

Board of Public Works Meeting
August 6, 2019



BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday August 6th, 2019 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. OPEN SEALED BIDS & QUOTES

1. Bid Opening for Walnut Street Parking Garage Stair Replacement

IV. HEARING ON EXCESSIVE GROWTH APPEAL

1. Appeal Excessive Growth Citation #43661 at 1005 W. 1st St.

V. TITLE VI ENFORCEMENT

1. Approve Abatement of Property at 939 N. Fairview St.
2. Approve Abatement of Property at 1306 W. Kirkwood Ave.
3. Approve Abatement of Property at 1507 S. Hathaway Ct.
4. Approve Abatement of Property at 1513 S. Hathaway Ct.
5. Approve Abatement of Property at 1527 S. Hathaway Ct.

VI. CONSENT AGENDA

1. Approve Minutes 7-23-19
2. Resolution 2019-68: Approve Renewal of Mobil Vendor License (Top Shotta Jerk Chicken)
3. Resolution 2019-71: Approve IMU Student Involvement Fair (Thursday, August 29th)
4. Resolution 2019-72: Approve IU Union Board Welcome Back Block Party (Friday, August 23rd – Sunday, August 25th)
5. Resolution 2019-73: Approve GarlicFest 2019 (Saturday, August 31st & Sunday, September 1st)
6. Resolution 2019-75: Approve Pushcart in the Public Right-of-Way (Sober Joe's Coffee)
7. Resolution 2019-76: Approve Paint the Town Purple Event (Friday, September 6th)
8. Approve Noise Permit for Taste of East Africa (Saturday, September 14th)
9. Approve Noise Permit for Hamilton Family Picnic (Sunday, September 8th)
10. Approve Noise Permit for Concert in RCA Park (Sunday, September 15th)
11. Approve Service Agreement with Cosmo-Tech, Inc. dba Bloomington Professional Carpet Cleaners at Public Works Facilities
12. Approve Amendment #1 to Service Agreement with Ann-Kriss, LLC
13. Approve Payroll

VII. NEW BUSINESS

1. Resolution 2019-58: Approve Order to Seal Unsafe Structure at 921 W. 9th St.
2. Approve Award of Contract for Moores Pike Sidewalk Project
3. Approve Change Orders #1 and #2 from E&B Paving, Inc., for the Walnut Street Sidewalk Project
4. Approve Contract for Preliminary Engineering Services with Lochmueller Group for 17th St. Multimodal Improvements Project
5. Resolution 2019-74: Approve Right-of-Way Encroachment at 403 E. 3rd St.
6. Approve Request from City of Bloomington Utilities for Road Closure Extension on Ralston Ave. (Tuesday, August 6th-Monday, August 26th)
7. Approve Dedication of Right-of-Way at S. Highland Ave.
8. Approve Contract with Discount Blinds & Verticals, Inc. for Window Blind Replacement at Fire Station #2
9. Approve Contract with Hamm's Blinds & Drapes, Inc., for Replacement of Blinds at Fire Station Headquarters
10. Approve Contract with Axis Painting, Inc., for Painting of Burn Tower at Fire Station Training Center

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. 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
Appeal of Excessive Growth Fine
Ticket #43661

Appellant Information:

Mark Jackman (tenant)
1005 W. 1st St.,
Bloomington, IN 47403
Date Appealed: 7/12/2019

Citation Information:

Issued: 7/9/2019
By: Matt Swinney
Place: 1005 W. 1st St.
For: Excessive growth

Attachments:

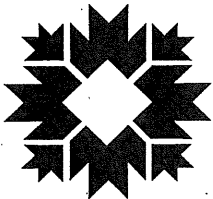
1. Notice of Violation
2. Lease/Rental Agreement
3. Appellant's Appeal of Excessive Growth
4. Photographs of the overgrowth.

Facts & Discussion:

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 July 9, 2019, Neighborhood Compliance Officer Matt Swinney inspected the property located at 1005 W. 1st St., Bloomington, IN IN (Hereinafter the “Property”) and personally observed that weeds and grass had grown to a height in excess of eight inches in violation of BMC 6.06.050. Officer Swinney issued a Notice of Violation with a fine of \$50.00 under ticket number of 43661 for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. The NOV was delivered by first class mail to the owner of the property and a copy left in a conspicuous place on the property where the violation occurred in compliance with 6.06.070(b).
4. Mark Jackman is a tenant at the Property and is a person who shall be considered a responsible party under 6.06.070(a).
5. A lease for this property was presented in compliance with BMC 6.06.070(a) thereby removing the owner of the Property from responsibility for this NOV.
6. Mr. Jackman admits the property was overgrown in violation of Title 6 but asks for relief from the ticket stating that he failed to comply with Title 6 due to medical reasons and would like relief from the \$50.00 ticket due to economic inability to pay.

Staff Recommendation:

The Appeal should be denied.



Notice of Violation

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

Date 7/9/19 Time 1000 Address/location 1005 W 1st St, 47403

Issued by: 223

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#** 43661

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

Comments: Please cut all overgrowth.

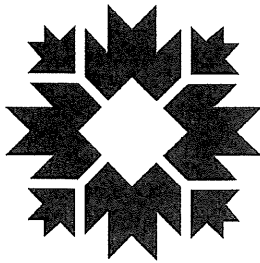
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 CAROL BUETT
SHARON MARTINDALE
 Address 2225 N. BLUE BLUFF ROAD
 City MARTINSVILLE State IN
 Zip Code 46151

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

BPW: _____

Mail Copies To: Resident: Owner: Agent: _____



Appeal of Excessive Growth Citation to the Board of Public Works

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

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

Name: MARK JACKMAN Phone Number 812 · 333 · 2086

Citation Number: _____ Date on Excessive Growth Citation: 7/9/19

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

Local Address:
1005 W. 1st St.
Bloomington 47403

Permanent Address:

Today's Date: 7/12/19

Reason for Appeal: My yard was certainly overgrown, but I'd like to appeal the fine based on an overriding personal issue and two practical ones. Over the past 10-12 months, I've been subject to a depression that's made it difficult to leave my home, and has interfered with completing normal tasks. I sought ongoing counseling and began medication, but my daily functioning remains impaired. Also, the mower I had used for several years became undependable this spring, and while a friend offered to loan me one, that never materialized despite my attempts to follow-up with him.

(You may continue on another page if necessary)

(continued)

On this day, I submitted my completed appeal of Excessive Growth citation and received the date of 7/23/19
When the Board of Public Works will consider my appeal.

[Signature]
Signature

7/12/19
Date

For use by Public Works:

Date Appeal Received: 7/12/19 Received By: Michael Large

Date Appeal Forwarded to Legal Department: 7/12/19 [Signature]

Appeal of Excessive Growth - Mark Jackman - continued

So the grass grew, and I eventually viewed it as another impossible task. In addition, the 60 residents of a 24/7 drug treatment facility housed just 2 doors away made it much less enjoyable to spend time outside my house. They are loud, vulgar, and generally disruptive multiple times a day.

Since the warning citation, I've worked to comply with the city code, and estimate that work to be 65% complete. Hand-in-hand with the depression, I haven't worked in some time, so the \$50 would take a significant amount of my remaining funds. I will continue to trim the overgrowth and thank you for your attention.

Mark Jackman

Residential Lease

APARTMENT – CONDOMINIUM – HOUSE

BY THIS AGREEMENT made and entered into on AUGUST 1, 2008,
between SHARON MARTINDALE-RAND PRUETT herein referred to as Lessor, and MARK SACKMAN
herein referred to as Lessee. Lessor leases to Lessee the premises situated at
1005 W. First St., in the City of
Bloomington, County of MONROE, State of INDIANA,
and more particularly described as follows: _____

together with all appurtenances, for a term of 6 MONTH, to commence on AUGUST 1, 2008, and to end on
JANUARY 1, 2009, at twelve o'clock P. m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Six Hundred - Fifty Dollars (\$650⁰⁰) per month in advance on the 1st day of each calendar month beginning AUGUST 1, 2008, at 900 N. CURRY PK. #96, City of Bloomington, State of IN 47404, or at such other place as Lessor may designate.

2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to SHARON MARTINDALE.

3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of \$15⁰⁰ - FIFTEEN DOLLARS.

4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of FIFTY-DOLLARS Dollars (\$50⁰⁰) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor THREE hundred-twenty - FIVE Dollars (\$325⁰⁰), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private, single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

8. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than 3 persons, consisting of 3 adults and 0 children under the age of _____ years, without the written consent of Lessor.

bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

23. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of _____ Dollars (\$ _____), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

24. Display of Signs. During the last 5 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 14 days' written notice served by either Lessor or Lessee on the other party.

28. Notice of Intent to Vacate. *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement.]* Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 10 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

Appliances FURNISHED in RENTAL:
STOVE, REFRIGERATOR, WASHER + DRYER

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor: <u>Carol Bruest</u>	Lessee: <u>Mark [Signature]</u>
	SS#: _____
	DRIVERS LICENSE #: <u>0130-51-3999</u>
Lessor: <u>Sharon B. Martindale</u>	Lessee: _____
	SS#: _____
	DRIVERS LICENSE #: _____

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

City of Bloomington's Board of Public Works
Decision on Appeal of Excessive Growth
NOV #43661

On 7/9/2019, the City of Bloomington Department of Housing and Neighborhood Development (HAND) issued a Notice of Violation with a fine of \$50.00 under ticket number of 43661 for excessive growth in violation of BMC 6.06.050 (Hereinafter the "NOV"), for the property located at 1005 W. 1st St., Bloomington, IN (Hereinafter the "Property"). Mark Jackman (Hereinafter the Appellant"), a tenant of the Property, timely appealed the NOV to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding the NOV, on Tuesday, August 6, 2019. The Board of Public Works finds as follows:

1. The NOV was properly served by first class mail upon the owner of the Property and by leaving a copy in a conspicuous place at the Property.
2. Appellant has a possessory interest in the Property in accordance with BMC 6.06.070(a).
3. On August 10, 2018, City of Bloomington Neighborhood Compliance Officer Matt Swinney did personally observe weeds and grass growing on the Property at a height greater than eight inches.
4. Mr. Jackman admitted that the Property was out of compliance.
5. Mr. Jackman's reasoning for the noncompliance is not a recognized defense to the said noncompliance.

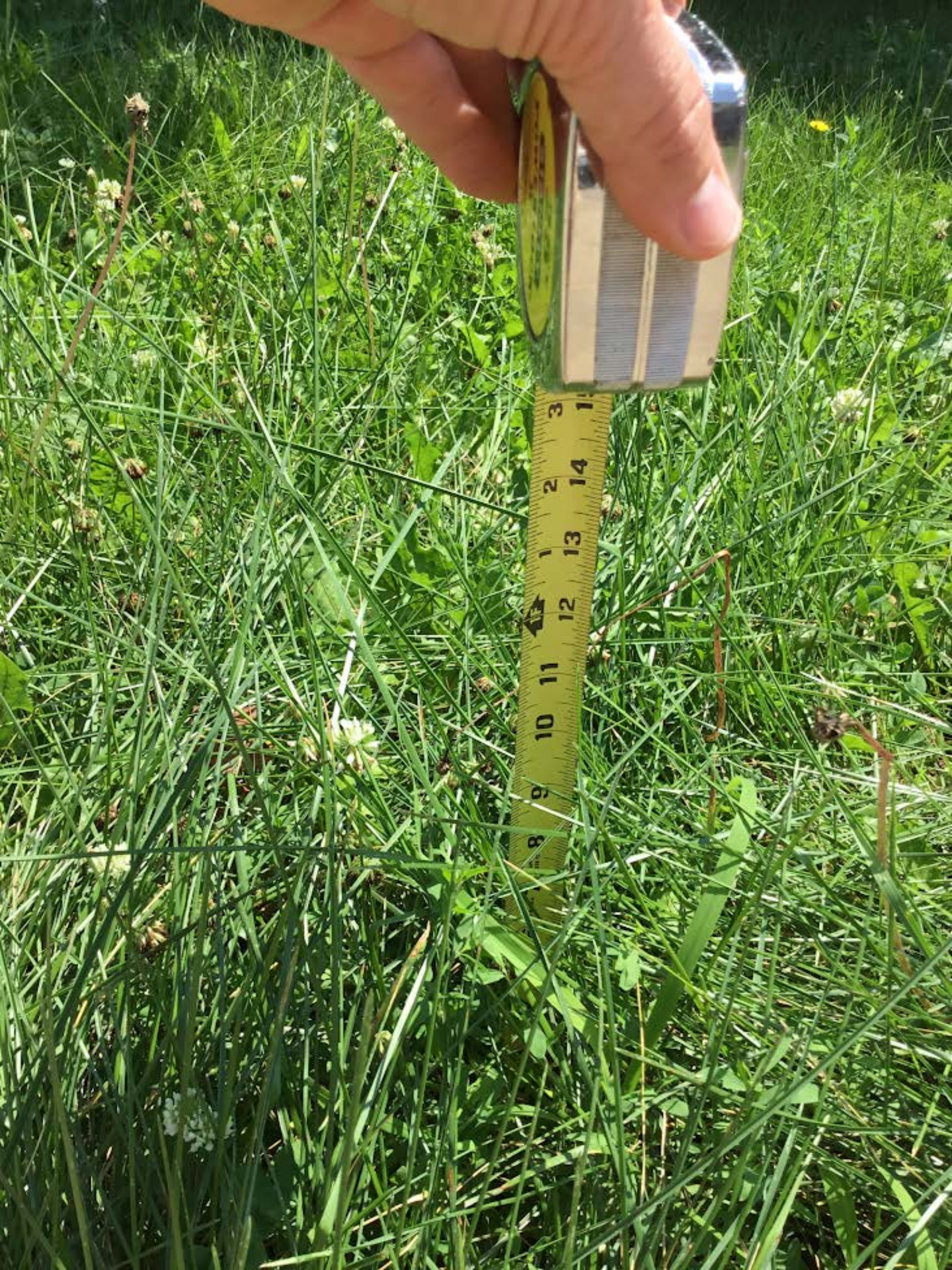
After reviewing all of the evidence and testimony presented, the Board of Public Works hereby:

_____ Denies the Appeal and Upholds the NOV.

_____ Grants the Appeal and Voids the NOV.

So ordered this 6th day of August, 2019.

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



Staff Report

To: Board of Public Works

From: Jo Stong

Date: July 10, 2019

Re: Request to Abate property at 939 N. Fairview St., Bloomington, IN

Attachments:

1. Notice of Violation Issued on 6/12, 6/27 and 7/9/2019.
2. Photograph(s) of the property
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of 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 6/12, 6/27 and 7/9/2019, Neighborhood Compliance Officer Jo Stong inspected the property located at 939 N. Fairview St., Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to Earnest Paul Bunch (Hereinafter the “Owner”) because he 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.

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.



City of Bloomington Housing and Neighborhood Development

On 6/12, 6/27 and 7/9/2019 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 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 twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 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 eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 939 N. Fairview Street. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation, and also requesting that the order be **continuous through June 12, 2020**.

BPW Meeting Date: August 6, 2019

Abatement Approved: Y/N

Property Owner: Earnest Paul Bunch

Address: 939 N. Fairview Street, Bloomington 47404

Is this a rental? No

Agent: N/A

Address: 939 N. Fairview Street

Parcel Number: 53-05-32-104-006.000-005

Legal Description: 013-05870-00 CRAVENS & CARMICHAEL LOT 15



**City of Bloomington
Housing and Neighborhood Development**

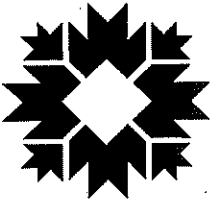
BOARD OF PUBLIC WORKS MEETING

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday August 6, 2019.**

You may appear at the Board of Public Works hearing to speak on the matter.

Fines are not appealed at this meeting, only abatement.



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 6.12.19 ^{Wed} Time 12:17 ~~PM~~ ^{PM} Address/location 939 N. Fairview
Issued by: 230 47404

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).

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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# 43462

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).

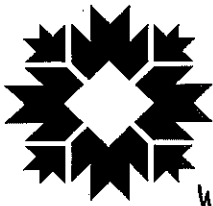
Comments: Cut the overgrowth.

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 EARNEST BENCH
Address 939 N. FAIRVIEW ST.
City BLOOMINGTON State IN
Zip Code 47404

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 6.26.19 ^{Wed} Time 3:06 P Address/location 939 N. Fairview 47404

Issued by: 230

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# 43569

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).

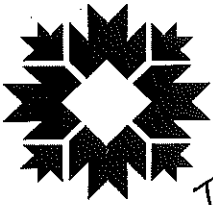
Comments: Cut the overgrowth.

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 Ernest Paul Bunch
Address 939 N. Fairview
City Bloomington **State** IN
Zip Code 47404

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 7-9-19 ^{Tues} Time 3:17P Address/location 939 N Fairview 47404
 Issued by: 230

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).

~~X~~ BMC 6.06.030 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# 43674

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: Cut the overgrowth.
Property will go to the Board of Public Works for permission to abate.

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 EARNEST BUNCH
 Address 939 N. FAIRVIEW ST.
 City BLOOMINGTON State IN
 Zip Code 47404

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

BPW: N 7-23-19 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 939 N. Fairview Street, Bloomington 47404, under parcel number 53-05-32-104-006.000-005 and whose legal description is 013-05870-00 CRAVENS & CARMICHAEL LOT 15 (Hereinafter the "Property") which is owned by Earnest Paul Bunch (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.

THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 12th DAY OF JUNE, 2020.

Kyla Cox Deckard, President of the Board

8/06/2019
DATED:

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 6/12, 6/27 and 7/9/2019, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, July 23, 2019.

The Board of Public Works now finds as follows:

1. Earnest Paul Bunch (Hereinafter the "Owner") owns the real estate located at 939 N. Fairview St., Bloomington, IN (Hereinafter the "Property").
2. On 6/12, 6/27 and 7/9/2019, Jo Stong, 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 June 20, 2020*.

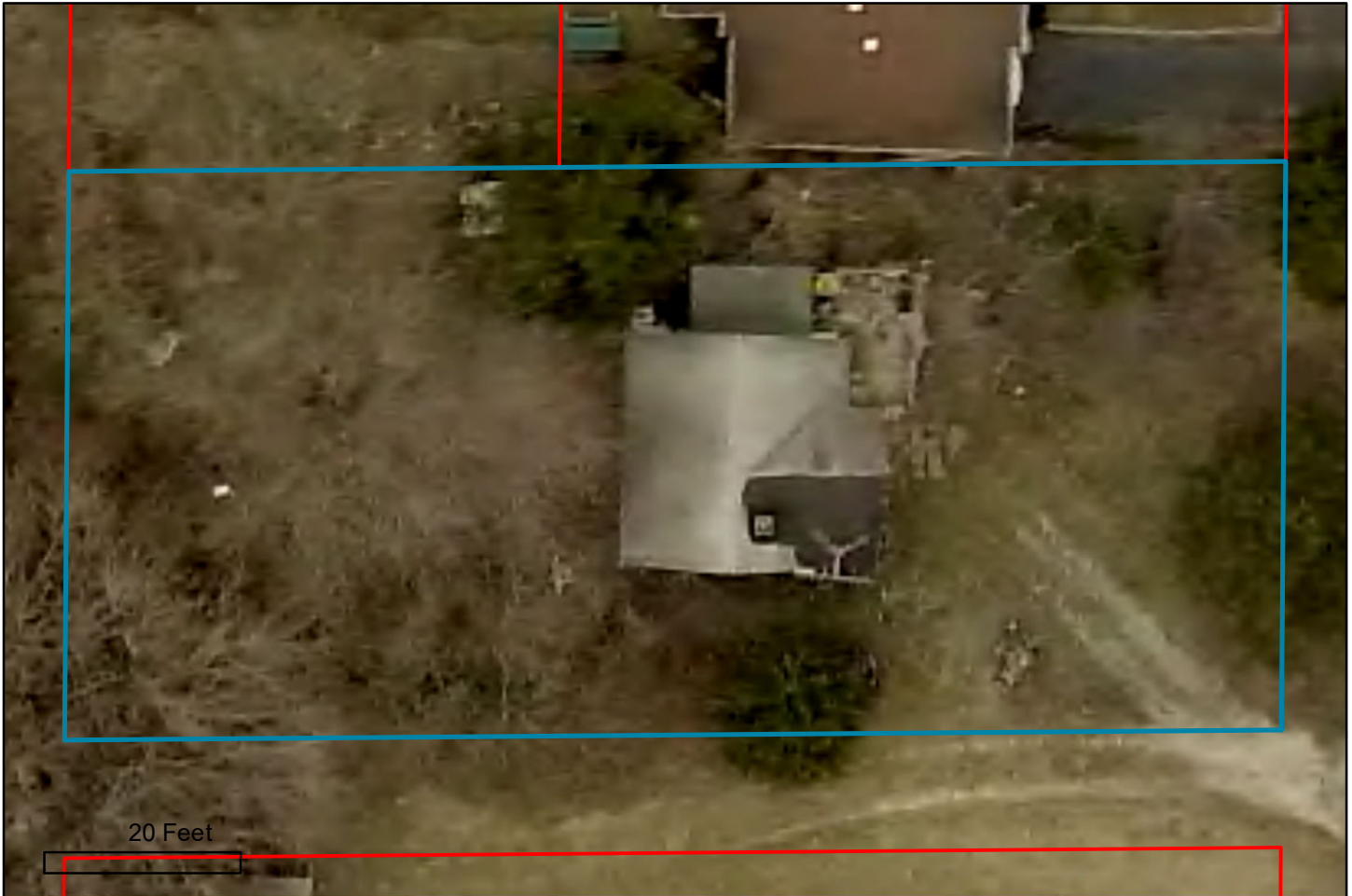
So Ordered this 6 Day of August, 2019.

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.

Monroe County, IN

939 N Fairview ST, Bloomington, IN 47404-3313
53-05-32-104-006.000-005



Parcel Information

Parcel Number: 53-05-32-104-006.000-005
Alt Parcel Number: 013-05870-00
Property Address: 939 N Fairview ST
Bloomington, IN 47404-3313
Neighborhood: 1311 Trending 2006 - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: Bunch, Earnest Paul
Owner Address: 939 N Fairview St
Bloomington, IN 47404
Legal Description: 013-05870-00 CRAVENS & CARMICHAEL
LOT 15

Taxing District

Township: BLOOMINGTON TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.165	



PRIVATE
PROPERTY
NO TRESPASSING

939

MENARDS

Dedicated to Service & Quality

VISIT MENARDS.COM

Dedicated to

Staff Report

To: Board of Public Works

From: Jo Stong

Date: August 1, 2019

Re: Request to Abate property at 1306 W. Kirkwood Avenue, Bloomington, IN

Attachments:

1. Notice of Violation Issued on June 12, June 27 and July 25, 2019.
2. Photograph(s) of the property
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of 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 June 12, June 27 and July 25, 2019, Neighborhood Compliance Officer Jo Stong inspected the property located at 1306 W. Kirkwood Avenue Street, Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to David McDonald (Hereinafter the “Owner”) because he 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.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the 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.



City of Bloomington Housing and Neighborhood Development

On June 12, June 27 and July 25, 2019 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 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 twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 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 eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 1306 W. Kirkwood Avenue. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation. HAND is also requesting that the abatement be continuous through June 12, 2020.

BPW Meeting Date: August 6, 2019

Abatement Approved: Y/N

Property Owner: David McDonald

Address: 1306 W. Kirkwood Avenue, Bloomington

Is this a rental? No

Agent: N/A

Address: 1306 W. Kirkwood Avenue, Bloomington, 47404

Parcel Number: 53-05-32-307-014.000-005

Legal Description: 013-37910-00 WATERMAN PT LOT 1



**City of Bloomington
Housing and Neighborhood Development**

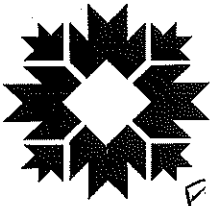
BOARD OF PUBLIC WORKS MEETING

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday August 6th, 2019.**

You may appear at the Board of Public Works hearing to speak on the matter.

Fines are not appealed at this meeting, only abatement.



Notice of Violation

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

Date 7.19.19 Time 2:53 P Address/location 1306 W. 6th 47404

Issued by: 230

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# 43790

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: Cut the overgrowth.
Property will go to the Board of Public Works
for permission to abate.

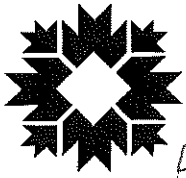
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 MICHAEL ENGLERT
Address 719 HARVARD ST. NW
City WASHINGTON State DC
Zip Code 20001

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

BPW: 8-6-19

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/

PRI

Date 7.26.19 Time 9:39 A Address/location 1306 W Kirkwood

Issued by: 230 47404

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 43828

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: Cut the overgrowth.

Property going to Board of Public Works 8.6.19 for permission to enter & abate.

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

Owner Name David McDonald
 Address 1306 W. Kirkwood
 City Bloomington State IN
 Zip Code 47404

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

BPW: 8-6-19

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 1306 W. Kirkwood Avenue, Bloomington 47404, under parcel number 53-05-32-307-014.000-005 and whose legal description is 013-37910-00 WATERMAN PT LOT 1 (Hereinafter the "Property") which is owned by David McDonald (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.

THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 12th DAY OF JUNE, 2020.

Kyla Cox Deckard, President of the Board

DATED:

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 June 12, June 27 and July 25, 2019, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 6, 2019.

The Board of Public Works now finds as follows:

1. David McDonald (Hereinafter the "Owner") owns the real estate located at 1306 W. Kirkwood Avenue, Bloomington, IN (Hereinafter the "Property").
2. On June 12, June 27 and July 25, 2019, Jo Stong, 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 violations 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 June 12, 2020*.

So Ordered this 6th Day of August, 2019.

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.

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 Street, Apt. or PO Box #: 719 HARVARD ST NW
 City, State, : WASHINGTON, DC 20001

PS Form 38

Monroe County, IN

1306 W Kirkwood AVE, Bloomington, IN 47404-5062
53-05-32-307-014.000-005



Parcel Information

Parcel Number: 53-05-32-307-014.000-005
Alt Parcel Number: 013-37910-00
Property Address: 1306 W Kirkwood AVE
Bloomington, IN 47404-5062
Neighborhood: 1312 Trending 2006 - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: McDonald, David
Owner Address: 1306 W Kirkwood Ave
Bloomington, IN 47404
Legal Description: 013-37910-00 WATERMAN PT LOT 1

Taxing District

Township: BLOOMINGTON TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.062	



Staff Report

To: Board of Public Works

From: Norm Mosier

Date: August 1, 2019

Re: Request to Abate property at 1507 S. Hathaway Ct., Bloomington, IN

Attachments:

1. Notice of Violation Issued on 06/12/2019 and 7/24/2019.
2. Photos
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of 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 06/12/2019 and 7/24/2019, Neighborhood Compliance Officer Norm Mosier inspected the property located at 1507 S. Hathaway Ct., Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to Gentry Estates Dev. Co. (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.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the 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.



