11/14/2018 | | 11/14/2018 | 38.91 |
| Account 53530 - Water and Sewer Totals | | | | | | | | Invoice Transactions 2 | | \$66.39 |
| Program 260000 - Main Totals | | | | | | | | Invoice Transactions 2 | | \$66.39 |
| Department 26 - Parking Totals | | | | | | | | Invoice Transactions 2 | | \$66.39 |
| Fund 452 - Parking Facilities(S9502) Totals | | | | | | | | Invoice Transactions 2 | | \$66.39 |
| Grand Totals | | | | | | | | Invoice Transactions 10 | | \$38,678.57 |

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|------------|--|------|-------------|---------------|-------------------|
| 11/30/2018 | Bank Fees | | | | |
| 11/30/2018 | Claims | | | | 448,319.30 |
| 11/14/2018 | Sp Utility Cks | | | | 38,678.57 |
| | Month Of October HSA/WorkComp/MT & Gym/CIGNA | | | | |
| 11/19/2018 | Sales Tax For October 2018 | | | | 12.88 |
| | | | | | <u>487,010.75</u> |

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 487,010.75

Dated this 27 day of November year of 2018.

Kyla Cox Deckard President

Beth H. Hollingsworth Vice President

Dana Palazzo Secretary

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

Fiscal Office _____