CITY OF BLOOMINGTON

City of Bloomington Housing and Neighborhood Development

On 06/12/2019 and 7/24/2019 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 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 twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 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 eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 1507 S. Hathaway Ct . The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation. We are requesting that the Board grant a continuous abatement through June 12, 2020.

BPW Meeting Date: August 6, 2019

Abatement Approved: Y/N

Property Owner: Gentry Estates Dev. Co.

Address: 986 S. St. Rd. 446 Bloomington, In. 47401

Is this a rental? Vacant Lot

Agent:

Address:

Parcel Number: 53-08-10-111-003.020-009

Legal Description: 015-26691-20 Gentry Crest Phase 2 at Renwick Lot 20



**City of Bloomington
Housing and Neighborhood Development**

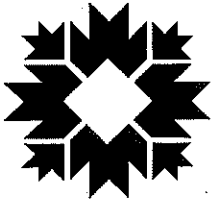
BOARD OF PUBLIC WORKS MEETING

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday, August 6th 2019.**

You may appear at the Board of Public Works hearing to speak on the matter.

Fines are not appealed at this meeting, only abatement.



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 6-12-19 Time 3:50 Address/location (VACANT LOT) 1507 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# 43493

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 VACANT LOT FOR SEASON, IF NOT CORRECTED IN 7 DAYS THE CITY OF BLOOMINGTON WILL MOVE TO ABATEMENT OF PROPERTY.

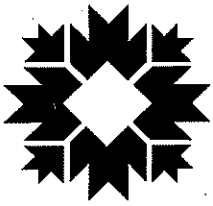
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 DEVELOPMENT CO, INC
Address 986 S. STATE ROAD 446
City BLOOMINGTON **State** IN
Zip Code 47401

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 7-24-19 Time 10:00 Address/location 1507 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# 43805

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 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 GLENVIEW ESTATES DEVELOPMENT
Address 936 S. STATE ROAD 446 CO. INC.
City BLOOMINGTON **State** IN
Zip Code 47401

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

BPW: 8-6-19

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

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City, State, ZIP

Gentry Estates Dev. Co.
986 S STATE RD 446
BLOOMINGTON, IN 47401

PS Form 38

ONE

**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 1507 S. Hathaway Ct., Bloomington 47404, under parcel number 53-08-10-111-003.020-009 and whose legal description is 015-26691-20 Gentry Crest Phase 2 at Renwick Lot 20 (Hereinafter the "Property") which is owned by Gentry Estates Dev. Co. (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.

THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 12th DAY OF JUNE, 2020.

Kyla Cox Deckard, President of the Board

DATED:

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 06/12/2019 and 7/24/2019, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 6, 2019.

The Board of Public Works now finds as follows:

1. Gentry Estates Dev. Co. (Hereinafter the "Owner") owns the real estate located at 1507 S. Hathaway, Bloomington, IN (Hereinafter the "Property").
2. On 06/12/2019 and 7/24/2019, 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 were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations 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 June 12, 2020.*

So Ordered this 6th Day of August, 2019.

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.

Monroe County, IN
1507 S Hathaway CT
39 DEGREES NORTH (855) GIS-3939

Parcel Information

Owner Name	Gentry Estates Development Co Inc
Owner Address	986 S State Road 446 Bloomington, In 47401
Parcel Number	53-08-10-111-003.020-009
Alt Parcel Number	015-26691-20
Property Address	1507 S Hathaway Ct, Bloomington, In 47401
Property Class Code	500
Property Class	Vacant - Platted Lot
Neighborhood	Renwick / Gentry Crest - V, 53009271-009
Legal Description	015-26691-20 Gentry Crest Phase 2 at Renwick Lot 20

Taxing District

Township	Perry Township
Corporation	Monroe County Community

Land Description

Land Type	Acreage	Dimensions
9	0.13	

Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Unknown			Wd	
2003-06-13	Ramsey Land Dev Inc		0	Mi	
2014-02-14	Ramsey Land Development Inc			Qc	
2014-06-20	Gentry Estates Development Co Inc			Wd	\$1,100,000.00
2014-12-19	Gentry Estates Development Co Inc			Wd	

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2019-03-12	Annual Adjustment	\$95,000.00	\$0	\$95,000.00
2018-03-21	Annual Adjustment	\$95,000.00	\$0	\$95,000.00
2017-03-30	Annual Adjustment	\$2,000.00	\$0	\$2,000.00
2016-05-05	Annual Adjustment	\$2,000.00	\$0	\$2,000.00
2015-05-27	General Revaluation	\$1,800.00	\$0	\$1,800.00

Sales

Sale Date	Sale Price	Buyer Name	Seller Name
-----------	------------	------------	-------------

Public Utilities

Water	N
Sewer	N
Gas	N
Electricity	N
All	Y

Exterior Features

Exterior Feature	Size/Area
------------------	-----------

Special Features

Description	Size/Area
-------------	-----------

Summary of Improvements



1507



Fine Due: \$50 \$100
 NOTE: Immediate compliance required to clear the lot or tract of ground within the city to allow...
 BMC 6.06.002 It is unlawful for the owner...
 Warning (No fine due at this time)
 Fine Due: \$50 \$100 \$150
 NOTE: Immediate compliance required to clear the lot or tract of ground within the city to allow...

Comments:

1. Fines shall be paid within 10 days from date of issuance of the Notice of Violation (NOV) to avoid this matter being referred to the Board of Public Works for further enforcement action. This NOV must be returned with payment. You may pay in person at the Department for further enforcement action. Please make checks payable to "HANS" All Fees listed above may be collected in the future.
2. Fines shall not attach to non-permanent residential vacant property (rentals) for a period of seven (7) days provided that the owner of any such lot takes all steps in effect during the time period covered by the NOV (per enforcement action) to clear the property of any such lot within the time period covered by the NOV. A non-payment of any such fine shall be considered a violation of the City's Ordinance and the property owner shall be held responsible for fines if a lot is not presented to the lot within the time period indicated above.
3. The City may take action by its Board of Public Works or the Wayne County Circuit Court in removing trees and shrubs from any lot or tract of ground within the city to clear the lot or tract of ground. The City may hire a private third-party contractor to remove trees and shrubs from any lot or tract of ground within the city. The City has the authority to bring the property into compliance with the Ordinance and the City may take any action necessary to bring the property into compliance with the Ordinance. If the City or its designee, with permission from the City of Bloomington Board of Public Works, removes trees and shrubs from any lot or tract of ground within the city, the owner shall be responsible for the cost of the abatement and all associated costs.
4. The NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board of Public Works within seven days of the date of issuance of the NOV. Violations of BMC 6.06.002 may only be considered if the owner has not taken any action to clear the lot or tract of ground within the time period indicated above.

Owner Name: _____
 Address: _____
 City: _____
 Zip Code: _____

Agent Name: _____
 Address: _____
 City: _____
 Zip Code: _____

Mail Copies To: Resident: _____

BPW

Staff Report

To: Board of Public Works

From: Norm Mosier

Date: August 1, 2019

Re: Request to Abate property at 1513 S. Hathaway Ct., Bloomington, IN

Attachments:

1. Notice of Violation Issued on 06/12/2019 and 7/24/2019.
2. Photos
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of 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 06/12/2019 and 7/24/2019, Neighborhood Compliance Officer Norm Mosier inspected the property located at 1513 S. Hathaway Ct., Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to Gentry Estates Dev. Co. (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.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the 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.



City of Bloomington Housing and Neighborhood Development

On 6/12/2019 and 7/24/2019 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 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 twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 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 eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 1513 S. Hathaway Ct. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation. We are requesting that the Board grant a continuous abatement through June 12, 2020.

BPW Meeting Date: August 6, 2019

Abatement Approved: Y/N

Property Owner: Gentry Estates Dev. Co.

Address: 986 S. St. Rd. 446 Bloomington, In. 47401

Is this a rental? Vacant lot

Agent:

Address:

Parcel Number: 53-08-10-111-003.019-009

Legal Description: 015-26999-19 Gentry Crest Phase 2 at Renwick Lot 19



**City of Bloomington
Housing and Neighborhood Development**

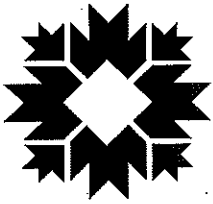
BOARD OF PUBLIC WORKS MEETING

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday, August 6th 2019.**

You may appear at the Board of Public Works hearing to speak on the matter.

Fines are not appealed at this meeting, only abatement.



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 6-12-19 Time 3:55 Address/location (VACANT LOT) 1513 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# 43494

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).

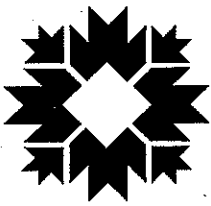
Comments: MOW VACANT LOT FOR SEASON, IF NOT CORRECTED IN 7 DAYS, THE CITY OF BLOOMINGTON WILL MOVE TO ABATEMENT OF PROPERTY

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 DEVELOPMENT CO, INC.
Address 986 S. STATE ROAD 446
City BLOOMINGTON **State** IN
Zip Code 47401

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 8-24-19 Time 10:10 Address/location 1513 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# 43806

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 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 GENTRY ESTATES DEVELOPMENT CO.
Address 986 S. STATE BLVD 446 INC.
City BLOOMINGTON **State** IN
Zip Code 47401

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

BPW: 8-6-19

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

7005 2570 0000 2710 8163

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.95	
Sent To Street, Apt. or PO Box # City, State, ZIP+4®		Gentry Estates Dev. Co. 986 S STATE RD 446 BLOOMINGTON, IN 47401
PS Form 38		USPS

**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 1513 S. Hathaway Ct., Bloomington 47404, under parcel number 53-08-10-111-003.019-009 and whose legal description is 015-26999-19 Gentry Crest Phase 2 at Renwick Lot 19 (Hereinafter the "Property") which is owned by Gentry Estates Dev. Co. (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.

THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 12th DAY OF JUNE, 2020.

Kyla Cox Deckard, President of the Board

DATED:

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 06/12/2019 and 7/24/2019, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 6, 2019.

The Board of Public Works now finds as follows:

1. Gentry Estates Dev. Co. (Hereinafter the "Owner") owns the real estate located at 1513 S. Hathaway Ct., Bloomington, IN (Hereinafter the "Property").
2. On 06/12/2019 and 7/24/2019, 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 were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations 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 June 12, 2020.*

So Ordered this 6th Day of August, 2019.

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.

Monroe County, IN
1513 S Hathaway CT
39 DEGREES NORTH (855) GIS-3939

Parcel Information

Owner Name	Gentry Estates Development Co Inc
Owner Address	986 S State Road 446 Bloomington, In 47401
Parcel Number	53-08-10-111-003.019-009
Alt Parcel Number	015-26691-19
Property Address	1513 S Hathaway Ct, Bloomington, In 47401
Property Class Code	500
Property Class	Vacant - Platted Lot
Neighborhood	Renwick / Gentry Crest - V, 53009271-009
Legal Description	015-26691-19 Gentry Crest Phase 2 at Renwick Lot 19

Taxing District

Township	Perry Township
Corporation	Monroe County Community

Land Description

Land Type	Acreage	Dimensions
91	0.15	

Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Unknown			Wd	
2003-06-13	Ramsey Land Dev Inc		0	Mi	
2014-02-14	Ramsey Land Development Inc			Qc	
2014-06-20	Gentry Estates Development Co Inc			Wd	\$1,100,000.00
2014-12-19	Gentry Estates Development Co Inc			Wd	

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2019-03-12	Annual Adjustment	\$1,900.00	\$0	\$1,900.00
2018-03-21	Annual Adjustment	\$1,900.00	\$0	\$1,900.00
2017-03-30	Annual Adjustment	\$2,000.00	\$0	\$2,000.00
2016-05-05	Annual Adjustment	\$2,000.00	\$0	\$2,000.00
2015-05-27	General Revaluation	\$1,800.00	\$0	\$1,800.00

Sales

Sale Date	Sale Price	Buyer Name	Seller Name
-----------	------------	------------	-------------

Public Utilities

Water	N
Sewer	N
Gas	N
Electricity	N
All	Y

Exterior Features

Exterior Feature	Size/Area
------------------	-----------

Special Features

Description	Size/Area
-------------	-----------

Summary of Improvements

1361

1513



2345678

BMC 6.06.050 ft is a notice for the owner of the premises, above, that the lot or tract of land above is overgrown with weeds, brush, or noxious plants beyond the height of 8 inches.

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

NOTE: Immediate compliance is required in order to avoid additional violation/fines assessed at \$250 per day.

Warning (No fine due at this time)

Comments:

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to the Department for Enforcement action. This NOV must be returned with payment to the Department above. Please make check/money order payable to "HANDS". All fees listed above must be paid in full.
2. Fines shall not attach to non-possessory residential rental property owned by a period tenant, except copy of any and all notices to clear during the time period covered by the NOV (period tenant responsible for fine due). A non-possessory residential rental property owner is the owner of the Property owner(s) shall otherwise be held responsible for fines if a lease is not presented to the City.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Court in order to compel compliance with the NOV. The City may have a private contractor or other person responsible for clearing the property and paying for the cost of the clearing. The City has the authority to bring the property into compliance itself or the City may have a private contractor or other person responsible for clearing the property and paying for the cost of the clearing. The City may also have the authority to remove the property and the City may have a private contractor or other person responsible for clearing the property and paying for the cost of the clearing. The City may also have the authority to remove the property and the City may have a private contractor or other person responsible for clearing the property and paying for the cost of the clearing.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Department, within seven days of the date of issuance of this NOV. Violation of BMC 6.06.050 is a Class C misdemeanor.

Owner Name: _____ State: _____
 Address: _____
 City: _____ Zip Code: _____
 Zip Code: _____

Agent Name: _____
 Address: _____
 City: _____ Zip Code: _____
 Zip Code: _____

Mail Copies To: _____

Staff Report

To: Board of Public Works

From: Norm Mosier

Date: August 1, 2019

Re: Request to Abate property at 1527 S. Hathaway Ct., Bloomington, IN

Attachments:

1. Notice of Violation Issued on 06/12/2019 and 7/24/2019.
2. Photos
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of 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 06/12/2019 and 7/24/2019, Neighborhood Compliance Officer Norm Mosier inspected the property located at 1527 S. Hathaway Ct., Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to Gentry Estates Dev. Co. (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.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the 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.



City of Bloomington Housing and Neighborhood Development

On 06/12/2019 and 7/24/2019 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 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 twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 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 eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 1527 S. Hathaway Ct. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation. We are requesting that the Board grant a continuous abatement through June 12, 2020.

BPW Meeting Date: August 6, 2019

Abatement Approved: Y/N

Property Owner: Gentry Estates Dev. Co.

Address: 986 S. St. Rd. 446 Bloomington, In. 47401

Is this a rental? Vacant Lot

Agent:

Address:

Parcel Number: 53-08-10-111-003.017-009

Legal Description: 015-26691-17 Gentry Crest Phase 2 At Renwick Lot 17



**City of Bloomington
Housing and Neighborhood Development**

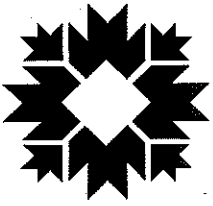
BOARD OF PUBLIC WORKS MEETING

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday, August 6th 2019.**

You may appear at the Board of Public Works hearing to speak on the matter.

Fines are not appealed at this meeting, only abatement.



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 6-12-19 Time 4:00 Address/location (VACANT LOT) 1527 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# 43495

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 VACANT LOT FOR SEASON, IF NOT CORRECTED IN 7 DAYS THE CITY OF BLOOMINGTON WILL MOVE TO ABATEMENT OF PROPERTY.

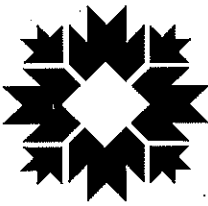
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 DEVELOPMENT CO,
Address 986 S. STATE ROAD 446
City BLOOMINGTON **State** IN
Zip Code 47401

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 D-24-19 Time 10:15 Address/location 1527 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#** 43807

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 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 GENTRY ESTATES DEVELOPMENT CO. INC
Address 986 S STATE ROAD 446
City BLOOMINGTON **State** IN
Zip Code 47401

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

BPW: 8-6-19

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

7005 2570 0000 2710 8163

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.95	

Sent To **Gentry Estates Dev. Co.**

Street, Apt. 1 **986 S STATE RD 446**

or PO Box #

City, State, ZIP **BLOOMINGTON, IN 47401**

PS Form 38

**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 1527 S. Hathaway Ct., Bloomington 47404, under parcel number 53-08-10-111-003.017-009 and whose legal description is 015-26691-17 Gentry Crest Phase 2 At Renwick Lot 17 (Hereinafter the "Property") which is owned by Gentry Estates Dev. Co. (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.

THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 12th DAY OF JUNE, 2020.

Kyla Cox Deckard, President of the Board

DATED:

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 06/12/2019 and 7/24/2019, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 6, 2019.

The Board of Public Works now finds as follows:

1. Gentry Estates Dev. Co. (Hereinafter the "Owner") owns the real estate located at 1527 S. Hathaway Ct., Bloomington, IN (Hereinafter the "Property").
2. On 06/12/2019 and 7/24/2019, 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 were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations 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 June 12, 2020.*

So Ordered this 6th Day of August, 2019.

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.

Monroe County, IN
1527 S Hathaway CT
39 DEGREES NORTH (855) GIS-3939

Parcel Information

Owner Name	Gentry Estates Development Co Inc
Owner Address	986 S State Road 446 Bloomington, In 47401
Parcel Number	53-08-10-111-003.017-009
Alt Parcel Number	015-26691-17
Property Address	1527 S Hathaway Ct, Bloomington, In 47401
Property Class Code	500
Property Class	Vacant - Platted Lot
Neighborhood	Renwick / Gentry Crest - V, 53009271-009
Legal Description	015-26691-17 Gentry Crest Phase 2 at Renwick Lot 17

Taxing District

Township	Perry Township
Corporation	Monroe County Community

Land Description

Land Type	Acreage	Dimensions
91	0.15	

Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Unknown			Wd	
2003-06-13	Ramsey Land Dev Inc		0	Mi	
2014-02-14	Ramsey Land Development Inc			Qc	
2014-06-20	Gentry Estates Development Co Inc			Wd	\$1,100,000.00
2014-12-19	Gentry Estates Development Co Inc			Wd	

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2019-03-12	Annual Adjustment	\$1,900.00	\$0	\$1,900.00
2018-03-21	Annual Adjustment	\$1,900.00	\$0	\$1,900.00
2017-03-30	Annual Adjustment	\$2,000.00	\$0	\$2,000.00
2016-05-05	Annual Adjustment	\$2,000.00	\$0	\$2,000.00
2015-05-27	General Revaluation	\$1,800.00	\$0	\$1,800.00

Sales

Sale Date	Sale Price	Buyer Name	Seller Name
-----------	------------	------------	-------------

Public Utilities

Water	N
Sewer	N
Gas	N
Electricity	N
All	Y

Exterior Features

Exterior Feature	Size/Area
------------------	-----------

Special Features

Description	Size/Area
-------------	-----------

Summary of Improvements

1527

1/16 3/16 1/2 5/8 3/4 7/8 1 1 1/8 1 1/4 1 1/2 1 3/4 2 2 1/4 2 1/2 2 3/4 3 3 1/4 3 1/2 3 3/4 4 4 1/4 4 1/2 4 3/4 5 5 1/4 5 1/2 5 3/4 6 6 1/4 6 1/2 6 3/4 7 7 1/4 7 1/2 7 3/4 8 8 1/4 8 1/2 8 3/4 9 9 1/4 9 1/2 9 3/4 10 10 1/4 10 1/2 10 3/4 11 11 1/4 11 1/2 11 3/4 12 12 1/4 12 1/2 12 3/4 13 13 1/4 13 1/2 13 3/4 14 14 1/4 14 1/2 14 3/4 15 15 1/4 15 1/2 15 3/4 16 16 1/4 16 1/2 16 3/4 17 17 1/4 17 1/2 17 3/4 18 18 1/4 18 1/2 18 3/4 19 19 1/4 19 1/2 19 3/4 20 20 1/4 20 1/2 20 3/4 21 21 1/4 21 1/2 21 3/4 22 22 1/4 22 1/2 22 3/4 23 23 1/4 23 1/2 23 3/4 24 24 1/4 24 1/2 24 3/4 25 25 1/4 25 1/2 25 3/4 26 26 1/4 26 1/2 26 3/4 27 27 1/4 27 1/2 27 3/4 28 28 1/4 28 1/2 28 3/4 29 29 1/4 29 1/2 29 3/4 30 30 1/4 30 1/2 30 3/4 31 31 1/4 31 1/2 31 3/4 32 32 1/4 32 1/2 32 3/4 33 33 1/4 33 1/2 33 3/4 34 34 1/4 34 1/2 34 3/4 35 35 1/4 35 1/2 35 3/4 36 36 1/4 36 1/2 36 3/4 37 37 1/4 37 1/2 37 3/4 38 38 1/4 38 1/2 38 3/4 39 39 1/4 39 1/2 39 3/4 40 40 1/4 40 1/2 40 3/4 41 41 1/4 41 1/2 41 3/4 42 42 1/4 42 1/2 42 3/4 43 43 1/4 43 1/2 43 3/4 44 44 1/4 44 1/2 44 3/4 45 45 1/4 45 1/2 45 3/4 46 46 1/4 46 1/2 46 3/4 47 47 1/4 47 1/2 47 3/4 48 48 1/4 48 1/2 48 3/4 49 49 1/4 49 1/2 49 3/4 50

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The Board of Public Works meeting was held on Tuesday, July 23, 2019, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Beth H. Hollingsworth presiding.

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

Present: Beth H. Hollingsworth
Dana Palazzo

ROLL CALL

City Staff: Christina Smith – Public Works
Michael Large – Public Works
Jo Stong – Housing and Neighborhood
Jacquelyn Moore – City Legal
Doris Sims – Housing and Neighborhood Dev.
Matthew Smethurst – Planning and Transportation
Paul Kehrberg – Planning and Transportation

Beth H. Hollingsworth would like to congratulate the kids who participated in the Bryan Park Pool Kids' Triathlon.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

**TITLE VI
ENFORCEMENT**

Jo Stong, Housing and Neighborhood Development, presented Permission to Abate Property at 921 W. 9th St. See meeting packet for details.

**Permission to Abate
Property at 921 W. 9th St.**

Board Comments: Hollingsworth asked if the residence is vacant; Stong confirmed. Palazzo asked if Stong needs a continuous abatement; Stong confirmed.

Palazzo made a motion to abate property at 921 W. 9th St. Palazzo seconded. Motion is passed.

CONSENT AGENDA

1. **Approve Minutes 7-9-19**
2. **Resolution 2019-64: Approve Jill Behrman 5K Color the Campus Run (Saturday, October 26th)**
3. **Resolution 2019-65: Approve Blue Ridge Neighborhood Block Party (Sunday, September 8th)**
4. **Resolution 2019-66: Approve Tamarron Picnic/Block Party (Saturday, October 5th)**
5. **Approve Amendment of Trades District Lot 4 Final Plat**
6. **Approve MOU between City of Bloomington and County of Monroe**
7. **Approve Payroll**

Palazzo made a motion to approve the items on the consent agenda. Hollingsworth seconded the motion. Motion is passed. Consent agenda is approved.

NEW BUSINESS

Jacquelyn Moore, City Legal, presented Approve Permanent Utility Easement at Switchyard Park from the Parks and Recreation Department. See meeting packet for details.

Approve Permanent Utility Easement at Switchyard Park from the Parks and Recreation Department

Board Comments: Hollingsworth asked if City of Bloomington Utilities and Smithville are sharing a trench. Moore confirmed that all utilities can be placed within the trench. Hollingsworth asked if the Board of Public Works is a part of approving this for the City. Moore said one of the parcels is owned by the City of Bloomington which is why it has come to the Board.

Palazzo made a motion to Approve Permanent Utility Easement at Switchyard Park from the Parks and Recreation Department. Hollingsworth seconded. Motion is passed.

Resolution 2019-70: Request for the Approval of Title 16 Fee Increase

Doris Sims, Housing and Neighborhood Development, presented Resolution 2019-70: Request for the Approval of Title 16 Fee Increase. See meeting packet for details.

Board Comments: Hollingsworth asked Sims if the increase will make up the loss the department has had within the last year. Sims said the increase won't come close to covering the permits but it will help some. Hollingsworth asked how they will notify the residents being inspected. Sims said if approved, they will send out notifications by email through the department's newsletter. Palazzo mentioned they have not raised inspection fees since 2015. Palazzo asked Sims if they will start to increment the fees every year. Sims said within the next year they should be receiving a new software. Through that database they could study if the fees are reflecting the actual time it takes to do an inspection. If they need additional funding based on the information the database shows, they can go in front of the Council and request an increase. Hollingsworth asked if the department will be working with the IT department for the new software; Sims confirmed.

Palazzo made a motion to Approve Resolution 2019-70: Request for the Approval of Title 16 Fee Increase. Hollingsworth seconded. Motion is passed.

Matt Smethurst, Planning and Transportation, presented Approve Change Orders #2 and #5 from Crider & Crider, Inc., for Tapp Rd. & Rockport Rd. Intersection Improvements Project. See meeting packet for details.

Approve Change Orders #2 and #5 from Crider & Crider, Inc., for Tapp Rd. & Rockport Rd. Intersection Improvements Project

Board Comments: Hollingsworth needed clarification on the funding of this project. Smethurst said both change orders will be 100% locally funded. Palazzo asked why the completion of this project was accelerated. Smethurst said there were two time extensions granted for the project which would allow the contractor to winterize the project and not open the intersection until Spring; they wanted the intersection to be open before winter. Hollingsworth asked why the acceleration of the project is so expensive. Smethurst said they had to do temporary lane markings because the temperature was too low to do permanent markings. They also had to hire flaggers in order to keep the intersection open. There was also some modifications to the concrete work from the winter time.

Palazzo made a motion to Approve Change Orders #2 and #5 from Crider & Crider, Inc., for Tapp Rd. & Rockport Rd. Intersection Improvements Project. Hollingsworth seconded. Motion is passed.

Paul Kehrberg, Planning and Transportation, presented Resolution 2019-69: Approve Right-of-Way Encroachment Agreement from the North Walnut Street Properties, LLC at 120 N. Walnut St. See meeting packet for details.

Resolution 2019-69: Approve Right-of-Way Encroachment Agreement from the North Walnut Street Properties, LLC at 120 N. Walnut St.

Board Comments: Hollingsworth asked if this was for safety issues; Kehrberg confirmed. Hollingsworth asked if this would interfere with traffic or pedestrian traffic; Kehrberg said no.

Palazzo made a motion to Approve Resolution 2019-69: Approve Right-of-Way Encroachment Agreement from the North Walnut Street Properties, LLC at 120 N. Walnut St. Hollingsworth seconded. Motion is passed.

Christina Smith, Public Works, wanted to let the Board know they are wrapping up the Henderson Street paving project and it will hopefully be done by 7/24/2019. Smith brought up the water main break that happened this past weekend on Kirkwood Ave. and Washington St. Public Works is hopeful to have everything cleared up and opened by Thursday, July 25th. Hollingsworth asked if the heavy traffic through that intersection created the break. Smith said they are unsure, it could be a variety of things. A lot of times it's because of weather and age. Lastly, Smith wanted to remind residents IU will be starting soon, which means large item collections will be in demand. Please call the Sanitation Department at 812-349-3443 to schedule a pick up. You can also schedule online at <https://bloomington.in.gov/sanitation>. Public Works will send out newsletters and post on social media to let residents know this information.

STAFF REPORTS & OTHER BUSINESS

Hollingsworth made a motion to approve claims in the amount of \$1,999,941.21. Palazzo seconded. Claims are approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 5:48 P.M.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Resolution 2019-68 - Mobile Vendor in right of way
Petitioner/Representative: Taneisha Henline, Top Shotta Jerk Chicken LLC
Staff Representative: Laurel Waters
Meeting Date: August 6, 2019

Taneisha Henline, owner of Top Shotta Jerk Chicken LLC, was approved for renewal of a Mobile Vendor License for one year beginning August 3, 2019, through August 2, 2020, for private property. Ms. Henline would like to operate her food truck in the City's right of way. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling Jamaican jerk chicken.

This renewal application is good for one year and is retroactive to align with the approval for the license to operate on private property, which runs from August 3, 2019, to August 2, 2020.

Staff is supportive of the request.

Recommend **Approval** **Denial by** Laurel Waters



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Taneisha Henline		
Title/Position:	Owner		
Date of Birth:	Dec 8, 1991		
Address:	4114 Daniel Ave		
City, State, Zip:	Bloomington Indiana 47403		
E-Mail Address:	Jamatek.henline@gmail.com		
Phone Number:	812 361 3912	Mobile Phone:	812 361 3912

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

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

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

4. Company Information

Name of Employer:	
Address of Employer:	

City, State, Zip:					
Employment Start Date:			End Date (If known):		
Phone Number:					
Website / Email:					
Company is an:	<input type="checkbox"/> LLC	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
Taneisha Ventline	4114 Daniel Ave, Bloomington IN, 47403

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

Date of incorporation or organization:	10/16/17
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

7. Description of product or service to be sold and any equipment to be used

Authentic Jamaican Jerk Chicken. The chicken will be jerked on a customized fire marshall approved grill. We will be using our custom built mobile unit with equipments such as (1) 38' standing fridge, one sandwich prep station, (1) 48' 2 door walk in cooler, 3 bay sink and a handwashing station.

Also one ~~hot~~ water heater.

Planned hours of operation:

Tuesday-Sunday (6pm-9pm) lunches sometimes from 11:00-2:00^{am}pm
Sometimes later in the night on Thursdays-Sunday from 12am-3:30am

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

Grant Properties parking lot (222 S College ave).
Walmart: maybe in winter (will provide letter if so)

Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.

Please Attach

Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?

Yes

No

(If Yes) Provide details

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

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received: <i>10-7-31-19</i>	Received By: <i>L. Waters</i>	Date Approved:	Approved By:
-------------------------------------	----------------------------------	----------------	--------------

Trailer



State Form 4609 (RS/7-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
		01/12/19	05/22/18	53 - MONROE	R 19	TR328ZNV	GP	3	18	N	TR	TR328ZNV
EXPIRATION DATE	NUMERICALITY		VEHICLE YEAR		MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER		TYPE	COLOR		
01/31/20	NONE OF THE ABOVE		18	R G	R G	TR	76RR11080JZ000818		TR	BLK/		
CURRENT YEAR TAX	EX TAX	EX CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
8.00	0.00	0.00	8.00	10.00	0.00	16.35	0.00	34.35				
PRIOR YEAR TAX	EX TAX	EX CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
REGISTRATION LICENSE TYPE												
GENERAL TRAILER NEW FORMAT 3,000												



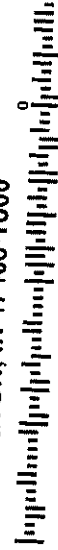
PD

Legal Address
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806

TOP SHOTTA JERK CHICKEN
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806



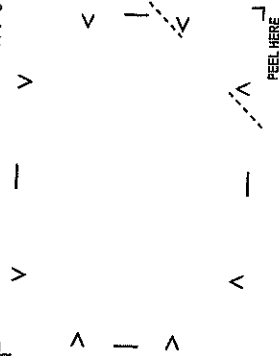
631 1/1



BATCH# 3896412 SEQUENCE# 631 1/1

INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.



Food Truck



State Form 48099 (R5/7-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
11	16	06/20/18	05/22/18	53 - MONROE	N	19	762UT	PA			N	VA	
EXPIRATION DATE		MUNICIPALITY		VEHICLE YEAR		MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	TYPE	COLOR			
01/31/20		NONE OF THE ABOVE		02		WRK	STE	5T4HP41RX23344383	VA	GRN/BLK			
CURRENT YEAR TAX	EXTRA TAX	EX CREDIT	DAY CREDIT	NET EX TAX	CO. WHEELS/SUR	25.00	MUN. WHEELS/SUR	STATE REG FEE	ADMIN FEE	TOTAL			
15.75	15.75	0.00	0.00	21.00	0.00	0.00	36.35	0.00	0.00	82.35			
PRIOR YEAR TAX	EXTRA TAX	EX CREDIT	DAY CREDIT	NET EX TAX	CO. WHEELS/SUR	18.75	MUN. WHEELS/SUR	STATE REG FEE	ADMIN FEE	TOTAL			
15.75	15.75	0.00	0.00	15.75	0.00	0.00	0.00	0.00	0.00	34.50			

LU

Legal Address
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806



47 1/1
3-2

TOP SHOTTA JERK CHICKEN
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806

BATCH# 1886756 SEQUENCE# 47 1/1

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Asher Fleet Services
INSPECTOR'S NAME Tyler Campbell INSPECTOR'S PHONE # 812-339-6783
DATE OF INSPECTION 7/25/2019
TAXICAB COMPANY _____
VEHICLE YEAR 2009 MAKE Ch/workhorse MODEL P42
VIN 5T4HP41RX23344383

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attach this completed Inspection Sheet with your permit or renewal application and remit to:

Department of Economic and Sustainable Development
401 N. Morton St. Suite 150
Bloomington, Indiana 47404
812-349-3419

Additional Comments by Inspector: _____

Inspector Signature *Jyla Campbell*

Date: 7/25/2019

Attach this completed Inspection Sheet with your permit or renewal application and remit to:

**Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2019

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

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

PRODUCER German American Insurance 211 S. College Bloomington IN 47404	CONTACT NAME: Michele Schoenbachler	FAX (A/C, No): 888-840-5705	
	PHONE (A/C, No, Ext): 812-482-0739	E-MAIL ADDRESS: michele.schoenbachler@germanamerican.com	
INSURED Top Shotta Jerk Chicken, LLC FREEFO0-01	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Indiana Farmers Mutual Ins Co		22624
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 676949376 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CGL1008962	6/25/2019	6/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP1009771	6/25/2019	6/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington
401 N Morton St
Bloomington IN 47404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
812.349.3418

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

TANEISHA HENLING

Name, Printed



Signature

07/23/19

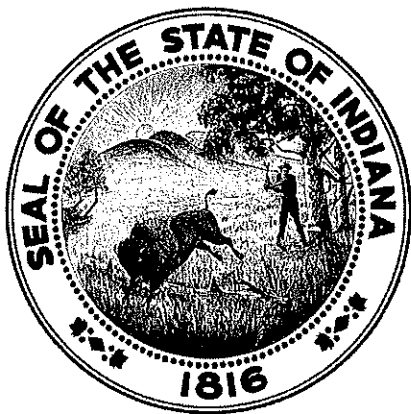
Date Release Signed

**State of Indiana
Office of the Secretary of State**

Certificate of Organization
of
TOP SHOTTA JERK CHICKEN LLC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, October 16, 2017.



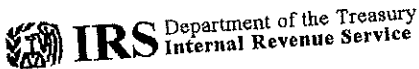
In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 13, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201710161218818 / 7724856

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



Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0457209009
Apr. 12, 2018 LTR 147C 0
82-3072079 000000 00
00006980
BODC: SB

TOP SHOTTA JERK CHICKEN LLC
TOP SHOTTA JERK CHICKEN
% TANEISHA C HENLINE SOLE MBR
4114 W DANIEL AVE
BLOOMINGTON IN 47403-1806



030679

Employer identification number: 82-3072079

Dear Taxpayer:

Thank you for your inquiry of Apr. 03, 2018.

Your employer identification number (EIN) is 82-3072079. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 150
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

812.349.3418

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:


- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- € No mobile food vendor unit shall locate in an alleyway.
- € Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- € Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- € No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- € No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- € No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.

- € No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.
- € No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- € No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- € No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- € No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: Taneisha Henline

Signature: 

Date: July 23rd, 2019

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 150
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

812.349.3418

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- € Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- € No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- € No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- € Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- € Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure; ○ Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- o No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- o Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- o The sound level measurement shall be determined as follows:

Calibrate the sound level meter within one (1) hour before use.

Set the sound level meter on the "A" weighted network at slow response.

Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.

Recalibrate the sound level meter after use.

- o It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: _____

Taneisha Henline

Signature: _____



Date: _____

July 23rd, 2009

**City of Bloomington
Fire Department**

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Food Vendor Certificate

Date: 02/07/2019

Business Name: Top Shotta Jerk Chicken LLC

Address:

Phone:

The following permit has been issued:

Permit No. 000137

Type: FOOD Temporary Vender/Cooking

Issued Date: 02/07/2019

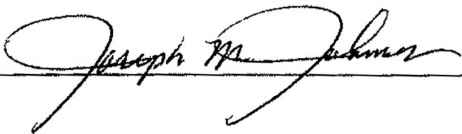
Effective Date: 02/07/2020

Expiration Date:

This permit is for a food trailer/vehical operating under the above named and is good for one year from the issue date. All other city rules and ordinance must be followed in conjunction with this permit.

Please contact City of Bloomington Fire for more information.

Inspector: Joseph M Johnson



Date _____

2/7/19

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



TOP SHOTTA JERK CHICKEN
TANEISHA HENLINE
2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE
BLOOMINGTON, IN 47404

2019

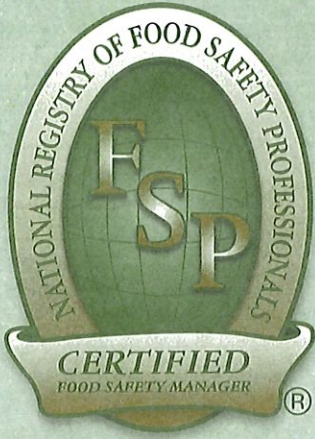
Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.

Issued FEB 21 2019

By *Thomas W. Shroyer*

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location



**NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®**

CERTIFIES

TANEISHA C HENLINE

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE

FOOD SAFETY MANAGER

UNDER THE

CONFERENCE FOR FOOD PROTECTION STANDARDS

PRESIDENT:

LAWRENCE J. LYNCH, CAE



6751 Forum Drive, Suite 220, Orlando, FL 32821
(800) 446-0257 F (407) 352-3603 www.NRFSP.com
National Registry of Food Safety Professionals®

ISSUE DATE: DECEMBER 7, 2017
EXPIRATION DATE: DECEMBER 7, 2022
CERTIFICATE NO: 21412961
TEST FORM: EXE70

This certificate is not valid for more than five years from date of issue.

PERMISSION LETTER

Date: 03.22.19

Re: **Permission to use private property** ~~_____~~

I, Kimberly Key - V.P. of Grant give permission to
Properties

Top Shotta Jerk Chicken to use the property ~~_____~~
↳ parking lot only

~~_____~~ located at
200-226 S. College Ave as a

authorized solicitor, beginning 03.22.19 and ending upon request by the
owners of The College Square Professional building
or 6 months 09.22.19, * after 5pm M-F and
anytime on the weekends

Property owner/ Authorized Representative:

Kimberly Key
(Name)

Kimberly Key
(Signature)

kkey@grantprops.com
(Email)

812.333.9579
office ~~_____~~

**City of Bloomington
Fire Department**

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Food Vendor Certificate

Date: 02/07/2019

Business Name: Top Shotta Jerk Chicken LLC (Truck)

Address: Bloomington, IN 47408

Phone:

The following permit has been issued:

Permit No. 000138

Type: FOOD Temporary Vender/Cooking

Issued Date: 02/07/2019

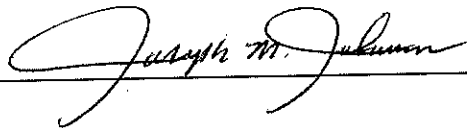
Effective Date: 02/07/2020

Expiration Date:

This permit is for a food trailer/vehical operating under the above named and is good for one year from the issue date. All other city rules and ordinance must be followed in conjunction with this permit.

Please contact City of Bloomington Fire for more information.

Inspector: Joseph M Johnson



Date 2-7-19



**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-68**

**Mobile Vendor in Public Right of Way
Top Shotta Jerk Chicken LLC**

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”); and

WHEREAS, Taneisha Henline, owner of Top Shotta Jerk Chicken LLC (“Vendor”), is seeking to renew a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

WHEREAS, Vendor obtained a Mobile Vendor License for one year beginning on August 3, 2019, and running through August 2, 2020, for operation on private property; and

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on August 3, 2019, and ending on August 2, 2020.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.

RESOLUTION 2019-68

- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS 6th DAY OF AUGUST 2019.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2019-68** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Taneisha Henline, Owner
Top Shotta Jerk Chicken LLC

Date: _____



Board of Public Works Staff Report

Project/Event: IMU Student Involvement and Leadership Center

Staff Representative: Sean Starowitz

Petitioner/Representative: LaSabra Williams

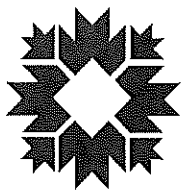
Date of Event: August 29, 2019

Date of Meeting: August 6, 2019

Report: IMU Student Involvement and Leadership Center would like to close 7th Street between Woodlawn and Indiana on August 29, 2019 from 8:00 a.m. until 9:00 p.m. for the Student Involvement Fair as they have done in the past. The Student Involvement Fairs is an annual event that provides students the opportunity to meet with and learn about ways to get involved on campus. This year, the event will be on the first day of classes from 3 – 7 p.m. (shifting the time to accommodate class schedules and move it out of the hottest time of the day). The Student Involvement Fair will feature over 400 student organizations and around 100 community service organizations and IU departments, as well as food, and music in Dunn Meadow and on 7th Street. The Student Involvement Fair is free and open to all.

Recommendation and Supporting Justification: The petitioners have provided a traffic control plan, will provide insurance and traffic control. The event is in a campus area. A noise waiver has been included in the resolution as well as a hold harmless clause.

Recommend **Approval** **Denial by** Sean Starowitz



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton Street, Suite 150
Bloomington, Indiana 47404
812-349-3418
Department of Public Works
812-349-3410

1. Applicant Information

Contact Name:	LaSabra Williams		
Contact Phone:	812-855-6367	Mobile Phone:	615-818-9599
Title/Position:	Program Advisor, Student Involvement and Leadership Center		
Organization:	Indiana Memorial Union		
Address:	900 E. 7 th Street		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	lasawill@iu.edu		
Organization E-Mail and URL:	sil@indiana.edu		
Org Phone No:	812-855-4682	Fax No:	

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	IU Dining		
Address:	801 N. Jordan		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	rashriv@iu.edu		
Phone Number:	812-855-2418	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	August 29, 2019 and August 30, 2019 (8/30 is a rain date)	
Time of Event:	Date: 8/29/19 & 8/30/19 Start: 3pm Date: 8/20/18 End: 7pm	
Setup/Teardown time Needed	Date: 8/29/19 & 8/30/19 Start: 8am Date: 8/20/18 End: 9pm	
Calendar Day of Week:	Thursday	
Description of Event:	<p>The Student Involvement Fair is an annual event that provides students the opportunity to meet with and learn about ways to get involved on campus. This year, the event will be on the first day of classes from 3-7pm (shifting the time to accommodate class schedules and move it out of the hottest time of the day). The Student Involvement Fair will feature over 500 student organizations and around 100 community service organizations and IU departments in Dunn Meadow and on 7th Street (between Indiana & Woodlawn). The Student Involvement Fair is free and open to all.</p> <p>There will be an information booth closest to the IMU Commons entrance to help people navigate the Fair and there will be sections visually highlighted around student organization topics to continue to make the fair easier to navigate. 2-3 stages will be provided for student organizations for performances and demonstrations. The Dunn Meadow concrete pad will be used in addition to the steps behind the newly created Indiana University sign at the corner of Indiana and 7th Street.</p> <p>The IMU will be providing food for sale through the Dunn Meadow Grill on the Centennial Patio. An additional food offering may be provided through IU Dining but that has not been determined yet.</p>	
Expected Number of Participants:	3,000	Expected # of vehicles (Use of Parking Spaces to close): 0

4. IF YOUR EVENT IS A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> • Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

IF YOUR EVENT IS A **FESTIVAL/SPECIAL COMMUNITY EVENT** YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Noise Permit application <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

8.

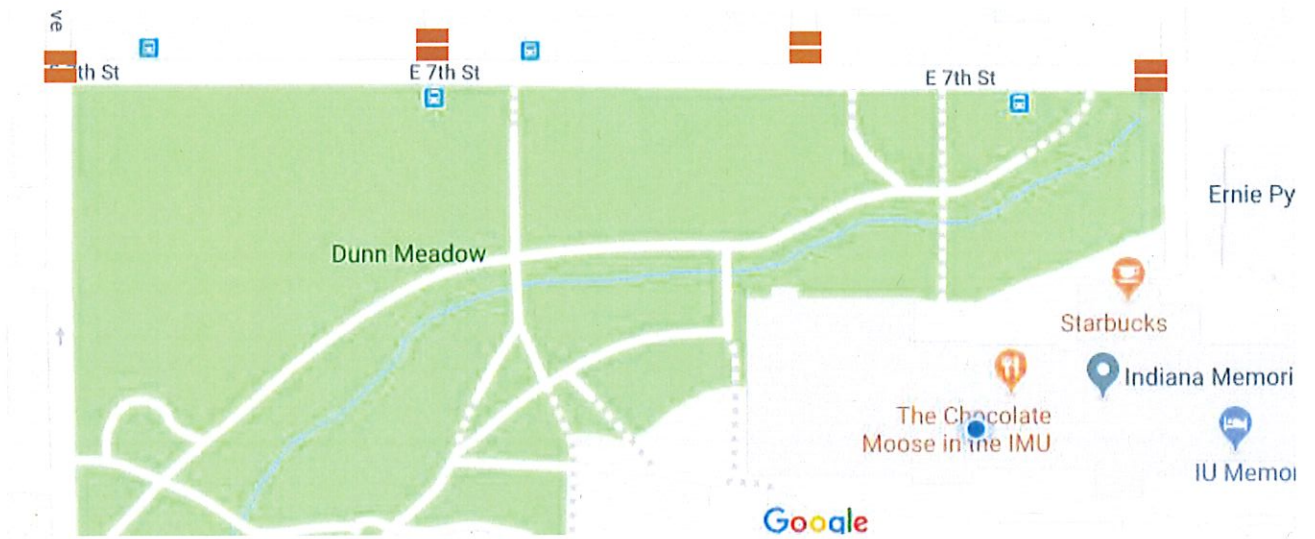
CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		

Road Closure for Student Involvement Fair



Key

 = Type 3 Barricade

7th Street from Indiana to Woodlawn will be closed in both directions with barricades placed at Indiana and Woodlawn (not blocking the flow of traffic going north, just east to west) and on Fess and Park to restrict traffic from coming onto 7th Street.

**BOARD OF PUBLIC WORKS
RESOLUTION 2019-71**

IMU STUDENT INVOLVEMENT FAIR

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise city streets; and

WHEREAS, IMU has requested use of city streets to conduct a student involvement fair; and

WHEREAS, IMU has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized: E. 7th Street between N. Indiana Avenue and N. Woodlawn Avenue.
2. The street closures outlined above are for the purposes of allowing IMU to provide an event of high quality that is mutually beneficial to participants and the community on Thursday, August 29th (rain date August 30th).
3. IMU shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. IMU shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. IMU shall obtain, and place at IMU's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. IMU agrees to close the streets not before 8:00 a.m. on Thursday, August 29, 2019 and to remove barricades and signage by 9:00 p.m. on Thursday, August 29, 2019. Rain Date set for Friday, August 30, 2019.
5. The IMU shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
6. The IMU will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs

RESOLUTION 2019-71

posted as part of the event. Cleanup shall be completed by 9:00 p.m. on Thursday, August 29, 2019.

7. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. The Board of Public Works herein declares the above-described an approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
9. IMU shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
10. In consideration for the use of the City's property and to the fullest extent permitted by law, IMU, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") 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.
11. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 6th DAY OF AUGUST, 2019.

BOARD OF PUBLIC WORKS:

IMU REPRESENTATIVE

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name

Dana Palazzo, Secretary

Position

Date

RESOLUTION 2019-71



Board of Public Works Staff Report

Project/Event: Union Board Block Party and Concert

Petitioner/Representative: Mara Dahlgren - IU Union Board

Staff Representative: Sean Starowitz

Meeting Date: August 6, 2019

Event Date: August 23rd thru August 25th, 2019

The IU Union Board is requesting the closure of E. 13th Street between N. Fee Lane and N. Walnut Grove from 8:00 a.m. Friday, August 23rd, 2019 thru Sunday, August 25, 2019 at 1:30 a.m. for a concert and block party to welcome students back to school.

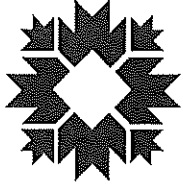
Insurance showing the City, as additionally insured, will be provided. IU has held this event in the past and the area is on campus; however, 13th Street is a city street. A noise waiver has also been included in the request.

IUPD has been notified by the petitioner and supports the request.

Staff recommends approval of the request.

✓

SPECIAL EVENT APPLICATION



CITY OF BLOOMINGTON

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

Department of Public Works

812-349-3410

1. Applicant Information

Contact Name:	LaSabra Williams		
Contact Phone:	812-855-6367	Mobile Phone:	
Title/Position:	Program Advisor, Student Involvement & Leadership		
Organization:	Indiana University – Indiana Memorial Union		
Address:	900 E. 7 th Street		
City, State, Zip:	Bloomington, IN, 47405		
Contact E-Mail Address:	lasawill@iu.edu		
Organization E-Mail and URL:	www.unionboard.org		
Org Phone No:		Fax No:	

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	Residential Programs & Services		
Address:	801 N. Jordan		
City, State, Zip:	Bloomington, IN, 47405		
Contact E-Mail Address:	connorp@indiana.edu		
Phone Number:		Mobile Phone:	
	Department oversees residential campus and approves sound		
Organization Name:	University Events – Doug Booher		
Address:	1211 E 7 th Street		
City, State, Zip:	Bloomington, IN, 47405		
E-Mail Address:	dbooher@indiana.edu		
Phone Number:	812-855-7980	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	8/24/2019 – street closure to begin 8/23 and end 8/25	
Time of Event:	Date:8/24/2019 Start: 7:00PM	Date: 8/25/2019 End:1:30AM
Setup/Teardown time Needed	Date:8/23/2019 Start:8:00am	Date:8/25/2019 End: 1:30AM
Calendar Day of Week:	Friday-Sunday	
Description of Event:	Welcome Back event for IU students to include a three act lineup concert. Activities begin at 7PM before the gates to the concert open. The event is closed to IU Students only and will be staffed by ESG and managed by University Events. Event is in its 7th year and provides a late night alternative for the IU students. The road closure is for service vehicles to park and to run hoses to provide potable water for attendees – have been in contact with Michael Chase from the City of Bloomington.	
List of Street Closures (If applicable)		
Expected Number of Participants:	5000	Expected # of vehicles (Use of Parking Spaces to close):

4. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

5. IF YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6.

CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.

Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	IU Block Party		
Location of Event:	13 th and Fee Parking Lot		
Date of Event:	8/24/2019	Time of Event:	Start: 7PM
Calendar Day of Week:	Saturday		End: 1:30AM
Description of Event:	<p>Welcome Back event for IU students to include a three act lineup concert. Activities begin at 7PM before the gates to the concert open. The event is closed to IU Students only and will be staffed by ESG and managed by University Events. Event is in its 7th year and provides a late night alternative for the IU students. The road closure is for service vehicles to park and to run hoses to provide potable water (cc: Michael Chase) for attendees</p> <p>As the amplified sound is taking place in an area surrounded by IU buildings and residence halls, one of the event cosponsors, Pat Conner – Executive Director of Residential Programs and Services – has approved all amplified sound impacting residence halls and will ensure his staff will notify the student most impacted.</p>		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	LaSabra Williams		
Organization:	Indiana University	Title:	Program Advisor, Student Involvement & Leadership
Physical Address:	900 E 7 th Street		
Email Address:	lasawill@iu.edu	Phone Number:	812-855-6367
Signature:	LaSabra Williams	Date:	6/18/2019

FOR CITY OF BLOOMINGTON USE ONLY

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

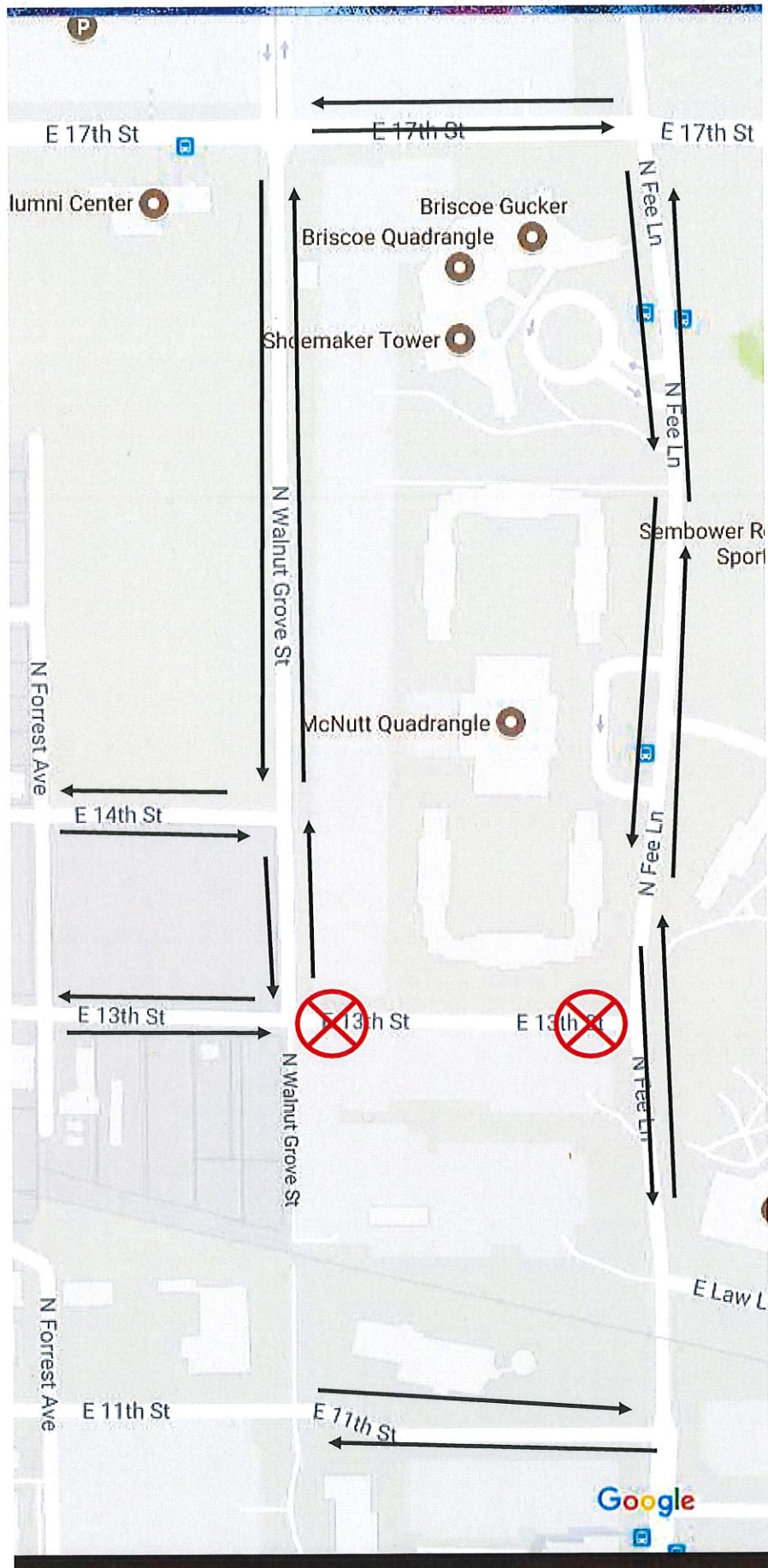
BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary



**BOARD OF PUBLIC WORKS
RESOLUTION 2019-72**

IU WELCOME BACK BLOCK PARTY AND CONCERT

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise city streets; and

WHEREAS, IU Union Board has requested use of city streets to conduct a block party and concert for students; and

WHEREAS, IU Union Board has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized: E. 13th Street between N. Fee Lane and N. Walnut Grove.
2. The street closures outlined above are for the purposes of allowing IU Union Board to provide an event of high quality that is mutually beneficial to participants and the community beginning with set up on Friday, August 23, 2019 at 8:00 a.m. and tear down complete by 1:30 a.m. on Sunday, August 25, 2019. The event hours are Saturday, August 24, 2019 from 7:00 pm until 1:30 a.m.
3. IU Union Board shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. IU Union Board shall be responsible for developing a Traffic Plan to be approved Plan to be approved by the Planning and Transportation Department. IMU shall obtain, and place at IMU's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Banneker agrees to close the streets not before 8:00 a.m. on Saturday, August 24, 2019 and to remove barricades and signage by 1:30 a.m. on Sunday, August 25, 2019.
5. The IU Union Board shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

RESOLUTION 2019-72

6. The IU Union Board shall be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 1:30 a.m. on Sunday, August 25, 2019.
7. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
8. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event until 11 PM.
9. IU Union Board shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
10. In consideration for the use of the City's property and to the fullest extent permitted by law, IU Union Board, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") 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.
11. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 6TH DAY OF AUGUST, 2019.

RESOLUTION 2019-72

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Date

IU UNION BOARD

Signature

Printed Name

Position

Date



Board of Public Works Staff Report

Project/Event: Noise Permit and Reserved Parking for Garlic and Art Fest at Waldron, Hill & Buskirk Park

Petitioner/Representative: Dave Cox

Staff Representative: Sean Starowitz

Meeting Date: August 6, 2019

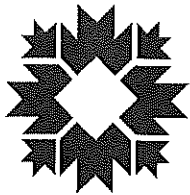
Garlic and Art Fest is producing an art and food fair in Waldron, Hill and Buskirk Park. They have requested a noise permit from noon until 10:00 p.m. on Saturday, August 31, 2019 and Sunday, September 1, 2019 so that amplified music may be played. Their reservation of Waldron, Hill and Buskirk Park has been approved by Bloomington Parks & Recreation Department.

They also request to reserve 8 parking spaces on Lincoln Street adjacent to the Park for food vendors. The spaces would be reserved from August 30, 2019 at 3:00 p.m. until noon, Monday September 2, 2019.

A Noise Permit application has been submitted with their application.

Recommend Approval Denial by Sean Starowitz

Avan 6



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

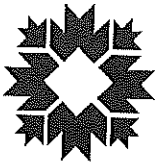
City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton Street, Suite 150
Bloomington, Indiana 47404
812-349-3418
Department of Public Works
812-349-3410

1. Applicant Information

Contact Name:	David Cox		
Contact Phone:		Mobile Phone:	812-325-9415
Title/Position:	Director		
Organization:	Blount County West of Community Art Fair		
Address:	1008 S Madison		
City, State, Zip:	Blount TN 47403		
Contact E-Mail Address:	Pdlee11@tel.com		
Organization E-Mail and URL:	Same		
Org Phone No:	812 325-9415	Fax No:	

2. Any Key Partners Involved (including Food Vendors if applicable)

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



NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

CITY OF BLOOMINGTON

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Garlic Fest		
Location of Event:			
Date of Event:	31 Aug ~ 1 st Sept	Time of Event:	Start: 11:00 AM 3:15 End: 10:00 PM 1:15
Calendar Day of Week:			
Description of Event:	Garlic Fest & Art Fair Live Music Both days		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	A. David Cox		
Organization:	Garlic Fest & Art Fair	Title:	Director
Physical Address:	1008 S Madison		
Email Address:	pdcoxx@nd.com	Phone Number:	812-3259418
Signature:		Date:	31 Aug 19

FOR CITY OF BLOOMINGTON USE ONLY

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

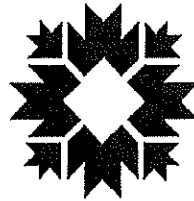
BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary



CITY OF BLOOMINGTON
parks and recreation

Mailing Address
Administrative Offices
401 N. Morton St. Suite 250
PO Box 848
Bloomington, IN 47402
Phone: (812) 349-3700
Fax: (812-349-3705
parks@bloomington.in.gov
www.bloomington.in.gov/parks

Allison-Jukebox
Community Center
351 South Washington Street
Bloomington, IN 47401
(812) 349-3731

Banneker Community Center
930 West 7th Street
Bloomington, IN 47402
(812) 349-3735

Cascades Golf Course
3550 North Kinser Pike
Bloomington, IN 47402
(812) 349-3764

Frank Southern Ice Arena
1965 South Henderson Street
Bloomington, IN 47401
(812) 349-3740

Twin Lakes Recreation Center
1700 West Bloomfield Road
Bloomington, IN 47403
(812) 349-3720

Inclusive Recreation
(812) 349-3747

Maintenance, Landscaping
& Cemetery Operations
(812) 349-3498

Urban Forestry
(812) 349-3716

Date: July 5, 2019

Dear Mr. Cox:

I am pleased to inform you that your request for a Special Use Permit has been approved for the following event/facility/date:

Garlic Fest

Waldron, Hill and Buskirk Park, Stage, and Allison Jukebox Restrooms

Saturday, Aug. 31st – Sunday Sept. 1st (dates include set-up & dismantle)

Special Notes:

A Certificate of Insurance and event agenda must be submitted. These items should be received in this office, along with payment, by August 19, 2019.

The Board of Park Commissioners has approved the sale of alcohol at this event. Prior to the event, this office must receive a copy of the event organizations alcohol permit.

Since the number of participating vendors has not been determined, the attached invoice was calculated using a tentative number of twenty-five vendors. It will be the responsibility of the event organizer, to provide Bloomington Parks and Recreation with a final number of attending vendors at the close of the event. Should this number differ from the twenty-five vendors invoiced, a refund or additional invoice, will be sent to the event organizer after the date of the event.

Dumpster and recycling bins cannot be placed in handicap parking space.

All tents must be securely weighted down on all sides.

Staking of tents is prohibited in parks.

Active solicitation is prohibited from the stage area or among those attending.

The placement of jars with signage requesting donations is permissible.

Trash bags to be used in Parks receptacles will need to be provided by the event organization.

The Parks Department is not responsible for overnight security.

Contact Crystal Ritter for arrangement of pick-up and return of stage keys.

Contact Laurel Water with Economic and Sustainable Development to determine if a noise permit is necessary.

Contact Sean Starowitz with Economic and Sustainable Development regarding use of City streets or sidewalks.

Contact Animal Control regarding live animals.

Please make sure attendees do not park in or block the police parking lot, as emergency vehicles must be able to quickly enter and leave this area.

Use, Security, Safety

1. The holder of the special use permit and representing the group shall be responsible for the event and must be present at the facility throughout the time of the activity. Any holder of a special use permit who abuses the privilege of using a facility will be deprived of their use.
2. The department reserves the right to require an event promoter to hire security personnel before being granted permission to conduct an activity on department property.
3. It is expressly understood that the City of Bloomington has no obligation to provide police, fire, sanitation, street, parking attendants, or other services in support of a special use or event on its properties.
4. Users may be required to sign liability waivers, releases, and/or indemnification agreements as a condition of permit approval, and provide proof of insurance.
5. **Vehicles of any type are prohibited from parking or operating on city-owned properties.** Any exceptions for any purpose before, during, or after a special event must be approved by Bloomington Parks and Recreation in advance of the start of said special event.
6. Municipal Code sections 6.12.020, 6.12.030, and 14.36.090 respectively prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.
7. **The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility.** In Addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
8. **No amplified music, stereos, radios, etc. over decibels established by the Bloomington City Council, within Title 14, will be allowed in the park without an approved Noise Permit from Department of Public Works.** Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
9. Betting or gambling in any form, abusive, profane, or indecent language, violation of any City, County, State, or Federal laws, or any conduct that may interfere with an individual or group's right to use the park is prohibited
10. Fires are prohibited in all areas other than those facilities equipped with outdoor grills or fireplaces.
11. No person shall cut, injure, deface, remove, or disturb any department property at any time.
12. The facility and grounds shall be left clean and in orderly condition. All litter, debris, food spills, and other trash directly attributable to the special event activities use must be properly disposed of in a timely fashion throughout the area specified in the special use permit. Where an adequate number of trash receptacles are not available, the user shall be required to contract for trash removal or the provision of trash dumpsters.
13. Portable sanitation facilities may be required at certain events conducted on department properties, and shall be provided by the sponsoring organization. The number and placement shall be determined by the department in consultation with the Monroe County Health Department.

INVOICE



CITY OF BLOOMINGTON
parks and recreation

PO Box 100
Bloomington, IN 47402
Attention: Amy Silkworth

Invoice Number: 1819SE-17

Date: July 5, 2019

Garlic Inc.
Attn: David Cox
1008 S. Madison
Bloomington, IN 47403

Quantity	Description	Unit Price	Total
1	Application Fee	\$25.00	\$25.00
2	Permit Fee (2 days)	\$150.00	\$300.00
44	Vending Fee (22 vendors @ 2 days)	\$25.00	\$1,100.00
2	Deposit (2 days)	\$75.00	\$150.00
1	Alcohol Vending Fee @ \$200.00 or 10% gross	\$200.00	\$200.00
2	3rd St. Stage Fee (Non-for-profit @ 2 days)	\$125.00	\$250.00
2	Stage Deposit (2 days)	\$50.00	\$100.00
12	Allison Jukebox/Restrooms Rental (12 Hours)	\$30.00	\$360.00
1	Tear-down Fee	\$75.00	\$75.00
-1	Application Fee Paid	\$25.00	(\$25.00)
	Due: August 19,2019		
TOTAL DUE			\$2,535.00

For questions please call invoice originator: Kim Clapp 349-3710

Please make checks payable to City of Bloomington

Mail To:
PO Box 100
Bloomington, IN 47402
Attention: Amy Silkworth

Office Use Only:

Deposit in revenue line:

201-18-186500-41020 \$1,450.00
201-18-189000-41020 \$150.00
201-18-186500-43260 \$325.00
201-24105 - \$250.00
201-18-184500-43220 \$360.00

Notify: clappk@bloomington.in.gov when deposit has been made.



RECEIVED
8/21/19

PARK SPECIAL EVENT APPLICATION

City of Bloomington
Parks and Recreation Department
401 N. Morton Street, Suite 250
Bloomington, IN 47401
812-349-3700

- Park operating hours are 5:00a.m. to 11:00p.m.
- Permit applications must be submitted to the Department at least **six weeks prior** to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department.
- Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

1. Applicant Information

Contact Name: P. David Cox
 Contact Phone: _____ Mobile Phone: 812-325-9415
 Title/Position: Director
 Organization: Gailie Inc
 Address: 10085 Madison
 City, State, Zip: Bloomington IN 47403
 Contact Email Address: PDLCOX@GAILIE.COM
 Organization Email and URL: Same
 Organization Phone Number: _____ Fax Number: _____

2. Event Information

Name of Event: Gailie Fest
 Type of Event: Concert Cultural Reunion Entertainment
 Fundraiser Parade Sports Walk/ Run
 Festival Public Info

(All Events: A map detailing placement of event (site map) will be required for all events. If you are requesting that any public street be partially closed/blocked off, please contact the City of Bloomington Economic and Sustainable Development Department (812)349-3700. GIS maps are available on line at <http://bloomington.in.gov/maps/>. A copy of your proposed route must be attached to this application.)

Date (s) of Event: 31 Aug 19 - 1 Sept 19
 Time of Event: All Day Date: 31 Aug 19 Start: 10:00 AM
 Date: 1 Sept 19 End: 10:00 PM
 Setup/Teardown time Needed: Date: 2 Sept 19 Start: 9 AM
 Date: 2 Sept 19 End: 1 PM
 Description of Event: Local music & Art Festival
Kid. education zone



CITY OF BLOOMINGTON
Parks and Recreation

Expected Number of Participants: 3500
Peak Attendance: 500 at Time: 12 - 3 Sat 31

Requested Event Location: Park Name _____

Facilities in Park (e.g. shelter, park, grounds, etc.) _____

(If event is on park grounds or more than one facility is being used, please provide map showing parking, activity venues, first aid, etc.)

3. Event Specifics

Will any signs, banners or flyers be hung or posted? Yes

Do you plan to erect temporary structures such as stages, tents, booths, tables, bounce houses, etc. for this event? _____

(If yes, please describe below, including size, capacity, how many, etc. Location of all items must be shown on your site map. Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides)

Company contracting with on above items: Garlic Line & Individual Artist

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

Is this event open to the public? Yes No

Accommodations you are providing for person with special needs:

Those available in the Park presently
Will donation/contributions be accepted during this event? Yes No

Will there be an admission charge to attend/participate? Yes No

Type Fee(s): _____ Fee Amount: _____

Do you plan to sell distribute or give away refreshments and/or merchandise?

Yes No

List Type and Number of Booths: UNKNOWN at this time typically 30-35

(Bloomington Parks and Recreation will charge a \$25.00-\$35.00 vending fee for each vendor/booth selling food/merchandise and/or any admission charges or monies collected while on park property.)

Do you plan to sell or distribute alcohol?

(Alcohol sales in City-owned parks, trails, and spaces require the approval of Board of Park Commissioners and Director of Parks and Recreation. Please see the "2019 Guidelines for Requesting/Approval of Alcohol Sales with an Approved Event Permit".)

Yes No



Will there be displays, literature, or other types of solicitation?
 Yes No

Do you request access to the restrooms in the Allison- Jukebox Community Center?
(There is a minimum charge of \$35/hr to open the Allison-Jukebox for restroom use. Use of the "Whole Building" at the Alison Jukebox Community Center includes the 2 available activity rooms, the restrooms, and the kitchenette area of the building.)

Yes No

Please check all that is needed:

- | | | |
|---|----------|--------------------|
| <input type="checkbox"/> Activity Room - Carpet | Per Hour | \$35-\$55 per hour |
| <input type="checkbox"/> Activity Room - Tile | | \$35-\$55 per hour |
| <input checked="" type="checkbox"/> Restroom only with Park Use | | \$30-\$50 per hour |
| <input type="checkbox"/> Whole Building | | \$55-\$85 per hour |

*\$30/hour @
12/day*

Are you providing additional portable toilets for your event? Yes No
How Many? 4 Location: (show on map) _____

(Notice: The City of Bloomington Parks and Recreation Department requires you to have 1 (one) rest room facility for every 500 participants. If number needed exceeds what park has available, it will be the organization's/event organizer/s responsibility to acquire the necessary number. Proof of payment will be required with application.)

Please describe how you plan to remove trash from the event site:

local disposal company w/ dumpster in parking lot east of stage

Person responsible for cleanup: _____
Contact Name: _____ Relationship to Organization: _____
Contact Number: _____

*JB'S Disposal
*make sure
that they
pick up dump
ster this
year on
Monday
after
event*

1. Event Security

What are you plans for severe weather?

close park

Do you have a scheduled rain date or location? Yes No

If yes, please list: _____

Who will be the on-site person responsible for making weather/emergency decisions?

(In the event of an emergency at your event, please notify Bloomington Parks and Recreation within 24 hours of the emergency situation occurring. Please contact 812.349.3725.)

Contact Person: P. David Cox
Contact Phone Number: 812 325 9415



What are your plans for providing security, traffic and/or crowd control:

Contact Person: Jeff
Company Name: Marshall Security
Contact Phone Number: 512-964-0123 812.345.4016

*correct #
*Called on
6/26/19 at
1:13pm and
talked to
Jeff. They
have been
contacted
for security*

What are your parking plans? Overflow Parking?
There is no parking -> directing public to local areas

What are your plans for providing emergency/medical services?
Police & Fire department w/in one block

2. Event Entertainment

Do you plan on providing musical entertainment for this event? Yes No
Describe: 11 Indian Bands

Will any type of sound amplifying equipment or devices be used in conjunction with this event?
 Yes No
Type of Equipment: Electronics
Quantity: Full Stage

If musical entertainment is used, please list contact information for sound technicians:
Pa sound David Brown 812.219.8043

Do you plan to provide other entertainment for this event? Yes No
Attach planned program: Kid entertainment various - Animals From Scaly Tail 812.331.9131

Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event?
 Yes No

Are you providing a generator as a power source? Yes No
Electrical Needs: _____

Are there any special provisions pertaining to your event that have not been addressed on this application? Yes No
If yes, please list: _____

From: Crystal Ritter <ritterc@bloomington.in.gov>

To: P. David Cox <Pdlcerr@aol.com>

Subject: GarlicFest Park Use Permit?

Date: Fri, Jun 14, 2019 12:19 pm

Attachments: 2019 Park and Trail Event Permit Guidelines.pdf (123K),
2019 Park Special Use Event Permit FILLABLE.pdf (337K),
2019 Guidelines for Requesting Alcohol Sales in City Parks.pdf (377K)

Hi Dave,

I want to check in and see when you might be working on the Park Use Permit for GarlicFest. Last year we took this to the July Park Board meeting. That meeting will be on Tuesday, July 23rd at 4 pm. In order to take the alcohol request to this meeting, I would need to have your permit by Friday, June 28th. I have attached all of the permit forms below.

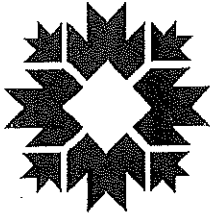
Let me know if you have any questions.

Best,
Crystal



Crystal Ritter

Community Events Coordinator
City of Bloomington Parks and Recreation
P.O. Box 848
Bloomington, IN 47402
p: 812.349.3725
f: 812.349.3705
ritterc@bloomington.in.gov

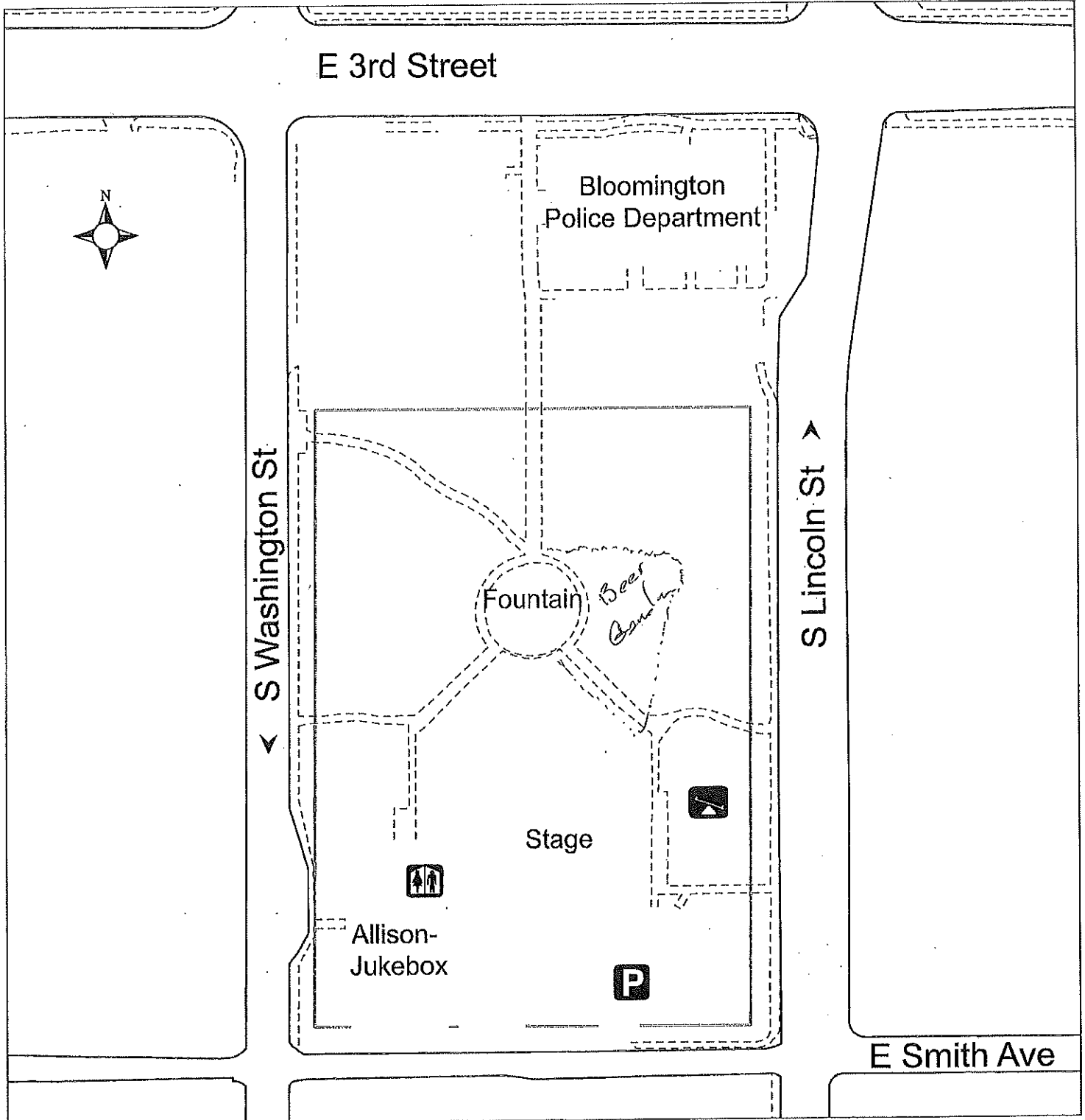


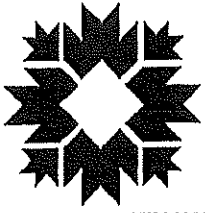
CITY OF BLOOMINGTON
parks and recreation

Third Street Park

331 S Washington Street

Legend	Restrooms
Parking	Shelter
Playground	Trail



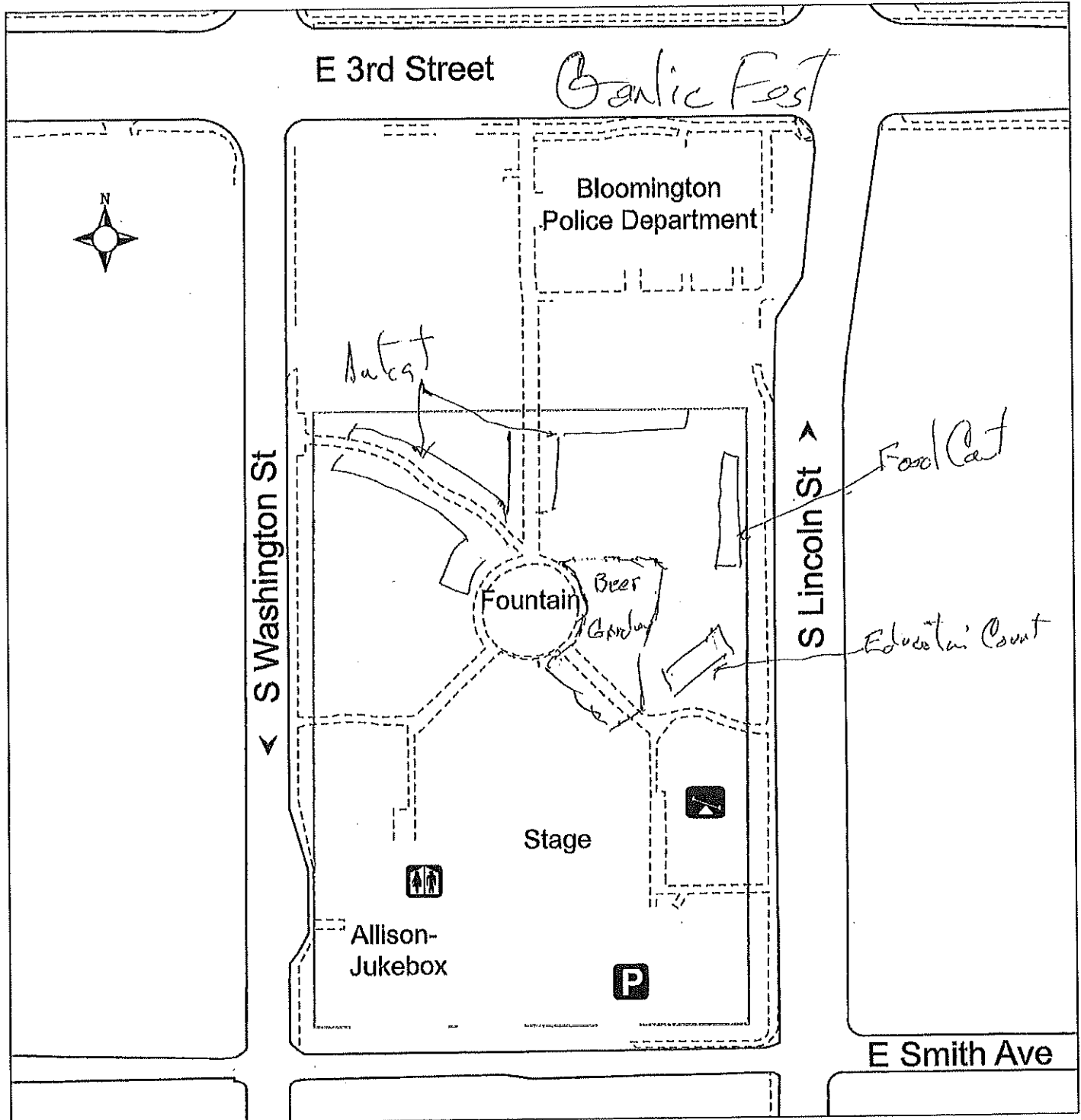


CITY OF BLOOMINGTON
parks and recreation

Third Street Park

331 S Washington Street

Legend		Restrooms
Parking	Shelter	
Playground	Trail	



**BOARD OF PUBLIC WORKS
RESOLUTION 2019-73**

GARLIC AND ART FESTIVAL

WHEREAS, the City of Bloomington Board of Public Works (hereinafter “City”) is empowered by I.C. 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

WHEREAS, the Garlic and Art Festival is desirous of using eight (8) parking spaces on the west side of Lincoln Street nearest to the northeast corner of Waldron, Hill and Buskirk Park starting from 3 p.m. on Friday, August 30 through Monday, September 2nd at noon in conjunction with a food, music and art Special Event to be held at Waldron, Hill and Buskirk Park; and,

WHEREAS, the Garlic and Art Festival has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City approves the event herein described, subject to the following conditions:

1. The City declares that the Garlic and Art Festival may reserve eight (8) parking spaces on the west side of Lincoln Street nearest to the northeast corner of Waldron, Hill and Buskirk Park from 3 p.m. on Friday, August 30 through Monday, September 2nd until noon as part of a special event for the general public.
2. Garlic and Art Festival shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Garlic and Art Festival will be responsible for removing all trash, picking up litter and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by noon on September 2, 2019.
4. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
5. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
6. Garlic and Art Festival shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
7. In consideration for the use of the City’s property and to the fullest extent permitted by law, Garlic and Art Festival, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or

Resolution 2019-73

other liability arising out of bodily injury or property damage (collectively "Claims") 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.

8. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 6 DAY OF AUGUST, 2019.

BOARD OF PUBLIC WORKS:

GARLIC AND ART FESTIVAL:

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name

Dana Palazzo, Secretary

Position



Board of Public Works Staff Report

Project/Event: Resolution 2019-75 - Pushcart in right of way
Petitioner/Representative: Frank Kerker, Sober Joe Coffee, Inc.
Staff Representative: Laurel Waters
Meeting Date: August 6, 2019

Frank Kerker of Sober Joe Coffee, Inc., an Indiana benefit corporation, has applied for a Pushcart License so that he can operate a pushcart in the City's right of way should he chose. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a pushcart selling coffee.

This approval is for one year, from July 22, 2019, through July 21, 2020, which is effective retroactively to the license to operate on private property.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Laurel Waters

4. Company Information

Name of Employer: *Soben JOE*
Address of Employer: *2750 S. Walnut St*
City, State, Zip: *Bloomington, IN 47401*
Employment Start Date: *9/2017* End Date (If known):
Phone Number: *812 360-9088*
Website / Email: *www.SobenJOE.com*
Company is a: Limited Liability Corporation Partnership Sole Proprietor Other: *B-CORP*

5. Company Officer Information

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

Name	Address
<i>Frank Kenken</i>	<i>2750 S. Walnut</i>

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

Date of incorporation or organization: *2/19*
State of incorporation or organization: *IN*
(If Not Indiana) Date qualified to transact business in state of Indiana:

7. Description of product or service to be sold and any equipment to be used

Planned hours of operation:

TBD

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

TBD

Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.

Please Attach

Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?

Yes

No

(If Yes) Provide details

So Ben Joe
push cart application

7/22/19

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

- Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code:
 - Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate
 - Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
- Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
- A copy of your business's registration with the Indiana Secretary of State.
- A copy of your Employer ID number
- A signed copy of the Prohibited Location Agreement
- A signed copy of the Standards of Conduct Agreement
- Fire inspection (if required) *N/A*
- Picture of pushcart
- Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received:

Received By:

Date Approved:

Approved By:

July 22, 2019

Swaters



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2019

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

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

PRODUCER Shine Insurance Agency 103 N. College Ave. Suite A Bloomington IN 47404	CONTACT NAME: Jeremy Goodrich PHONE (A/C, No, Ext): (812) 679-8779 E-MAIL ADDRESS: jeremy@shineinsurance.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Sober Joes 2750 S WALNUT ST Bloomington IN 47401	INSURER A: The Hartford	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			36SBMBA7952	10/10/2018	10/10/2019	EACH OCCURRENCE	\$ 1000000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200000
							MED EXP (Any one person)	\$ 10000
							PERSONAL & ADV INJURY	\$ 2000000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2000000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington (2) 401 N. Morton Street Suite 250 Bloomington, IN, 47404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jeremy Goodrich</i>
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**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Mark Kenken/Sabe Joe
Name, Printed

[Signature]
Signature

7/22/19
Date Release Signed

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

001949.896736.258559.28782 1 MB 0.424 914



SOBER JOE COFFEE INC
SOBER JOE
2750 S WALNUT ST
BLOOMINGTON IN 47401

Date of this notice: 10-17-2018

Employer Identification Number:
83-2184703

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

001949

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-2184703. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2019

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.



**ARTICLES OF INCORPORATION
DOMESTIC CORPORATION**

State Form 4159 (R22 / 6-18)

Approved and Filed
201810091283428/8053280
Filing Date: 10/10/2018
Effective :10/09/2018 11:00
CONNIE LAWSON
Indiana Secretary of State

Indiana Code 23-1-21-2
23-1.3-4-2
23-1.5-1-1
23-0.5-9-1
23-1.5-2-3

FILING FEE: \$100.00

ARTICLES OF INCORPORATION

The undersigned, desiring to form

- a for-profit corporation, pursuant to the Indiana Business Corporation Law,
- a benefit corporation, pursuant to the Indiana Benefit Corporation Act,
- a professional corporation, pursuant to the Indiana Professional Corporation Act 1983, executes the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL OFFICE

Name of the Corporation: *(The name must include the word Corporation, Incorporated, Limited, Company or an abbreviation thereof.)*

SOBER JOE COFFEE, INC.

Address of Principal Office *(number and street)*

2750 S. WALNUT STREET

City

BLOOMINGTON

State

IN

ZIP code

47401

ARTICLE II - REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to INBIZ.in.gov.

Electronic Service of Process Information

Sending an e-mail to the e-mail address provided by a registered agent is NOT sufficient to effectuate valid service of process.

The Secretary of State is currently collecting a service of process e-mail address for registered agents. Until the Indiana Supreme Court writes rules and develops a technical solution, valid service may not be effectuated electronically.

If you do not want to provide a service of process e-mail address, you may choose to use a commercial registered agent. Because all commercial registered agents are required to have a service of process e-mail address on record with the Secretary of State, choosing to use a commercial registered agent means that you are not required to provide another service of process e-mail address.

Provide either commercial registered agent or noncommercial registered agent information below.

Commercial registered agent Name of registered agent *(Do not provide address.)*

OR

Noncommercial registered agent Name of registered agent
FRANK KERKER

Address *(number and street) (A P.O. Box is not acceptable unless accompanied by a Rural Route number.)*

2750 S. WALNUT STREET

City

BLOOMINGTON

State

IN

ZIP code

47401

E-mail address of the registered agent at which the registered agent will accept electronic service of process

FPKERKER@AOL.COM

By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Incorporation has consented to the appointment of Registered Agent.

ARTICLE III - AUTHORIZED SHARES

Number of shares the Corporation is authorized to issue: 1,000

If there is more than one class of shares, shares with rights and preferences, list such information as "Exhibit A."

ARTICLE VI - INCORPORATORS *(INCORPORATORS MAY NEVER BE AMENDED.)*

Name	Number and Street or Building	City	State	ZIP code
ERIN M. MARTOGLIO	400 W. 7TH STREET STE 110	BLOOMINGTON	IN	47404

2018 OCT -9 AM 7:08

Approved and Filed
201810091283428/8053280
Filing Date: 10/10/2018
Effective: 10/09/2018 11:00

SIGNATURE


Indiana Secretary of State

In Witness Whereof, the undersigned INCORPORATOR/ATTORNEY of said Corporation signs these Articles of
(Title)

Incorporation and verifies, subject to penalties of perjury, that the statements contained herein are true.

this 3RD day of OCTOBER, 20 18.

Signature



Printed name

ERIN M. MARTOGLIO



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.30.130 prohibits Pushcarts from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Pushcart, I understand and agree that I cannot and will not operate my pushcart unit in a manner that would violate any of the below-listed location restrictions:

- € No pushcart shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works
- € No pushcart serving food or beverages shall operate within fifty feet of any façade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the pushcart is currently conducting business. The distance restriction only applies from an hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building
- € No pushcart shall locate in a street, street median strip or alleyway
- € Pushcarts shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows
- € No pushcart shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works
- € No pushcart shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public
- € No pushcart shall be located within fifteen feet of any fire hydrant
- € No pushcart shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
- € Pushcarts shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the pushcart to locate on said property
- € No pushcart operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code
- € No pushcart shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways

€ No pushcart shall locate on the B-Line Trail except in the following permitted areas:

- Between the north side of Dodds Street and the south side of 2nd Street
- Between the north side of 3rd Street and the south side of 4th Street
- Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I locate my pushcart in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name:

Frank Venter / Sober Joe

Signature:

[Handwritten Signature]

Date:

7/22/19



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Pushcart I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- € Pushcart operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the pushcart by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights)
- € No pushcart may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone phones, streetlight poles, traffic signal poles or fire hydrants
- € No pushcart may be used to advertise any product or service which is not authorized to be sold from that pushcart
- € Each pushcart unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No pushcart may make use of any public or private electrical outlet while in operation;
- € Each pushcart shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time
 - o The trash and recyclable receptacles on the pushcart shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington
 - o Liquid from the pushcart shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof
- € Before leaving any location each pushcart shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the pushcart
- € No pushcart shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance

- € Each pushcart shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Pushcarts which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure
 - Provide a barrier between the grill or device and the general public
 - The spark, flame or fire shall not exceed 12 inches in height
 - A fire extinguisher shall be within reaching distance of the pushcart operator at all times
- € Pushcart operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out on City property, including, where possible, the removal of the pushcart and cessation of such sales
- € No pushcart shall ever be left unattended
- € Pushcarts shall not be stored, parked or left overnight on any City property
- € All pushcarts which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap.
- € Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- € No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- € All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No pushcarts shall have a drive-thru
- € The decibels of any generator(s) associated with a pushcart shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
 - No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
 - Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
 - The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein.

The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.

- Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name:

Frank Kunkler / Suber Joe

Signature:

[Handwritten Signature]

Date:

7/22/13



Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



SOBER JOE COFFEE CART
FRANK KERKER

615 KIRKWOOD AVENUE - BLOOMINGTEA
BLOOMINGTON, IN 47401

2019

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

Issued MAR 26 2019

By Thomas W. Shapiro

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-75**

**Pushcart in Public Right of Way
Sober Joe Coffee, Inc.**

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”); and

WHEREAS, Frank Kerken of Sober Joe Coffee, Inc. (“Vendor”) is renewing a Pushcart License under Bloomington Municipal Code 4.30; and

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.30.010, which includes sidewalks, on a temporary and transient basis for the purpose of selling food via a pushcart; and

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

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and

WHEREAS, Vendor will not produce any type of spark, flame, or fire, and therefore, Vendor is not required to obtain a temporary vender permit from the City of Bloomington Fire Department; and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.30.150 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.30.090; and

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart from July 22, 2019, until July 21, 2020
2. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.30 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart license throughout the term of Vendor’s operation on City property.
 - c. Vendor may locate his business on a public sidewalk within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location on the public sidewalk.
 - d. Vendor shall remove his business from the public sidewalk within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location on a public sidewalk.
 - e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.30 (Pushcarts), and (2) all applicable City regulations, restrictions, and ordinances.
 - f. Vendor is prohibited from operating within a one-block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City’s Board of

RESOLUTION 2019-75

Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

- 1) City of Bloomington Farmers' Market;
- 2) City of Bloomington Holiday Market;
- 3) The Taste of Bloomington;
- 4) Lotus World Music and Arts Festival;
- 5) The Fourth Street Festival;
- 6) Arts Fair on the Square;
- 7) Strawberry Festival;
- 8) Canopy of Lights;
- 9) Fourth of July Parade; and
- 10) Any other special events approved by the City Controller.

ADOPTED THIS 6th DAY OF AUGUST 2019

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2019-75 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Frank Kerken
Sober Joe Coffee, Inc.

Date: _____



Board of Public Works Staff Report

Project/Event: Paint the Town Purple Event – Parking Reservation Request

Petitioner/Representative: Kathy Hewett - Monroe County Health Department

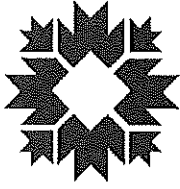
Staff Representative: Sean Starowitz

Meeting Date: August 6, 2019

Monroe County Health Department is organizing the “Paint the Town Purple” event to be held as a kick off for Recovery Month and the 3rd Annual Opioid Summit. The event will take place on the south lawn of the courthouse. The event celebrates and highlights the fact that recovery is possible and happens in many ways. Invitees and the public will be invited to paint a small section of a mural to encourage community and the reduction of the stigma of addiction.

Monroe County Health Department is requesting to reserve parking on the north side of Kirkwood from North Walnut to North College on Friday, September 6th from noon until 8:00 p.m. so that food trucks can offer attendees a chance to purchase food. The 2nd Annual Paint the Town event will run from 5:00 p.m. until 8:00 p.m.

Recommend Approval Denial by Sean Starowitz



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

Department of Public Works

812-349-3410

1. Applicant Information

Contact Name:	Kathy Hewett		
Contact Phone:	812-349-2722	Mobile Phone:	812-360-4841
Title/Position:	Lead Health Educator		
Organization:	Monroe County Health Department		
Address:	119 W 7 th St		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	khewett@co.monroe.in.us		
Organization E-Mail and URL:	co.monroe.in.us		
Org Phone No:	812-349-2543	Fax No:	812-349-7346

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	Monroe County Opioid Advisory Commission		
Address:	100 W Kirkwood		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	Gregory.May@centerstone.org (president)		
Phone Number:	812-337-2237	Mobile Phone:	812-947-8085
Organization Name:	Monroe County Government		
Address:	100 W Kirkwood		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	apurdie@co.monroe.in.us		
Phone Number:	812-349-2553	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	9/6/19	
Time of Event:	Date: 9/6/19 Start: 5:00 pm	Date: 9/6/19 End: 8:00 pm
Setup/Teardown time Needed	Date: 9/6/19 Start: 12:00 pm?	Date: End: 8:00 pm
Calendar Day of Week:	Friday	
Description of Event:	<p>This is the 2nd annual Paint the Town Purple event, an event that kicks off Recovery Month and the 3rd Annual Opioid Summit. The event will take place, like last year, on the south lawn of the courthouse. The event celebrates and highlights the fact that recovery is possible and happens in many ways. We will be asking the Mayor and the President of the Monroe County Commissioners to read a proclamation as well as asking them and others speak t the importance of recovery. We will also invite attendees and community members to paint a small section of a mural to encourage community and the reduction of the stigma of addiction.</p> <p>We are asking to have the parking spaces that adjoin the courthouse lawn closed so that we can have food trucks provide the opportunity for attendees to purchase food.</p>	
List of Street Closures (If applicable)	Kirkwood between College and Walnut on Courthouse side	
Expected Number of Participants:	80-90	Expected # of vehicles (Use of Parking Spaces to close): 19-20

4. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each
--------------------------	---

	<ul style="list-style-type: none"> intersection (ie: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

5. IF YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked</p> <ul style="list-style-type: none"> The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**6.
CHECKLIST**

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

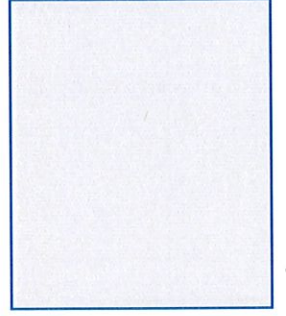
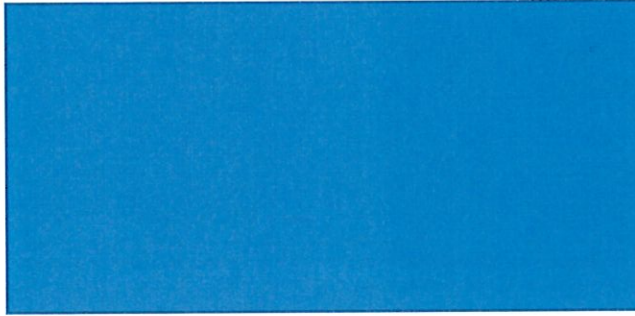
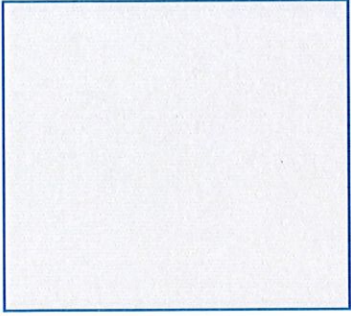
NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.

Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.

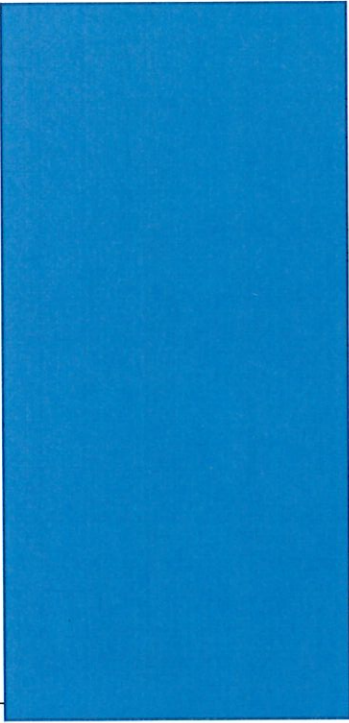
For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		

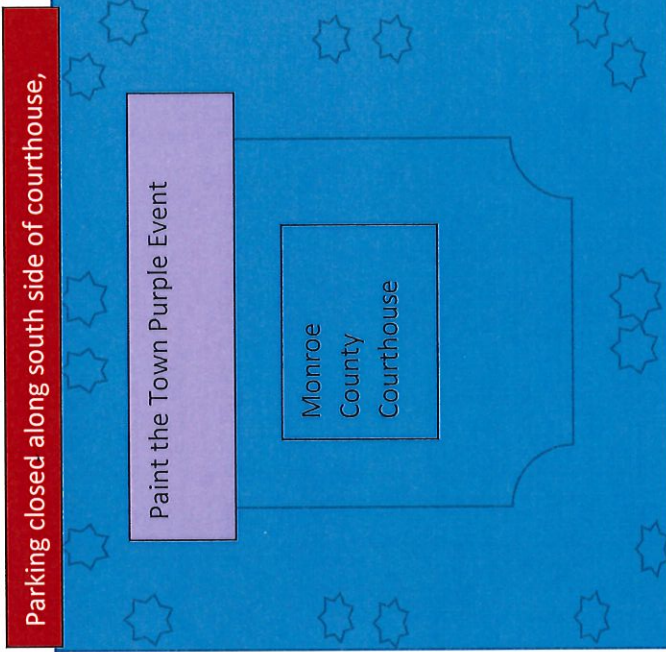
Bloomington, IN Downtown Courthouse Square



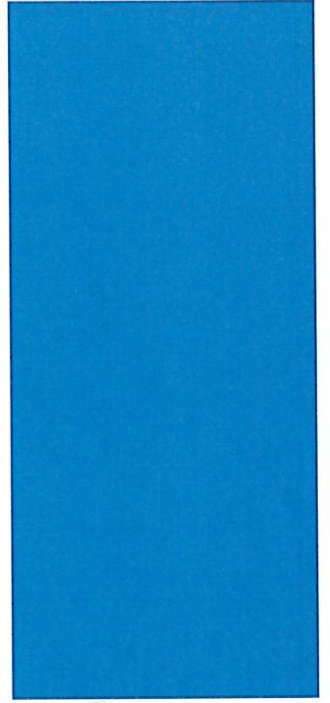
College



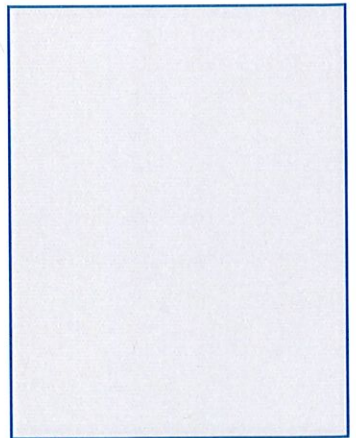
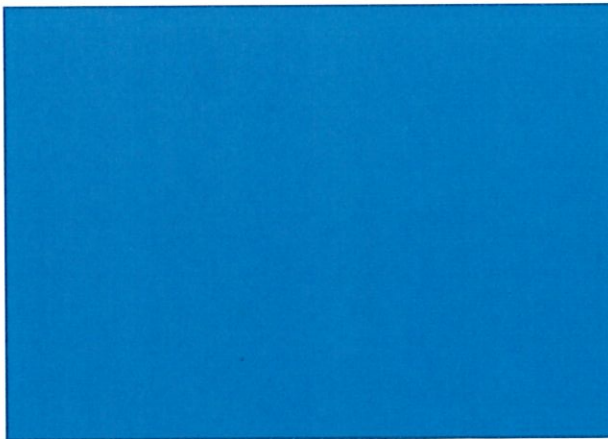
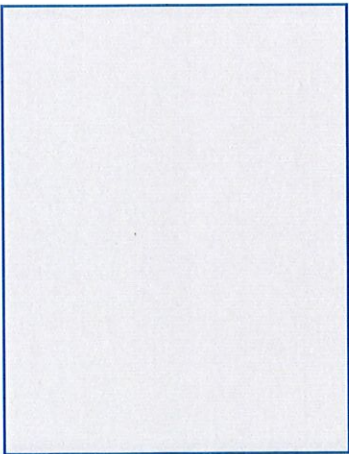
Kirkwood



6th Street



North Walnut



**BOARD OF PUBLIC WORKS
RESOLUTION 2019-76**

PAINT THE TOWN PURPLE

WHEREAS, the City of Bloomington Board of Public Works (hereinafter “City”) is empowered by I.C. 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

WHEREAS, the Paint the Town Purple organizers are desirous of using parking spaces on the north side of Kirkwood from North Walnut to North College from noon on Friday, September 6, 2019 until 8:00 p.m. for an event held in conjunction with the 3rd Annual Opioid Summit and the kick off of Recovery Month,

WHEREAS, the Paint the Town Purple organizers have agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City approves the event herein described, subject to the following conditions:

1. The City declares that the Paint the Town Purple event may reserve parking spaces on the north side of Kirkwood Avenue between North College Avenue and North Walnut Street from noon to 8:00 p.m. on Friday, September 6, 2019 for a special event for the general public.
2. Paint the Town Purple shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Paint the Town Purple will be responsible for removing all trash, picking up litter and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by 8:30 PM on September 6, 2019.
4. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
5. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
6. Paint the Town Purple shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
7. In consideration for the use of the City’s property and to the fullest extent permitted by law, Paint the Town Purple, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur

Resolution 2019-76

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.

8. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 6 DAY OF AUGUST, 2019.

BOARD OF PUBLIC WORKS:

PAINT THE TOWN PURPLE:

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name

Dana Palazzo, Secretary

Position



Board of Public Works Staff Report

Project/Event: Taste of East Africa

Petitioner/Representative: Kilimanjaro Education Outreach (KILEO)

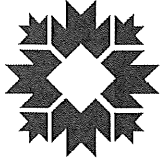
Staff Representative: Christina Smith

Meeting Date: August 6, 2019

Event Date: Saturday, September 14th

Kilimanjaro Education Outreach wishes to host a fundraising event at Harmony School Gymnasium on Saturday, September 14th, 2019 from 6:00 - 8:30 p.m. The event will include live music and performances.

Staff supports the noise permit request.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Taste of East Africa		
Location of Event:	Harmony School Gym, 909 E. Second St.		
Date of Event:	14 Sept, 2019	Time of Event:	Start: 6 AM
Calendar Day of Week:			End: 8:30 AM
Description of Event:	Fundraiser for KILIMO Education Outreach (KILEO). As of now, we are only scheduled to have recorded music and a unamplified female singer, but this could change. It will not be loud.		
Source of Noise:	<input type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>possibly</i>
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: KILEO Education in East Africa	

Applicant Information

Name:	Billy Giles		
Organization:	KILEO	Title:	Treasurer
Physical Address:	4876 E. Bethel Lane, Bloomington, IN 47408		
Email Address:	billy.giles1130@comcast.net	Phone Number:	812-339-2143
Signature:	Billy E. Giles	Date:	22 July 2019

FOR CITY OF BLOOMINGTON USE ONLY

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

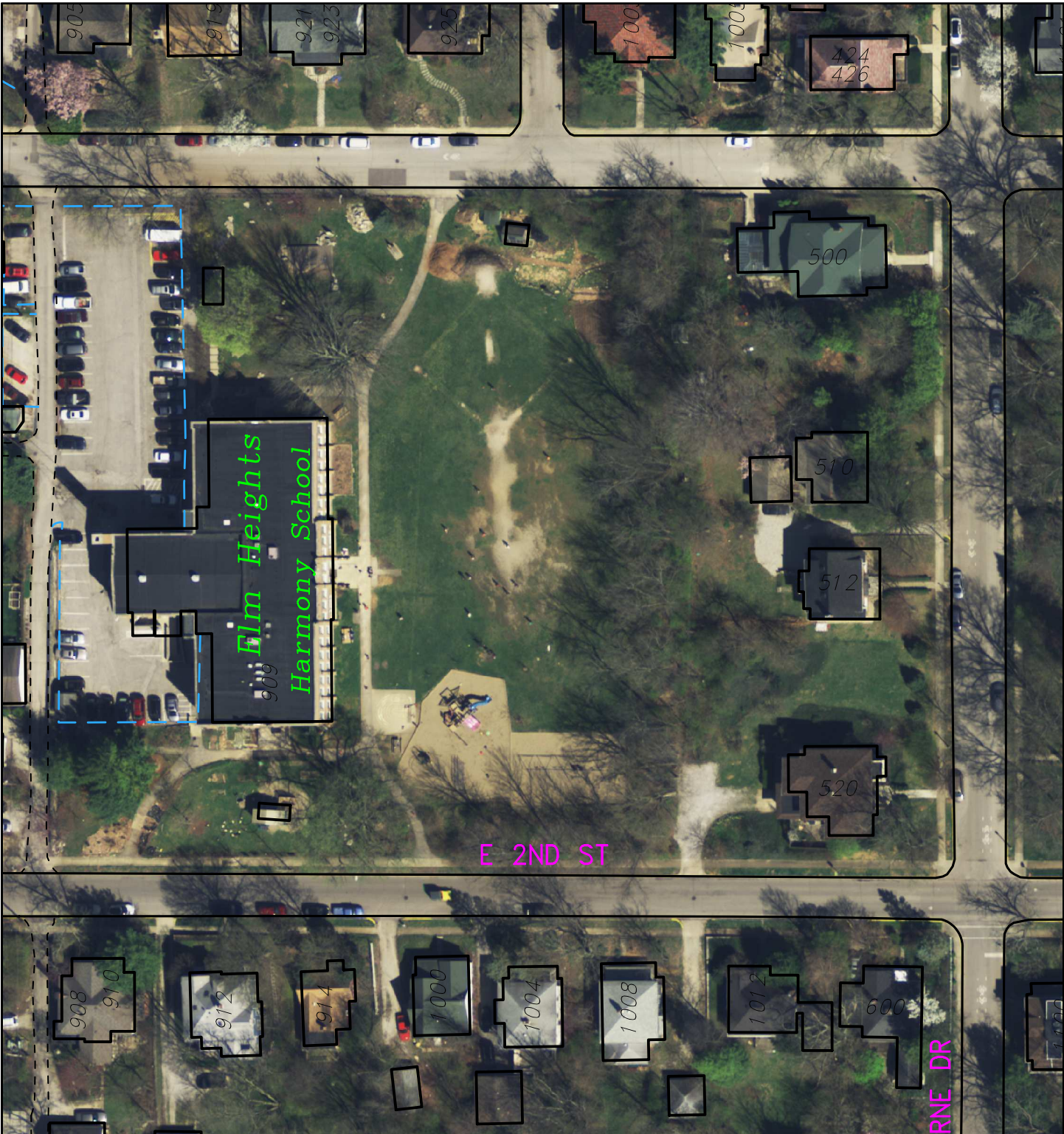
BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

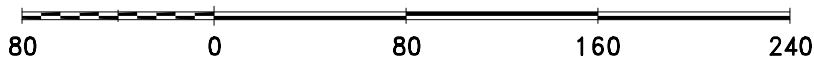
Beth H. Hollingsworth, Vice-President

Date

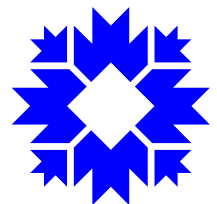
Dana Palazzo, Secretary



By: smithc
1 Aug 19



City of Bloomington
Public Works



Scale: 1" = 80'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Hamilton Friends & Family Picnic

Petitioner/Representative: Kaisa Goodman

Staff Representative: Christina Smith

Meeting Date: August 6, 2019

Event Date: Sunday, September 8, 2019

The Hamilton family wishes to hold a picnic at Bryan Park with live music utilizing amplified sound within the park from 4:00 p.m. to 7:00 p.m. on Sunday, September 8, 2019.

Petitioner has applied and received permission from the Parks and Recreation Department to utilize the park.

Staff supports the noise permit request.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Hamilton Friends & Family Picnic		
Location of Event:	Bryan Park		
Date of Event:	September 8, 2019	Time of Event:	Start: 4pm
Calendar Day of Week:	Sunday		End: 7pm
Description of Event:	free, family picnic in the park		

Source of Noise: Live Band Instrument Loudspeaker Will Noise be Amplified? Yes No

Is this a Charity Event? Yes No If Yes, to Benefit:

Applicant Information

Name: John Hamilton for Mayor / Kaisa Goodman

Organization: John Hamilton for Mayor Title: Campaign Manager

Physical Address: 116 S. Madison St. Suite A Bloomington, IN 47404

Email Address: kaisa@johnhamiltonformayor.com Phone Number: 812.320.1938

Signature: Date: 07/30/19

FOR CITY OF BLOOMINGTON USE ONLY

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

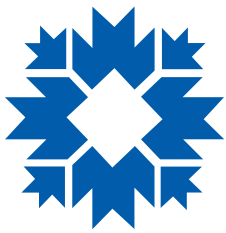
BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary



CITY OF BLOOMINGTON
parks and recreation

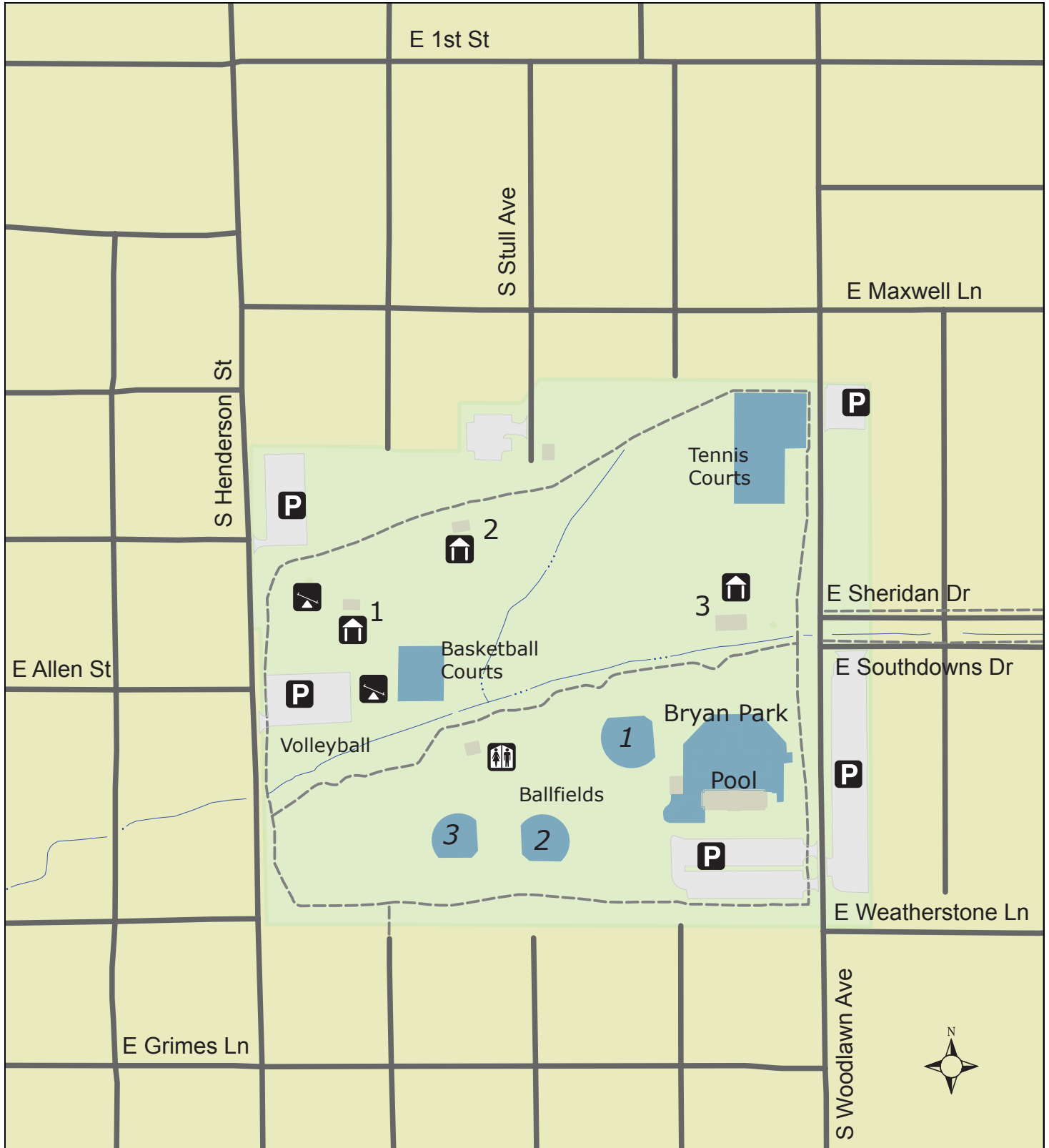
Bryan Park

1001 S Henderson Street

Legend	Restrooms
Parking	Shelter
Playground	Trail

Shelters
2 - North

1 - Henderson
3 - Woodlawn





Board of Public Works Staff Report

Project/Event: Concert in RCA Community Park

Petitioner/Representative: A.T. Bossenger

Staff Representative: Christina Smith

Meeting Date: August 6, 2019

Event Date: Sunday, September 15, 2019

A.T. Bossenger wishes to hold a concert with local bands utilizing amplified sound at one of the shelter houses within the RCA Community Park from 2:00 p.m. to 8:00 p.m. on Sunday, September 15, 2019.

Petitioner has applied and received permission from the Parks and Recreation Department to utilize the park.

Staff supports the noise permit request.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Concert in RCA Park		
Location of Event:	RCA Park		
Date of Event:	September 15th	Time of Event:	Start:2:00 pm
Calendar Day of Week:	Sunday		End:8:00 pm
Description of Event:	Small concert at pavilion in RCA Park		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? Yes No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

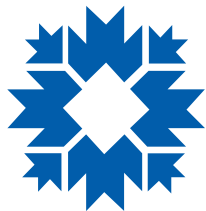
Applicant Information

Name:	A.T. Bossenger		
Organization:	NA	Title:	
Physical Address:	1000 W. Countryside Lane, 47403		
Email Address:	alexbossenger@gmail.com	Phone Number:	8324348200
Signature:		Date:	June 17 2019

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
_____	_____
Kyla Cox Deckard, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Dana Palazzo, Secretary



CITY OF BLOOMINGTON
parks and recreation

RCA Park

1400 W RCA Park Dr

Legend

P Parking

Playground

Restrooms

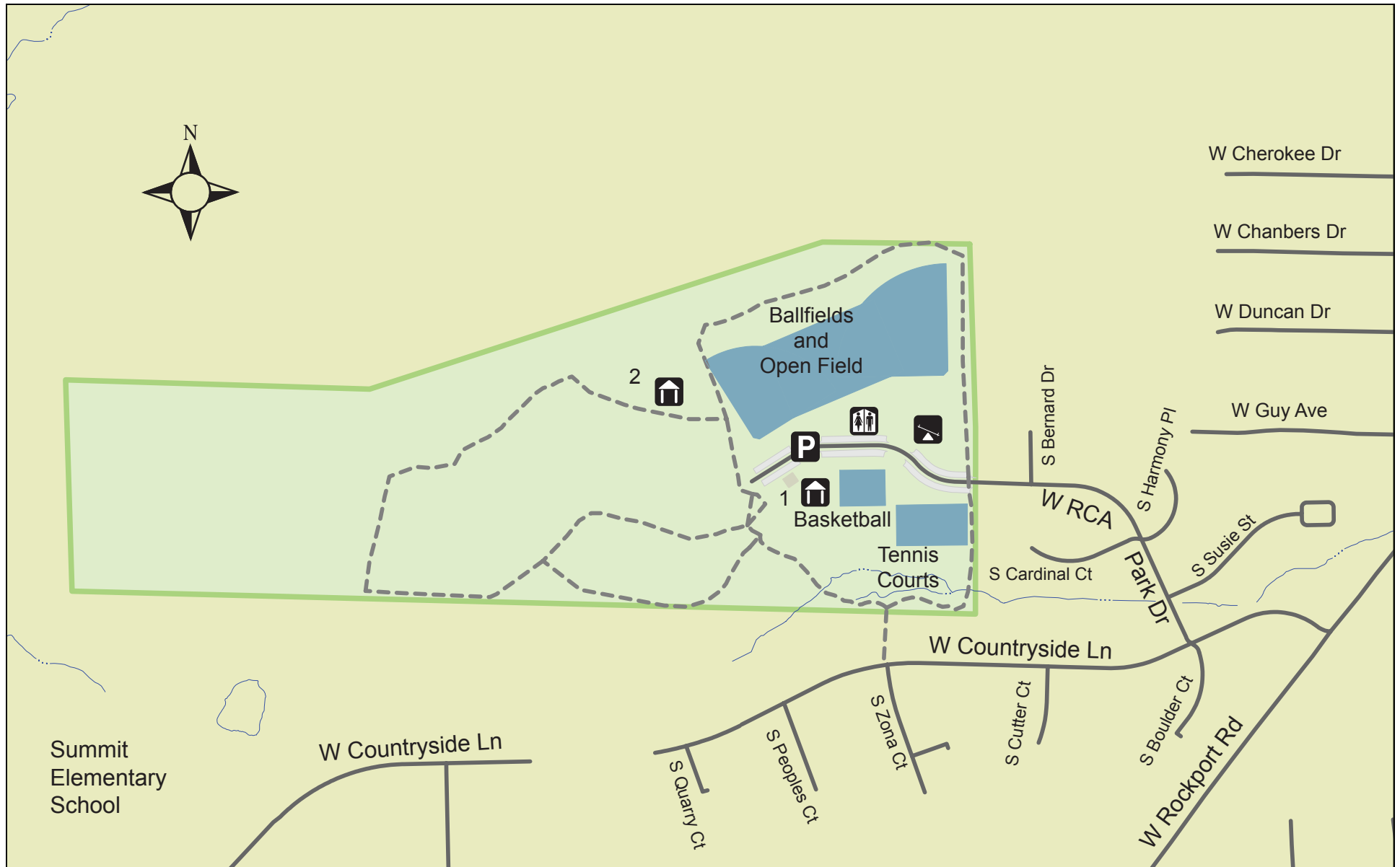
Shelter

Trail

Shelters

1 - Small Shelter

2 - Large Shelter





Board of Public Works Staff Report

Project/Event: Contract with Cosmo-Tech, Inc. (d.b.a. Bloomington Professional Carpet Cleaners and d.b.a. Bloomington Professional Restoration and Repair) for Carpet Cleaning, Carpet Repair, and Water Damage Restoration at Facilities Maintained by City of Bloomington Public Works

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: August 6, 2019

This contract is for carpet cleaning, carpet repair, and water damage restoration at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Cosmo-Tech, Inc. not to exceed \$15,000.00.

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
COSMO-TECH, INC. (DBA BLOOMINGTON PROFESSIONAL CARPET CLEANERS
AND BLOOMINGTON PROFESSIONAL RESTORATION AND REPAIR)**

This Agreement, entered into on this 6th day of August, 2019, by and between the City of Bloomington Department of Public Works (the "Department"), and Cosmo-Tech, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform carpet cleaning, carpet repair, and water damage restoration services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, for carpet cleaning, carpet repair and water damage restoration at various City of Bloomington facilities maintained by the Department of Public Works, Facilities Division. These services will be performed at City facilities for a set price of Thirty-One Dollars and Eighty-Two Cents (\$31.82) per hour per person for cleaning services, and Forty- Five Dollars and Forty-Nine Cents (\$45.49) per hour per person for remediation services during normal business hours. Normal business hours, for purposes of this contract, shall be Monday-Friday 8:00am-5:00pm. There will also be a service call fee of One Hundred Thirty-One Dollars and Nine Cents (\$131.09) during normal business hours. Any work performed outside of these hours, including Sundays and Holidays, will be performed at the rate of Forty-Three Dollars and Seventy Cents (\$43.70) per hour per person for carpet cleaning, carpet repair and water damage restoration services and Sixty-Eight Dollars and Thirty-One Cents (\$68.31) per hour per person for remediation services. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Monday December 31st, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are

insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor 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 and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. 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.

Article 15. 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.

Article 16. Assignment Neither the Department nor the Contractor 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.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. 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.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. **Contractor:** Cosmo-Tech, Inc., 1245 West Old Capital Pike, Bloomington, Indiana 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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.

Article 24. 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 sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

Cosmo-Tech, Inc.

Philippa M. Guthrie, Corporation Counsel

Joe Bomba, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

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 _____, 2019.

Cosmo-Tech, Inc.

By: _____

STATE OF _____)
) 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 _____, 2019.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



Board of Public Works Staff Report

Project/Event: Addendum #1 to Services Agreement with Ann-Kriss, LLC,
for Maintenance and Repair Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: August 6, 2019

This Addendum #1 provides for the increase of the not to exceed amount of the agreement with Ann-Kriss, LLC, by \$25,000.00. The not to exceed amount of the Agreement and Addendum #1 is \$50,000.00. When determining the original "not to exceed" amount for the original agreement, we underestimated the amount of work we would have for this contractor to perform.

The completion date of December 31, 2019, is not affected by Addendum #1.

Staff recommends amending the agreement with Ann-Kriss, LLC, to increase the not to exceed amount to \$50,000.00.

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**

This Agreement, entered into on this 5th day of February, 2019, by and between the City of Bloomington Department of Public Works (the "Department"), and Ann-Kriss, LLC ("Contractor").

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: carpentry, drywall, painting, wood and chain link fencing, and masonry. These services will be performed at City facilities ("Services") for a set price of Forty-Five Dollars (\$45) per hour Monday-Friday 7:00 am - 6:00 pm for one person, with an additional Twenty Dollars (\$20) per hour for each additional person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Sixty-Seven Dollars and Fifty Cents (\$67.50) per hour for one person, with an additional Thirty Dollars (\$30) per hour for each additional person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31st, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor 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 and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and

Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. 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.

Article 15. 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.

Article 16. Assignment Neither the Department nor the Contractor 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.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. 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.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer

exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Ann-Kriss, LLC, 736 S. Morton St., Bloomington Indiana 47403.

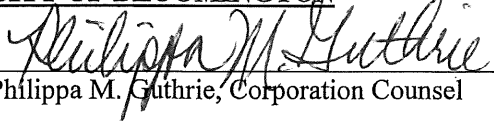
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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.

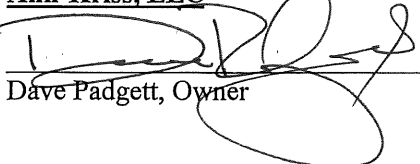
Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

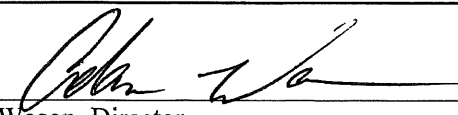
CITY OF BLOOMINGTON

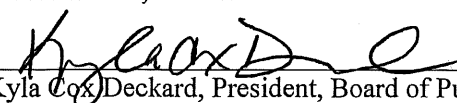

Philippa M. Guthrie, Corporation Counsel

Ann-Kriss, LLC


Dave Padgett, Owner

CITY OF BLOOMINGTON PUBLIC WORKS


Adam Wason, Director


Kyla Cox Deckard, President, Board of Public Works

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>Jackie Moore</u> DATE: <u>1.29.19</u>

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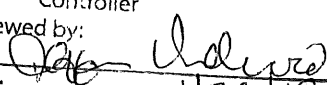
CITY OF BLOOMINGTON Controlier Reviewed by:  DATE: <u>1/29/19</u> FUND/ACCT: <u>VARIOUS</u>

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

AFFIDAVIT

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

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

[Signature]
Signature

DAVID PADGETT
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Dave Padgett and acknowledged the execution of the foregoing this 13th day of February, 2019.

Christina Lynne Smith
Notary Public's Signature

My Commission Expires: 7/8/2022

Christina Lynne Smith
Printed Name of Notary Public

County of Residence: Monroe

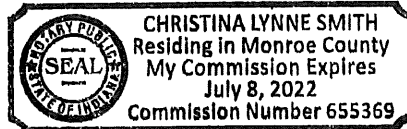


EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

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 13th day of February, 2019.

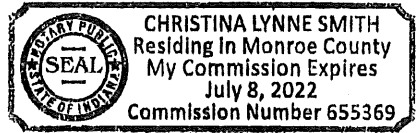
Ann-Kriss, LLC
By: [Signature]
DAVID PADGETT

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared David Padgett and acknowledged the execution of the foregoing this 13th day of February, 2019.

[Signature] My Commission Expires: 7/08/2022
Notary Public's Signature

CHRISTINA LYNNE SMITH County of Residence: Monroe
Printed Name of Notary Public



**ADDENDUM #1 TO SERVICE AGREEMENT REGARDING
MAINTENANCE AND REPAIR SERVICES AT FACILITIES MAINTAINED
BY PUBLIC WORKS FACILITIES DIVISION**
between the
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT
and
ANN-KRISS, LLC

This Addendum #1 supplements the Agreement between City of Bloomington Public Works Department and Ann-Kriss, LLC (“Agreement”) for maintenance and repair services at facilities maintained by Public Works Facilities Division entered into with an effective date of February 5, 2019, as follows:

1. **Article 4. Compensation** of the Agreement states: The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty-Five Thousand Dollars....”
2. Ann-Kriss, LLC, is available and willing to perform additional maintenance and repair services at the rates contained in the Agreement before the completion date of December 31, 2019.
3. The Public Works Department requests that the not to exceed amount of the Agreement be increased by Twenty-Five Thousand Dollars, resulting in a not to exceed amount of Fifty Thousand Dollars under the Agreement and this Addendum #1.
4. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed the day and year last written below:

CITY OF BLOOMINGTON

ANN-KRISS, LLC

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

By: _____
David Padgett, Owner

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/2/2019	Payroll				414,853.09
					<u>414,853.09</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 \$ 414,853.09

Dated this 6th day of August year of 2019.

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: Resolution to Uphold Order to Seal More Than 90 Days for structure located at 921 W
Petitioner/Representative: Housing and Neighborhood Development
Staff Representative: Michael Arnold
Date: 06 August 2019

Report:
10 July 2019 Drive By to verify Unsafe Structure
12 July 2019 Sent Order to Seal for More Than 90 Days
06 August 2019 Board of Public Works Meeting

I complaint was received regarding the unsafe status of this structure. A drive by was conducted and verified there are open windows and a door the appears to be standing open. Order to Seal the Structure for More Than 90 Days requires a hearing by City of Bloomington Board of Public Works to uphold the Order.

Recommend **Approval** **Denial by:**

10 July 2019

ONO Capital LLC
161 W Kinzie St 1811
Chicago IL 60654

**UNSAFE BUILDING
ORDER TO SEAL**

RE: Structure(s) located at 921 W 9th St, Bloomington, Indiana 47404
Legal description of relevant property: 013-45320-00 Fairview Lot 50

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED to SEAL THE STRUCTURE(S)** at the above-referenced property within **30** days, to wit: commencing on the date of receipt of this Order to Seal. This order expires on 10 July 2021.

The following actions must be taken to comply with this Order:

Properly seal the structure to prevent unauthorized entry (See Attachment)

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO SEAL** is being issued as a result of inspection(s) conducted by HAND on 10 July 2019. The inspection(s) revealed that the property is:

- In an impaired structural condition that makes it unsafe to a person or property;
- A fire hazard;
- A hazard to the public health;
- A public nuisance;
- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
17.16.060(a); and/or
- Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 06 August 2019**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

Failure to comply with this Order by the deadline(s) imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Michael Arnold during normal business hours at the address, telephone number, and/or email herein provided:

Michael Arnold
Neighborhood Compliance Officer
Housing & Neighborhood Development Department (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401
arnoldm@bloomington.in.gov.

Doris Sims, Director
City of Bloomington
Housing & Neighborhood Development (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402

Date

**921 W 9th St
10 June 2019**





17.16.060 Uniform standards for sealing an unsafe building.

Pursuant to Indiana Code §§ 36-7-9-5(a)(2) and 36-7-9-5(a)(8), this section hereby establishes a uniform standard for sealing an unsafe building against intrusion by unauthorized persons when such an order is issued by the housing and neighborhood development department or the board of public of works:

- (a) All openings of a building shall be closed.
- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
 - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
 - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
 - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
 - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
 - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
 - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
 - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
 - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
 - (3) In case of a ground level door the following method of securing shall be used:
 - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and

- (B) The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.
 - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. The plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
 - (c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.
 - (d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:
 - (1) Plywood or oriented strand board: no less than one-half-inch exterior grade;
 - (2) Braces: no less than nominal two-inch by four-inch framing grade lumber;
 - and
 - (3) Bolts: no less than three-eighths-inch carriage bolts.
 - (e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.
- (Ord. No. 14-23, § 1, 10-29-2014)



Board of Public Works Staff Report

Project/Event: Approve Change Orders #1 & #2 for Walnut Street Sidewalk Project, E & B Paving, Inc.
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Russell White
Date: 08/06/2019

Report: Change order #1: It was determined by CBU and Staff that structure #100 and all associated materials including but not limited to pipe, end section rip rap and geotextile were not needed for storm water drainage in this area. Allowing the storm water to sheet flow unimpeded across the sidewalk was determined to be the best solution.

Change order #2: Neither the original plans nor the unit price sheet listed the requirement for a joint adhesive to be applied to the joint between the asphalt patch and existing asphalt. It is standard procedure for the City of Bloomington to require said adhesive as it prevents moisture from accessing the seam and degrading the interface.

These change orders are a result of unforeseen conditions and are in compliance with Projects standards and specifications. Staff has reviewed the documentation and recommends that the Board approves change orders #1 & #2 for the Walnut Street Sidewalk Project.

Recommend **Approval** **Denial by** Russell White

CHANGE ORDER



Project Name: Walnut Street Sidewalk
 Contractor: E & B Paving Incorporated
 2520 West Industrial Drive
 Bloomington, Indiana 47404

Change Order Number: 1
 Date of Change Order: Friday, April 26, 2019
 Engineer's Project #:
 NTP Date: Tuesday, January 08, 2019
 Allowable Calendar Days: 60 (includes holiday's)
 Original Completion Date: Thursday, May 30, 2019

Requested By:

Owner	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit	Unit Price	Item Total
1	Eliminate Structure #100	1	Each	-\$2,250.00	(\$2,250.00)
2	Eliminate Pipe 12 inch type 2	8	LFT	-\$110.00	(\$880.00)
3	Eliminate Pipe 12 inch end section	1	Each	-\$800.00	(\$800.00)
4	Eliminate 1 ton of Riprap Type 1A	1	Ton	-\$350.00	(\$350.00)
5	Eliminated Geotextile Type 1 A	3	SYS	-\$20.00	(\$60.00)
6	Eliminate Structural Backfill, Type 1	3	CYS	-\$190.00	(\$570.00)

The original Contract Sum:	<u>\$119,439.00</u>
The net change by previously authorized Change Orders:	<u>\$0.00</u>
The Contract Sum prior to this Change Order was:	<u>\$119,439.00</u>
The Contract Sum will be changed by this Change Order in the amount of:	<u>(\$4,910.00)</u>
 The new Contract Sum including this Change Order will be:	 <u>\$114,529.00</u>
The Contract Time will be changed by:	<u>0 days</u>
 Substantial Completion as of the date of this Change Order therefore is:	 <u>Thursday, May 30, 2019</u>

It was determined by CBU and Staff that structure #100 and all associated materials including but not limited to pipe, end section rip rap and geotextile were not needed for storm water drainage in this area. Allowing the storm water to sheet flow unimpeded across the sidewalk was determined to be the best solution.

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

Planning and Transportation Transportation & Traffic Engineer	E & B Paving Inc. CONTRACTOR	Board of Public Works OWNER
401 North Morton Street ADDRESS	2520 West Industrial Park Dr. Bloomington, Indiana 47404 ADDRESS	401 North Morton Street ADDRESS
Neil Kopper TYPED / PRINTED NAME	TYPED / PRINTED NAME	Kyla Cox Deckard TYPED / PRINTED NAME
SIGNATURE	SIGNATURE	SIGNATURE



Board of Public Works Staff Report

Project/Event: Approval of Preliminary Engineering Contract with Lochmueller Group, Inc. for the 17th Street (Monroe to Grant) Multimodal Improvements Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 08/06/2019

Report: This project will construct multiuse path on the north side of 17th Street from Monroe Street to Grant Street, replace the traffic signal at the intersection of 17th Street and Madison Street/Kinser Pike, and provide other multimodal safety improvements within the corridor. The project is programmed in the MPO TIP for construction (\$2,052,000 in federal funds). Construction of this project is expected in 2022.

Lochmueller Group, Inc. is currently under contract to design the intersection improvements at 17th Street and Madison Street/Kinser Pike which are now part of this new, larger project. Lochmueller was selected to design this new project based on their expertise, the work they have already completed, and their familiarity with the project area. The previous intersection project was put on hold when this new project was prioritized through the MPO and any tasks remaining in that contract will move to this new contract. This contract is set at a not-to-exceed amount of \$636,115.00. This contract will be TIF funded and requires RDC approval. A future contract amendment is anticipated for right of way acquisition services.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Contract with Lochmueller Group, Inc. for the 17th Street (Monroe to Grant) Multimodal Improvements Project.

Recommend **Approval** **Denial** by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Future	2021
Design Services Contract	Current Item	8/6/2019
ROW Services Contract	Future	2020
Public Need Resolution	Future	2020
Construction Inspection Contract	Future	2021
Construction Contract	N/A*	2022

* Construction contracts for federally funded projects are approved and managed by INDOT.

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____, 2019 (“Effective Date”) by and between the City of Bloomington, Indiana, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and Lochmueller Group, Inc. (“the CONSULTANT”), a corporation organized under the laws of the State of Indiana.

Des. No.: 1900402

Project Description: 17th Street Multimodal Improvements from Monroe Street to Grant Street

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be May 2023. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$636,115.00**.

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

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

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

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

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

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

7. **Compliance with Laws**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. Confidentiality of LPA Information

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

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

11. DBE Requirements

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

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

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

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

12. Non-Discrimination

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

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

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

not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

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

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

addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes

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

14. Drug-Free Workplace Certification

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
 - iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;

- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.
- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000

Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

City of Bloomington
 Planning and Transportation Dept.
 Attn: Neil Kopper, PE
 401 N. Morton St., Suite 130
 Bloomington, Indiana 47404

Notices to the CONSULTANT shall be sent to:

Lochmueller Group, Inc.
 6200 Vogel Road
 Evansville, Indiana 47715

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

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a

facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims.
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.
35. **Termination for Default**
- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;

3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.
36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Contract is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Contract is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion

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

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

LOCHMUELLER GROUP, INC.

CITY OF BLOOMINGTON

Michael R. Hinton
President/Chief Executive Officer

Signature

(Print or type name and title)

Attest:

Signature

Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

(Print or type name and title)

Signature

(Print or type name and title)

APPENDIX “A”

SERVICES TO BE FURNISHED BY CONSULTANT

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

1.0 TOPOGRAPHIC SURVEY DATA COLLECTION

The CONSULTANT shall perform the topographic survey data collection in accordance with I.C. 25-21.5, 865 I.A.C. 1-12, and the Indiana Design Manual, Part III, Location Surveys. The survey limits shall begin approximately 300 feet east of Monroe Street and run easterly approximately 4,650 feet to the center of the intersection of Grant Street, excluding that section of 17th Street at the intersection of Kinser Pike/Madison Street, which had been surveyed previously under a separate project. The survey coverage shall extend up to 50 feet north of the centerline of 17th Street or to the face of existing buildings, whichever is less. The survey coverage shall also extend up to 35 feet south of the centerline of 17th Street or to the face of existing buildings, whichever is less.

2.0 ENVIRONMENTAL DOCUMENT

The CONSULTANT shall perform the following:

2.1 Project Organization/Coordination: Perform file management, coordination with other team members and general project management activities.

2.2 NEPA Documentation: Carry out environmental analyses and develop National Environmental Policy Act (NEPA) documentation for a Level 3 Categorical Exclusion (CE-3). The environmental services required to develop this project shall be in accordance with the *Procedural Manual for Preparing Environmental Documents* (2008) and the most recent *INDOT Categorical Exclusion Manual*. The tasks to be performed shall include the following:

2.2.1 Field Inspection – The CONSULTANT shall complete a field inspection of the proposed area. The field inspection shall include a survey by biologists to document potential environmental resources, including water resources, recreational facilities, hazardous materials, etc. Because this project occurs within the known karst area of the state, the field inspection shall also include the completion of a field survey by an Environmental Geologist.

2.2.2 Red Flag Investigation (RFI) – Conduct a RFI for the project in accordance with current INDOT policies and procedures. The RFI shall include a preliminary analysis of publicly available infrastructure, environmental, hydrological and cultural resources data within the project corridor. In addition, the IDEM Virtual File Cabinet shall be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the RFI shall be produced. The RFI shall be prepared in accordance with the INDOT Site Assessment & Management (SAM) guidance (2018).

- 2.2.3 Early Coordination – Develop early coordination packages (including letters, general location mapping, Red Flag Investigation maps, and photographs) and distribute to the appropriate resource agencies listed in the most recent *INDOT Categorical Exclusion Manual*.
- 2.2.4 IPaC Coordination – Complete the Range-wide Programmatic Informal Consultation process with the INDOT Seymour District and U.S. Fish and Wildlife Service. It shall be anticipated that the project effect finding will be a “May Affect – Not Likely to Adversely Affect” finding.
- 2.2.5 Section 4(f)/6(f) Documentation – Prepare the necessary documentation and coordinate with the Official with Jurisdiction (OWJ), the City of Bloomington’s Parks and Recreation Department, in an attempt to gain their written concurrence that the project qualifies under the Federal Highway Administration’s (FHWA) Section 4(f) exception covering “Transportation enhancement activities, transportation alternatives projects, and mitigation activities, where the use of the previously constructed Section 4(f) property is solely for the purpose of preserving or enhancing an activity feature, or attribute that qualifies the property for Section 4(f) protection” (23 CFR 774.13(g)).
- 2.2.6 Karst Review – Since the project is located in the known karst area of the state, a review of potential karst features shall be completed. This task shall include the completion of a literature review and review of existing GIS karst data for the project area.
- 2.2.7 CE-3 Documentation – Due to the anticipated number of relocations exceeding five (5), a draft Categorical Exclusion Level 3 (CE-3) shall be prepared prior to the public hearing. Following the completion of the public involvement requirements, the draft CE-3 shall be updated and the commitments summary spreadsheet for the project shall be completed and submit for final approval and distribution. If it is determined that a CE document Level other than a Level 3 is required, an amendment to this Contract will be required to modify the scope of services to be provided and the CONSULTANT’s compensation for preparing the document.
- 2.2.8 Section 106 Consultation and Documentation – Full Section 106 consultation is anticipated due to the potential relocation of an apartment building near east of the 17th Street and Lincoln Street intersection. The CONSULTANT shall prepare the appropriate Section 106 documentation in accordance with the *INDOT Cultural Resources Manual*. This tasks to be performed shall include the following:
- 2.2.9 Consulting Party Early Coordination – Prepare a list of potential consulting parties that shall be invited to participate in the Section 106 process. Prepare an early coordination letter and distribute to consulting parties following approval by the INDOT Cultural Resources Office (CRO).
- 2.2.10 Area of Potential Effects (APE) Delineation and Field Inspection – Upon review of preliminary design information, formulate an APE, which shall define the limits of the survey for aboveground resources that are listed or

determined eligible for inclusion in the NRHP. The APE may extend beyond the defined survey limits. A Historian-Section 106 Specialist, who meets the *Secretary of the Interior's Professional Qualification Standards* as per 36 CFR Part 61, shall complete the field inspection documenting properties and rating them as Contributing, Notable, and Outstanding.

- 2.2.11 Historic Properties Short Report (HPSR) – Prepare an HPSR that documents the results of the Qualified Professional's survey of aboveground resources and make National Register of Historic Places (NRHP)-eligibility recommendations. It is assumed no properties eligible for inclusion in the NRHP will be identified within the APE that would warrant the preparation of a full Historic Properties Report. The HPSR shall be submitted to INDOT CRO for approval prior to disseminating to the consulting parties.
- 2.2.12 Archaeological Investigations – Perform an Archaeological Records Review in accordance with DHPA guidelines for the project area and a one (1) mile buffer. In order to obtain the required archaeological clearance, perform a Phase Ia Investigation following standard archaeological methods. If no archaeological sites are found, document the investigation in an Indiana Archaeological Survey Short Report. Prepare a written report and site survey forms following guidance provided in the current *Guidebook for Indiana Historic Sites and Structures Inventory-Archaeological Sites* for up to one (1) found site.
- 2.2.13 Effects Finding Preparation (No Historic Properties Affected) – Prepare the appropriate level of effects documentation for the project. It is anticipated the project will result in a finding of “No Historic Properties Affected.” The effects documentation shall be submitted to INDOT CRO for approval prior to distribution to consulting parties. In addition, prepare a public notice advertising the opportunity for the public to comment on the effects finding, and coordinate the publication with the appropriate newspaper. Should it be determined that the project will result in a finding of “No Adverse Effect” or “Adverse Effect,” additional services will be required to complete the Section 106 process. These additional services will be considered out of scope, and additional or supplemental services will be required to complete the required consulting parties coordination and/or the preparation of a Memorandum of Agreement.

3.0 PUBLIC INVOLVEMENT

The CONSULTANT shall prepare for and administer one (1) public meeting and two (2) individual property owner meetings, and if required, administer one (1) formal public hearing in accordance with INDOT requirements immediately following the public meeting. The tasks to be performed are as follows:

- 3.1 Prepare the displays to be used for the public meeting, and if required, the public hearing.
- 3.2 If a public hearing is required, perform the following tasks:
 - 3.2.1 Prepare the public hearing presentation, displays, handouts and comment forms.

- 3.2.2 Prepare a legal notice for the public hearing and publish it two (2) times within a local newspaper. Identify existing nearby property owners and mail them a copy of the public notice. Print and send copies of the environmental document to the LPA and a local library to make it available for public review.
- 3.2.3 Provide for attendance at the public hearing by five (5) individuals. Four (4) people will be available to answer questions and one (1) will assist with a sign in table.
- 3.2.4 Record and transcribe all public comments and develop responses to the comments.
- 3.2.5 Revise the CE text and appendices to include updated right-of-way information prior to re-submittal to INDOT for public hearing approval. After the public hearing, compile the public hearing certification documentation and submit to INDOT for approval. In addition, revise the CE to incorporate minor design changes (not requiring additional field work or resource agency coordination) as well as the public hearing documentation. Resubmit the revised CE document to INDOT for approval.

4.0 WATER RESOURCE/STORMWATER PERMITTING

The CONSULTANT shall prepare the IDEM Rule 5 Permit in accordance with current INDOT guidelines. The tasks to be performed shall include the following:

- 4.1 Rule 5 Erosion Control Plan – Complete the Storm Water Pollution Prevention Plan (SWPPP), incorporate into the overall design plans and the complete the NOI (Notice of Intent) for the project.

5.0 ROAD DESIGN AND PLANS

5.1 The CONSULTANT shall prepare plans, specifications, opinions of probable construction costs and other required submittal documentation for the project at each submittal stage, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted:

- Chapter 7 (Plan Preparation) of the “INDOT LPA Guidance Document for Local Federal-Aid Projects” (dated September 2017),
- INDOT’s Standard Specifications, Design Memoranda and Indiana Design Manual except as modified by supplemental specifications and special provisions, if any,
- INDOT Standard Drawings
- American Association of State Highway and Transportation Officials (AASHTO) “A Policy on Geometric Design of Highways and Streets”,
- AASHTO Roadside Design Guide, latest edition,
- Indiana Manual on Uniform Traffic Control Devices (IMUTCD).

5.2 Plan Submittals: The CONSULTANT shall, utilizing the preliminary Road Plans developed for the 17th Street and Kinser Pike/Madison Street intersection improvements under a separate contract, prepare necessary information and submit plans at each development stage in accordance with the “INDOT LPA Guidance Document for Local Federal-Aid Projects” and the Indiana Design Manual. Each submission shall be transmitted to INDOT via ERMS upload with a hard copy to the LPA. Hard copy

submissions shall include a CD containing the submittal documents in PDF format along with one 24" x 36" paper copy set of plans. Plan submittals shall be as follows:

- Preliminary Field Check Plans
- Stage 3 Plans
- Final Tracings

5.3 The Preliminary Field Check Plans shall define preliminary right-of-way limits and a preliminary opinion of probable construction cost.

5.4 The CONSULTANT shall attend a preliminary field check review with the LPA and affected utilities.

5.5 Prior to submitting Final Tracings, the CONSULTANT shall submit Final Plans for review to the LPA, including the City of Bloomington Utilities.

5.6 The Final Tracings submission shall include:

One hard copy set of final approved tracings of the contract plans drawn to a suitable scale on standard 24" x 36" sheets. Additionally, the following information shall be provided in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.

- Final Tracing Plans
- Complete set of Special Provisions
- Opinion of probable construction cost
- All design computations, indexed, page numbered and bound

6.0 TRAFFIC SIGNAL DESIGN AND PLANS

The CONSULTANT shall utilize the preliminary Traffic Signal Plans developed for the 17th Street and Kinser Pike/Madison Street intersection improvements under a separate contract and provide additional traffic engineering design services necessary to finalize the design of a new traffic signal to replace the existing traffic signal at the intersection of 17th Street and Kinser Pike/Madison Street. Modifications to the existing traffic signal have been recommended to accommodate the proposed roadway and pedestrian facility improvements related to the implementation of a proposed multi-use path along the north side of 17th Street.

The CONSULTANT shall also provide traffic engineering design services necessary to modify the existing traffic signals at the intersections of 17th Street at North College Avenue and North Walnut Street. The proposed traffic signal related improvements at the North College Avenue and North Walnut Avenue intersections shall be limited to relocating the existing strain poles in the northeast and northwest quadrants to avoid a future multi-use path along the north side of 17th Street. Implementation of pedestrian push button devices at these two intersections shall not be included as a part of this project; however, the existing pedestrian signal heads would continue to provide indications for all intersection crossings via pedestrian recall mode within the existing signal controller. The services to be provided by CONSULTANT shall include the following:

6.1 Preliminary Design and Plans

6.1.1 Perform one (1) field site visit to ensure accuracy of existing topography survey base sheets and determine potential conflicts with proposed roadway improvements.

6.1.2 Perform the following additional preliminary design tasks related to the proposed traffic signal at the intersection of 17th Street and Kinser Pike/Madison Street:

- 6.1.2.1 Coordinate with local power company to determine preferred type and locations of power source and service point, as well as allowable locations for proposed traffic signal mast arms in relation to existing overhead utility lines.
- 6.1.2.2 The installation of all new traffic signal equipment at the intersection of 17th Street and Kinser Pike/Madison Street based on all unnecessary existing traffic signal equipment being removed. The traffic signal shall be designed to INDOT standards. The plans shall reflect and/or assume the following:
- 6.1.2.2.1 The installation of new mast arm configuration, which matches the existing configuration.
- 6.1.2.2.2 The proposed mast arms can be placed behind the existing mast arms, thereby allowing the existing signal to remain in operation during the installation of the proposed signal equipment, thereby eliminating the need for the preparation of construction staging or maintenance of traffic plans.
- 6.1.2.2.3 The concrete foundations for proposed mast arms will be spread footings based on existing geotechnical information and will follow INDOT standard design criteria shown in standard drawing E 805-TSCS-18 (“Traffic Signal Cantilever Structure, Spread Footing Foundation, Type C, for Arm of 35 ft. or Less”).
- 6.1.2.2.4 The installation of new multi-use path along the north side of 17th Street.
- 6.1.2.2.5 The use of video equipment for stop bar detection (i.e., no Sensys or loops).
- 6.1.2.2.6 The implementation of advanced loops along 17th Street, Kinser Pike, or Madison Street will not be required by the LPA for this project.
- 6.1.2.2.7 The use of wireless interconnect infrastructure, similar to what is in place today.
- 6.1.2.2.8 The installation of a Battery Back-Up system, which would be attached to the side of the traffic signal controller cabinet.
- 6.1.2.2.9 The installation of an Emergency Vehicle Pre-emption (EVP) system.
- 6.1.2.2.10 The installation of PROWAG compliant Accessible Pedestrian (APS) units for each street crossing.
- 6.1.2.2.11 The installation of new street name signs and pertinent regulatory signs to be attached to the new mast arms.
- 6.1.2.2.12 The following miscellaneous design elements:
- Flashing Yellow Arrow (FYA) signal heads to be used for protected/permissive left-turn phasing

- Backplates for all traffic signal heads
 - Countdown pedestrian signal heads
 - All signal mast arms, poles, and posts should be steel and powder coated black
- 6.1.3 Perform the following preliminary design tasks related to the proposed traffic signal at the intersections of 17th Street at North College Avenue and North Walnut Street:
- 6.1.3.1 Coordinate with local power company to determine if existing power sources and service points can be reused, assuming relocation of the existing strain poles in the northeast and northwest quadrants at both intersections. Input from power company shall also be sought for allowable locations for relocated strain poles in relation to existing overhead utility lines.
- 6.1.3.2 Design the relocation of existing strain poles in the northeast and northwest quadrants to accommodate the proposed multi-use path along the north side of 17th Street and based on on all unnecessary existing traffic signal equipment being removed. The traffic signal shall be designed to INDOT standards and the plans shall reflect and/or assume the following:
- 6.1.3.2.1 The relocation of existing strain poles in the northeast and northwest quadrants.
- 6.1.3.2.2 No other traffic signal related equipment (e.g., southeast and southwest strain poles, traffic signal cabinet, handholes, etc.) will be required.
- 6.1.3.2.3 The relocation of the existing strain poles will take place during non-peak traffic periods, thereby allowing stop-controlled operation to be implemented while the signal is shutdown during equipment relocation operations.
- 6.1.3.2.4 The concrete foundations for proposed mast arms will be spread footings based on existing geotechnical information and will follow INDOT standard design criteria shown in standard drawing E 805-TSCS-18 (“Traffic Signal Cantilever Structure, Spread Footing Foundation, Type C, for Arm of 35 ft. or Less”) or E 805-TSCS-19 (“Traffic Signal Cantilever Structure, Spread Footing Foundation, Type D, for Arm of Greater than 35 ft. to 65 ft.”).
- 6.1.3.2.5 The installation of new multi-use path along the north side of 17th Street.
- 6.1.3.2.6 The modification or replacement of the existing stop bar and advanced detection systems due to the proposed roadway and pedestrian facility improvements along 17th Street.

- 6.1.3.2.7 The relocation of existing traffic signal heads, pedestrian heads, EVP devices, wireless interconnect devices, and street name signs currently attached to the to-be-relocated existing strain poles.
 - 6.1.3.2.8 Modifications to intersection curb ramps associated with the proposed roadway and pedestrian facility improvements along 17th Street.
 - 6.1.3.3 Prepare and submit Preliminary Field Check Plans to the LPA and Utilities for review comments.
 - 6.1.3.4 Revise the Preliminary Field Check Plans based upon review comments from the LPA and Utilities and submit Stage 3 Plans to the LPA.
 - 6.1.3.5 Prepare a preliminary construction cost estimate based on the improvements as shown in the Stage 3.
 - 6.1.3.6 Attend one (1) meeting with LPA to discuss review comments during either the Preliminary Field Check or Stage 3 Plan submittal.
- 6.2 Final Tracings
- 6.2.1 Revise the Stage 3 based upon review comments from the LPA and Utilities.
 - 6.2.2 Prepare all necessary remaining traffic signal related plan and detail sheets for Final Tracings submittal.
 - 6.2.3 Prepare a construction cost estimate based on the improvements shown in the Final Tracings.
 - 6.2.4 Prepare project special provisions, unique special provisions, technical specifications, as well as all bid book related documentation pertaining to the proposed traffic signal work and include with Final Tracings in submittal.
 - 6.2.5 Attend one (1) meeting with LPA to discuss review comments during the Final Tracing submittal process.
- 7.0 PROJECT MANAGEMENT/PROJECT WEBSITE UPDATE
CONSULTANT shall:
- 7.1 Attend the project scoping meeting with INDOT and LPA, prepare and review the LPA quarterly reports, attend LPA quarterly review meetings with INDOT, prepare monthly project status reports, general project coordination with LPA and INDOT personnel and other project stakeholders and overall management of the design team.
 - 7.2 Prepare a graphic depiction of the project and project description and place on the LPA project website.
- 8.0 UTILITY COORDINATION
The CONSULTANT shall perform Utility Coordination as required in Chapter 104 of the Indiana Design Manual. Specific tasks within this scope for utility coordination include the following: research of existing facilities, initial notice letters, verification of existing facilities, attend preliminary field check, conflict review, work plan development, prepare reimbursable agreements, and tracing documents (special provisions, utility certification, and approved work plans).
- 9.0 SUBSURFACE UTILITY ENGINEERING

The CONSULTANT shall perform, or cause to have performed, Quality Level “A” Subsurface Utility Engineering utilizing vacuum excavation to locate the horizontal position of buried utilities at up to fifteen (15) locations within the project limits on the north side of existing 17th Street. Potholes created during excavation shall be filled with dry native spoils. Any holes in paved areas shall be capped with asphalt cold patch.

10.0 GEOTECHNICAL ENGINEERING INVESTIGATION

The CONSULTANT shall perform or cause to have performed a geotechnical investigation of the existing subsurface conditions to develop recommendations necessary for the design and construction of the soil and/or rock supported elements. The investigation shall be performed in general conformance to the Indiana Department of Transportation Geotechnical Services Division guidelines for geotechnical investigations and shall more specifically include the following:

- 10.1 Drill up to seventeen (17) test borings. Up to fourteen (14) of the borings shall include coring bedrock to be able to extend the borings to a minimum depth of 20 feet below the ground surface.
- 10.2 Obtain split-barrel samples (ASTM D-1586) at 2.5 foot intervals in the overburden soils and the bedrock below the auger refusal depths shall be cored using dual barrel N-series rock coring method to extend the borings to a depth of 20 feet below the existing ground surface.
- 10.3 Observe ground water level made during drilling operations and immediately after withdrawal of the augers from the borings.
- 10.4 Perform three (3) soundings along the project length to a depth of ten (10) feet and collect 24-hour water level readings.
- 10.5 Backfill borings with auger cuttings and plug the upper one (1) foot of the boreholes in pavement areas with concrete.
- 10.6 Perform laboratory tests required to establish the significant engineering characteristics and parameters of the subsurface soils. Resilient modulus values for the pavement subgrade soils shall be estimated based on classification results.
- 10.7 Prepare a report containing recommendations to guide the design and construction of the proposed traffic signal foundations, the pavement foundations and the earth related elements of the pavement.

11.0 RIGHT-OF-WAY ENGINEERING

CONSULTANT shall provide right-of-way engineering services for up to fifty-five (55) parcels. The services to be provided shall include:

- 11.1 Title Research – Complete a title search covering an interval of time including one (1) valid transfer of fee title beyond a twenty-year period from the date of search that includes all liens (taxes, mortgages, easements, recorded judgments, etc.) and any encumbrances against the property found to be of record.
- 11.2 Right-of-Way Engineering – Prepare a legal description, right-of-way parcel plat and other materials for up to fifty-five (55) parcels to be used in the acquisition of right-of-way in accordance with the Right-of-Way Engineering Procedure Manual and in accordance with Indiana Administrative Code 865 IAC 1-12 (Rule 12).
- 11.3 Right-of-Way Staking – Set stakes at right-of-way break points (and at intermediate points as necessary to allow visual inspection of the right-of-way line, if necessary) to

delineate the location of the proposed permanent and temporary right-of-way lines for the benefit of the property owner, the appraiser, and the buying agent.

11.4 Appraisal Problem Analysis (APA) – Complete an Appraisal Problem Analysis Report which shall include performing the following:

11.4.1 An examination of the right-of-way plans to determine the extent of the acquisition.

11.4.2 An on-site inspection of each parcel requiring right-of-way acquisition.

11.4.3 A determination of the type of appraisal needed for each parcel according to FHWA Regulations (49 CFR Part 24, dated March 2, 1989).

11.4.4 Completing an Appraisal Problem Analysis form for each parcel to be acquired.

12.0 CONSTRUCTION PHASE OFFICE SERVICES

The CONSULTANT shall provide construction phase office services including the following:

12.1 Review and respond to Contractor questions submitted during bidding.

12.2 Attend one (1) Pre-construction Conference with the responsible agent(s) of the LPA and the Contractor.

12.3 Review shop drawings.

12.4 Make his/her services available to the LPA during construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions may arise.

13.0 SERVICES NOT BEING PROVIDED BY CONSULTANT

The services not being provided by CONSULTANT under this Contract include, but are not limited to, the following:

13.1 Rule 5 Inspections during construction or completion of the Notice of Termination.

13.2 Phase I Site Assessment or Phase II Limited Site Investigation

13.3 Preparation of an Environmental Remediation Plan

13.4 Preparation of an “Appendix D: Bridge/Structure Assessment Form”

13.5 Development of a formal Karst Report or coordination through the INDOT Ecology and Waterway Permitting Office (EWPO)

13.6 Development of a full Historic Properties Report

13.7 Completion of the Section 106 process if a “No Adverse Effect” or “Adverse Effect” finding is determined.

13.8 Preparation of a Level 4 Categorical Exclusion Document

13.9 Design of advanced loops with the signal improvements at the Kinser Pike/Madison Street intersections

13.10 Preparation of Maintenance of Traffic Plans associated with the traffic signal improvements.

13.11 Field testing of wireless connectivity associated with the traffic signal improvements

13.12 Design of corridor or intersection street lighting

13.13 Restitution for landscape damage associated with the geotechnical investigation.

13.14 Remediation of hazardous materials found in the soil.

13.15 Additional reporting and curation if more than one (1) archaeological site is found.

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APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA

The LPA shall furnish the CONSULTANT with the following:

- 1.0 LPA shall designate an Employee in Responsible Charge (ERC) who has completed the requisite training as described in the INDOT LPA Process Guidance Document to coordinate activities between CONSULTANT and LPA.
- 2.0 Assistance to the CONSULTANT by placing at its disposal all available information pertinent to the project, including but not limited to the following:
 - 2.1 Available historic and current traffic data.
 - 2.2 Existing ambient air quality data available from the State and Local Air Pollution Control Agency.
 - 2.3 Existing water quality data, if available and required.
 - 2.4 Ambient noise measurements and computer noise analyses, if available and required.
 - 2.5 If required, aerial photographs and/or planimetric mapping of the watershed area in which the project lies and which can be used for any required drainage analysis.
 - 2.6 Utility plans provided by the LPA covering utility facilities and the location of facilities throughout the project area.
 - 2.7 Assistance in obtaining property owner information, deeds, plans of adjacent developments and/or roadway facilities, section corner information and any other pertinent information necessary to perform work under this Contract.
 - 2.8 Project Funding Sources
- 3.0 Local criteria for design and details for signs, signals, highway and structures such as grades, curves, sight distances, clearances, design loadings, etc.
- 4.0 Local specifications and standard drawings applicable to the project, including proprietary material request documentation for similar prior projects.
- 5.0 All written views pertinent to the location and environmental studies that are received by the LPA.
- 6.0 Relocation, land acquisition and document recording fees
- 7.0 Traffic Assignments, if required
- 8.0 A determination if the existing wireless interconnect infrastructure (e.g., yagi antennas, serial modem or Ethernet module, etc.) are to be relocated to the new mast arms, or if all new equipment should be implemented.
- 9.0 A determination as to whether a specific Emergency Vehicle Pre-emption (EVP) system manufacturer should be specified and the type of devices (e.g., infrared or GPS detectors).
- 10.0 A determination as to the preferred stop bar and/or advanced detection methods to be specified (e.g., video, Sensys, or loops).
- 11.0 Guarantee access to enter upon public and private lands as required for the CONSULTANT to perform the services under this Contract.

APPENDIX “C”

SCHEDULE

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

All design services by the CONSULTANT under this Contract shall be completed and delivered to INDOT and the LPA at least 30 calendar days prior to the Ready for Contracts (RFC) date for the project. The anticipated Ready for Contracts Date for the project shall be August 4, 2021.

For purposes of contract control, the work will be submitted by the CONSULTANT to INDOT and the LPA for review and approval within the following approximate time periods.

- 1.0 Topographic Survey Data Collection completed within 90 calendar days after receipt of notice to proceed.
- 2.0 Environmental Documentation completed within 360 calendar days after sufficient Road Design is completed.
- 3.0 Road, Sewer and Lighting Design
 - 3.1 Conduct Field Check within 120 calendar days after completion of topographic survey data collection.
 - 3.2 Stage 3 Submission at least 75 calendar days prior to RFC date.
 - 3.3 Final Tracings with an Opinion of Probable Construction Costs and Special Provisions at least 30 calendar days prior to the RFC date.

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APPENDIX “D”

COMPENSATION

1.0 AMOUNT OF PAYMENT

1.1 The CONSULTANT shall receive compensation for such professional services under Appendix “A” of this Contract in the amount of a total fee not-to-exceed Six Hundred Thirty-Six Thousand One Hundred Fifteen Dollars (\$636,115.00), unless an amendment to this Contract is approved in writing by the LPA.

1.2 The CONSULTANT shall receive compensation for providing the services set forth in Items 1.0 through 8.0, inclusive, of Appendix “A” on a lump sum basis in accordance with the following schedule:

1.2.1	Topographic Survey Data Collection.....	\$39,700.00
1.2.2	Environmental Document	\$49,300.00
1.2.3	Public Involvement	
1.2.3.1	Public and Property Owners Meetings.....	\$12,000.00
1.2.3.2	Public Hearing (if required)	\$3,500.00
1.2.4	Water Resource/Stormwater Permitting	\$7,100.00
1.2.5	Road Design and Plans	\$230,800.00
1.2.6	Traffic Signal Design and Plans	\$18,700.00
1.2.7	Project Management/Project Website Update	\$14,700.00
1.2.8	Utility Coordination.....	\$20,000.00

1.3 The CONSULTANT shall receive payment for Subsurface Utility Engineering services performed under Item 9.0 of Appendix “A” of this Contract on a unit price basis per the schedule set forth below. The total payment for these services shall not exceed \$16,295.00, unless approved by the LPA.

1.3.1	SUE Locating/Test Holes (unit)-A	\$600.00/hole
1.3.2	SUE Maint of Traff 4 (unit).....	\$1,400.00/day
1.3.3	SUE Mobilization (Traffic Maint).....	\$115.00/day
1.3.4	SUE Mobilization (Vac).....	\$200.00/day
1.3.5	SUE Per Diem.....	\$150.00/day

1.4 The CONSULTANT shall receive payment for Geotechnical Investigation Services performed under Item 10.0 of Appendix “A” of this Contract on a unit price basis per the schedule set forth in Exhibit “1”, attached to this Contract and made an integral part hereof. The total payment for these services shall not exceed \$37,050.00, unless approved by the LPA.

1.5 The CONSULTANT shall receive as payment for the Right-of-Way Engineering Services performed under Item 11.0 of Appendix “A” of this Contract based on the specific cost per unit multiplied by the actual units of work performed, in accordance with the following schedule:

	<u>Quantity</u>	<u>Unit Price</u>	<u>Subtotal</u>
1.5.1	Title Search	55 Each @ \$2,300.00	\$126,500.00
1.5.2	Right-of-Way Engineering	55 Parcels @ \$350.00	\$19,250.00
1.5.3	Right-of-Way Staking	55 Each @ \$400.00	\$22,000.00
1.5.4	Appraisal Problem Analysis	55 Parcels @ \$240.00	\$13,200.00
1.5.5	Combined or Eliminated Parcels	0 Parcels @ \$500.00	\$0.00
	Total		\$180,950.00

- 1.6 The CONSULTANT shall receive payment for Revising Parcel Plats and Descriptions and Re-Staking services performed pursuant to the following:
 - 1.6.1 Revision - \$200.00/Each
 - Estimated two (2) Revisions @ \$200.00/Each \$400.00
 - 1.6.2 Re-Staked Parcels - \$310/Parcel
 - Estimated two (2) Re-Staked Parcel @ \$310.00/Parcel \$620.00
- 1.7 The LPA, for and in consideration of the rendering of the services provided in Section 12.0 Construction Phase Office Services of Appendix “A” of this Contract, agrees to pay the CONSULTANT on the basis of the aggregate total of the actual hours of work performed by essential personnel exclusively working on the Contract. The total amount to be paid to CONSULTANT shall be the sum of the total direct salary and wages of each employee, plus the amount of the CONSULTANT’s overhead cost which shall be computed by multiplying the sum of the direct salary and wages by the CONSULTANT’s INDOT approved provisional overhead rate at the time the services were provided, plus 9.5% profit. The total compensation to be paid to the CONSULTANT shall not exceed \$5,000.00, unless approved by the LPA.

2.0 METHOD OF PAYMENT

- 2.1 The CONSULTANT may submit a maximum of one (1) invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Item 1.2 of this Appendix, percentage completed and prior payments.
- 2.2 The LPA, for and in consideration of the rendering of the services provided for in Item 1.0 through Item 12.0 of Appendix “A”, agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner.
 - 2.2.1 For completed work and upon receipt of invoices from the CONSULTANT and the approval thereof by the LPA, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
- 2.3 In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 6, (changes in work) of the General Provisions, set out in this Contract.
- 2.4 It is anticipated that all services set forth in Appendix “A”, excluding Construction Phase Office Services, shall be completed prior to May 2023. If for any reason the project progresses past this timeline, the CONSULTANT may be due an increase in fee due to inflationary costs for any unfinished services. Any fee increase shall be negotiated between the LPA and the CONSULTANT.

EXHIBIT "1"

Geotechnical Engineering Services
 City of Bloomington Multimodal Improvements
 17th Street from Monroe Street to Grant Street
 Monroe County
 INDOT Des. 1900402

ATC Group Services
 2018 Fee Schedule
 INDOT Appendix D

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
<u>GEOTECHNICAL FIELD</u>				
1. Mobilization and Field Coordination				
a. SPT Rig	1	ea	\$270.00	\$270.00
b. CPT		ea	\$450.00	\$0.00
c. Field and utility coordination	1	LS	\$400.00	\$400.00
d. Field coordination with property owners				
i. 1 - 10		LS	\$320.00	\$0.00
ii. 11 - 25	1	LS	\$510.00	\$510.00
iii. Over 25		LS	\$710.00	\$0.00
e. Mileage	140	mi	\$3.50	\$490.00
2. Truck mounted borings with split-spoon sampling				
a. Standard	170	ft	\$19.00	\$3,990.00
b. Night time		ft	\$22.42	\$0.00
3. Truck mounted borings with drilling fluid				
a. Standard		ft	\$19.00	\$0.00
b. Night time		ft	\$22.42	\$0.00
4. Truck mounted core drilling				
a. Standard	210	ft	\$39.00	\$8,190.00
b. Night time		ft	\$46.00	\$0.00
5. Truck mounted borings				
a. Truck mounted borings through bedrock or boulders or concrete pavement				
i. Standard		ft	\$39.00	\$0.00
ii. Night time		ft	\$46.02	\$0.00
b. Bridge deck coring and restoration				
i. Standard		ea	\$350.00	\$0.00
ii. Night time		ea	\$413.00	\$0.00
6. Cone penetrometer testing				
a. Set up				
i. Standard		ea	\$80.00	\$0.00
ii. Night time		ea	\$94.40	\$0.00
b. Subsurface profiling				
i. Standard		ft	\$12.25	\$0.00
ii. Night time		ft	\$14.46	\$0.00
c. Profiling with pore pressure measurement				
i. Piezometric Saturation				
a. Standard		ea	\$93.00	\$0.00
b. Night time		ea	\$109.74	\$0.00
ii. Penetration				
a. Standard		ft	\$14.50	\$0.00
b. Night time		ft	\$17.11	\$0.00
iii. Pore water dissipation test				
a. Standard		hr	\$190.00	\$0.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
b. Night time		hr	\$224.20	\$0.00
iv. Hydraulic conductivity and consolidation				
a. Standard		ea	\$75.00	\$0.00
b. Night time		ea	\$88.50	\$0.00
d. Profiling with Shear wave Velocity Measurement				
i. Standard		ft	\$15.75	\$0.00
ii. Night time		ft	\$18.59	\$0.00
e. Sample				
i. Standard		ea	\$24.00	\$0.00
ii. Night time		ea	\$28.32	\$0.00
7. Hand or truck soundings				
a. Standard	30	ft	\$12.50	\$375.00
b. Night time		ft	\$14.75	\$0.00
8. Hand auger drilling				
a. Standard		ft	\$13.00	\$0.00
b. Night time		ft	\$15.34	\$0.00
9. Skid mounted borings with split-spoon sampling				
a. Standard		ft	\$30.00	\$0.00
b. Night time		ft	\$35.40	\$0.00
10. Skid mounted borings using drilling fluid				
a. Standard		ft	\$30.00	\$0.00
b. Night time		ft	\$35.40	\$0.00
11. Skid mounted core drilling				
a. Standard		ft	\$43.00	\$0.00
b. Night time		ft	\$50.74	\$0.00
12. Skid mounted boring through bedrock or boulders				
a. Standard		ft	\$45.00	\$0.00
b. Night time		ft	\$53.10	\$0.00
13. Skid mounted soundings				
a. Standard		ft	\$17.50	\$0.00
b. Night time		ft	\$20.65	\$0.00
14. Skid Mounted Cone Penetrometer Testing (CPT)				
a. Set up				
i. Standard		ea	\$115.00	\$0.00
ii. Night time		ea	\$135.70	\$0.00
b. Subsurface profiling				
i. Standard		ft	\$17.75	\$0.00
ii. Night time		ft	\$20.95	\$0.00
c. Profiling with pore pressure measurement				
i. Piezometric Saturation				
a. Standard		ea	\$110.00	\$0.00
b. Night time		ea	\$129.80	\$0.00
ii. Penetration				

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
a. Standard		ft	\$20.50	\$0.00
b. Night time		ft	\$24.19	\$0.00
iii. Pore Water Dissipation Test				
a. Standard		hr	\$220.00	\$0.00
b. Night time		hr	\$259.60	\$0.00
iv. Hydraulic Conductivity and Consolidation				
a. Standard		ea	\$85.00	\$0.00
b. Night time		ea	\$100.30	\$0.00
d. Profiling with Shear wave Velocity Measurement				
i. Standard		ft	\$25.00	\$0.00
ii. Night time		ft	\$29.50	\$0.00
e. Sample				
i. Standard		ea	\$32.00	\$0.00
ii. Night time		ea	\$37.76	\$0.00
15. Furnishing of a boat		Actual Cost	1.0	\$0.00
16. Barge set-up expenses				
a. Navigable water				
i. Barge set-up		ea	\$6,000.00	\$0.00
ii. Rental of support equipment and/or boat		Actual Cost	1.0	\$0.00
iii. Drill rig down time		hr	\$150.00	\$0.00
b. Non-navigable water barge set-up		ea	\$5,000.00	\$0.00
17. Additional disassembly and reassembly				
a. Navigable water		ea	\$2,100.00	\$0.00
b. Non-navigable water		ea	\$1,900.00	\$0.00
18. Barge mounted borings with split spoon sampling		ft	\$33.00	\$0.00
19. Barge mounted core drilling		ft	\$45.00	\$0.00
20. Barge mounted boring through bedrock or boulders		ft	\$45.00	\$0.00
21. Barge mounted soundings		ft	\$20.00	\$0.00
22. Casing through water		ft	\$8.50	\$0.00
23. Uncased sounding through water		ft	\$5.50	\$0.00
24. Set up for borings and machine soundings				
a. Borings and machine soundings less than 20 ft deep	9	ea	\$70.00	\$630.00
b. Rock core borings		ea	\$120.00	\$0.00
25. Additional 2-in. split spoon sampling	27	ea	\$21.00	\$567.00
26. 3-in. split spoon samples		ea	\$23.00	\$0.00
27. 3-in. Shelby tube samples	1	ea	\$63.00	\$63.00
28. Bag samples				
a. 25-lb sample	1	ea	\$51.00	\$51.00
b. 5-lb sample	3	ea	\$33.00	\$99.00
29. Field vane shear test				
a. Standard		ea	\$115.00	\$0.00
b. Night time		ea	\$135.70	\$0.00
30. 4½-in. cased hole		ft	\$12.50	\$0.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
31. Installation of Geotechnical Instruments				
a. Inclinator casing installation				
i. Standard		ft	\$15.00	\$0.00
ii. Night time		ft	\$17.70	\$0.00
b. Piezometer installation up to 25 ft below surface		ea	\$270.00	\$0.00
c. Piezometer installation deeper than 25 ft below surface		ea	\$300.00	\$0.00
d. Metal protective outer cover for inclinometer and piezometer casings		ea	\$125.00	\$0.00
32. Geotechnical Engineer	15	hr	\$120.00	\$1,800.00
33. Railroad expenses		Actual Cost	1.0	\$0.00
34. Twenty-four hour water levels				
a. Field measurements per borehole				
i. Standard	3	ea	\$38.00	\$114.00
ii. Night time		ea	\$44.84	\$0.00
b. PVC slotted pipe	30	ft	\$6.00	\$180.00
35. Special borehole backfilling				
a. 0 to 30 ft				
i. SPT				
a. Standard	9	ea	\$110.00	\$990.00
b. Night time		ea	\$129.80	\$0.00
ii. CPT				
a. Standard		ea	\$46.00	\$0.00
b. Night time		ea	\$54.28	\$0.00
b. More than 30 ft				
i. SPT				
a. Standard	0	ft	\$6.50	\$0.00
b. Night time		ft	\$7.67	\$0.00
ii. CPT				
a. Standard		ft	\$1.90	\$0.00
b. Night time		ft	\$2.24	\$0.00
c. Pavement restoration				
i. Standard	9	ea	\$60.00	\$540.00
ii. Night time		ea	\$70.80	\$0.00
36. Dozer rental		Actual Cost	1.0	\$0.00
37. Traffic control				
a. Flag crew	0	day	\$750.00	\$0.00
b. Equipment Rental and professional traffic control services	\$5,250.00	Actual Cost	1.0	\$5,250.00
c. Flag crew with equipment	0	day	\$850.00	\$0.00
d. Traffic Control Coordination with Subcontractor	1	LS	\$600.00	\$600.00
38. Centerline surveying		Actual Cost	1.0	\$0.00
		Subtotal (Geotechnical Field)		\$25,109.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
<u>GEOTECHNICAL LABORATORY</u>				
39.				
Sieve analysis for soils	13	ea	\$49.00	\$637.00
40.				
Hydrometer analysis	13	ea	\$58.00	\$754.00
41.				
Sieve analysis for Aggregates				
a. Analysis by Washing (AASHTO T-11)		ea	\$77.00	\$0.00
b. Analysis by Using (AASHTO T-27)		ea	\$135.00	\$0.00
42.				
Liquid limit	13	ea	\$39.00	\$507.00
43.				
Plastic limit & plasticity index	13	ea	\$28.00	\$364.00
44.				
Liquid Limit Ratio		ea	\$75.00	\$0.00
45.				
pH test	13	ea	\$15.50	\$201.50
46.				
Loss on Ignition Test				
a. Loss on Ignition Test (Conventional)	3	ea	\$24.00	\$72.00
b. Loss on Ignition Test (Sequential)		ea	\$52.00	\$0.00
c. Organic content based on Colorimeter		ea	\$24.00	\$0.00
47				
Topsoil Tests				
a. Phosphorus tests	3	ea	\$21.00	\$63.00
b. Potassium tests	3	ea	\$21.00	\$63.00
48				
Moisture Content Test				
a. Moisture Content Test (Conventional)	76	ea	\$6.75	\$513.00
b. Moisture Content Test (Microwave)		ea	\$8.20	\$0.00
49				
Expansion Index of Soils		ea	\$235.00	\$0.00
50				
Specific Gravity Test		ea	\$36.00	\$0.00
51				
Unit weight determination	3	ea	\$17.50	\$52.50
52				
Hydraulic Conductivity Test				\$0.00
a. Constant Head		ea	\$235.00	\$0.00
b. Falling Head		ea	\$285.00	\$0.00
53				
Unconfined Compression Test on soils & Rocks				
a. Unconfined Compression Test (Soils)	3	ea	\$45.00	\$135.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)		ea	\$115.00	\$0.00
c. Point Load Strength Index of Rock		ea	\$43.00	\$0.00
54				
Compressive Strength and Elastic Moduli of Intact Rock				\$0.00
a. Compressive Strength of Intact Rock		ea	\$110.00	\$0.00
b. Elastic Moduli of Intact Rock		ea	\$430.00	\$0.00
55				
Consolidation Test		ea	\$450.00	\$0.00
56				
Triaxial test				\$0.00
a. Unconsolidated - Undrained (UU)		ea	\$350.00	\$0.00
b. Consolidated - Undrained (CU)		ea	\$520.00	\$0.00
c. Consolidated - Drained (CD)		ea	\$725.00	\$0.00
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation		ea	\$250.00	\$0.00
57				
Direct Shear Test		ea	\$530.00	\$0.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
58				
Moisture-Density Relationship Test				
a. Standard Proctor	1	ea	\$140.00	\$140.00
b. Modified Proctor		ea	\$155.00	\$0.00
59				
Soil Support Testing				
a. California Bearing Ratio Test		ea	\$525.00	\$0.00
b. Resilient Modulus on remolded soil sample		ea	\$620.00	\$0.00
c. Resilient modulus on Shelby tube sample		ea	\$400.00	\$0.00
60				
Collapse Potential Evaluation Test				
a. Silty Soil (Loess)		ea	\$380.00	\$0.00
b. Cohesive or Expansive Soils		ea	\$450.00	\$0.00
61	10	ea	\$105.00	\$1,050.00
62		ea	\$105.00	\$0.00
63		ea	\$135.00	\$0.00
64				
Shale Durability Tests				
a. Slake Durability Index Test		ea	\$125.00	\$0.00
b. Jar Slake Test		ea	\$13.25	\$0.00
			Subtotal (Geotechnical Laboratory)	\$4,552.00
<u>GEOTECHNICAL ENGINEERING</u>				
65				\$0.00
Geotechnical report				\$0.00
a. Without soil subgrade investigation				\$0.00
i. First mile	0	LS	\$1,800.00	\$0.00
ii. Each additional mile		mi	\$750.00	\$0.00
b. With soil subgrade investigation				\$0.00
i. First mile	1	LS	\$2,000.00	\$2,000.00
ii. Each additional mile		mi	\$850.00	\$0.00
c. Soil subgrade investigation (only)				\$0.00
i. First mile		LS	\$650.00	\$0.00
ii. Each additional mile		mi	\$400.00	\$0.00
d. Soil profile Drawing				
I. First mile		LS	\$1,265.00	\$0.00
II. Each additional mile		mi	\$600.00	\$0.00
66				
a. Geotechnical Data Report for Design Build Projects				
i. First mile		LS	\$900.00	\$0.00
ii. Each additional mile		mi	\$400.00	\$0.00
b. Technical Memo				
i. First mile		LS	\$600.00	\$0.00
ii. Each additional mile		mi	\$300.00	\$0.00
67				\$0.00
Settlement analysis and recommendations for embankment				\$0.00
a. Proposed embankment		ea	\$510.00	\$0.00
b. Proposed and existing embankment		ea	\$570.00	\$0.00
68		ea	\$1,500.00	\$0.00
Ground modification design				
69				\$0.00
Slope stability analysis				\$0.00
a. C, ϕ or C & ϕ analysis		ea	\$800.00	\$0.00
b. Corrective measures		ea	\$800.00	\$0.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
c. Stage construction corrective method		ea	\$1,400.00	\$0.00
70 Bridge foundation analysis and recommendations				\$0.00
a. Shallow foundation		ea	\$500.00	\$0.00
b. Deep foundation				\$0.00
i. Deep foundation analyses		ea	\$875.00	\$0.00
ii. Wave equation analyses		ea	\$335.00	\$0.00
iii. Liquefaction analysis		ea	\$270.00	\$0.00
iv. Group - 3D analysis		ea	\$430.00	\$0.00
c. Settlement analysis for bridge pier foundation				\$0.00
i. Bridge pier		ea	\$400.00	\$0.00
ii. Embankment plus pier		ea	\$440.00	\$0.00
iii. Embankment plus pier plus all other loads		ea	\$510.00	\$0.00
d. Foundation on bedrock		ea	\$380.00	\$0.00
71 Retaining structure analysis recommendations				\$0.00
a. Conventional retaining structures and other types such as MSE Walls and Bin walls				\$0.00
i. Shallow foundation	3	ea	\$880.00	\$2,640.00
ii. Deep foundation		ea	\$1,160.00	\$0.00
iii. Settlement analysis for retaining wall foundation	3	ea	\$380.00	\$1,140.00
b. Pile retaining structure analysis and recommendations				\$0.00
i. Free standing structure		ea	\$1,050.00	\$0.00
ii. Retaining structure with tie-back system		ea	\$1,500.00	\$0.00
c. Drilled-in-pier retaining structure analysis				\$0.00
i. Free standing structure		ea	\$1,050.00	\$0.00
ii. Retaining structure with tie-back system		ea	\$1,500.00	\$0.00
d. Soil nailing wall analysis		ea	\$1,000.00	\$0.00
72 Seepage analysis		ea	\$1,450.00	\$0.00
73 Deep dynamic compaction analysis		ea	\$1,450.00	\$0.00
			Subtotal (Geotechnical Engineering)	\$5,780.00

CONSTRUCTION INSPECTION AND MONITORING

74 Pressuremeter Testing services		day	\$1,650.00	\$0.00
75 Mobilization of testing equipment		LS	\$165.00	\$0.00
76 a. Monitoring geotechnical instrumentation		hr	\$80.00	\$0.00
b. Field Inspector		hr	\$80.00	\$0.00
77 Integrity testing		Actual Cost	1.0	\$0.00
78 Field Compaction Testing				\$0.00
a. Dynamic Cone Penetration Test (DCPT)		hr	\$80.00	\$0.00
b. Light Weight Deflectometer Test (LWD)		hr	\$80.00	\$0.00
79 Dynamic pile analysis		ea	\$1,050.00	\$0.00
80 Static load test		ea	\$1,050.00	\$0.00
81 Dynamic pile load test		Actual Cost	1.0	\$0.00
82 CAPWAP-C analysis		ea	\$550.00	\$0.00
83 Final construction inspection report		ea	\$1,000.00	\$0.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>	
Subtotal (Construction Inspection and Monitoring)				\$0.00	
<u>FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u>					
84	a. Surface test/Pier or foundation		Actual Cost	1.0	\$0.00
	b. Borehole test/Pier or foundation		Actual Cost	1.0	\$0.00
<u>GEOPHYSICAL INVESTIGATION</u>					
85	Geophysical Investigations		Actual Cost	1.0	\$0.00
<u>GEOTECHNICAL PROJECT MANAGEMENT</u>					
86	Project Management				
	a. Project Coordination		mi	\$1,650.00	\$0.00
	b. Project Website		LS	\$3,500.00	\$0.00
87	Geotechnical Review				\$0.00
	a. Structure Report		ea	\$350.00	\$0.00
	b. Roadway Report		mi	\$290.00	\$0.00
<u>PAVEMENT INVESTIGATION</u>					
1.	Mobilization of coring equipment		LS	\$210.00	\$0.00
2.	Mobilization mileage for coring equipment		mi	\$1.90	\$0.00
3.	Pavement core (partial depth)		ea	\$130.00	\$0.00
4.	Pavement core (full depth)				\$0.00
	a. Standard	5	ea	\$200.00	\$1,000.00
	b. Night time		ea	\$230.00	\$0.00
5.	Sub-base sample	5	ea	\$62.00	\$310.00
6.	Cement concrete pavement core density determination		ea	\$34.00	\$0.00
7.	Cement concrete core compressive strength test		ea	\$33.00	\$0.00
8.	Bituminous extraction test		ea	\$86.00	\$0.00
9.	Sieve analysis of extracted aggregate test		ea	\$58.00	\$0.00
10.	Recovery of asphalt from solution by Abson method		ea	\$360.00	\$0.00
11.	Theoretical maximum specific gravity test		ea	\$72.00	\$0.00
12.	Bulk specific gravity test		ea	\$32.00	\$0.00
13.	Air voids calculation		ea	\$29.00	\$0.00
14.	Core report for partial depth core		ea	\$50.00	\$0.00
15.	Core report for full depth core	5	ea	\$50.00	\$250.00
16.	Pavement analysis and report		ea	\$800.00	\$0.00
Subtotal (Pavement Investigation)					\$1,560.00

Summary of Fees

Geotechnical Field	\$25,109.00
Geotechnical Laboratory	\$4,552.00
Geotechnical Engineering	\$5,780.00
Construction Inspection and Monitoring	\$0.00
Pavement Investigation	\$1,560.00
Estimated Total	\$37,001.00



Topographic Survey Data Collection

PROJECT:	17th St. Multi-modal Improvements, Bloomington, IN	INDOT Des No.:	1900402								
Client Name:	City of Bloomington	Lochmueller Proj. No.:	119-0055-OHY								
DESCRIPTION	Year	STAFF HOURS BY CLASSIFICATION							TOTAL HOURS / TASK	TOTAL SALARY COST / TASK	
		SC	LS4	SP3	SP3	SP1	ED1	ZSA			
Location Control Route Survey Plat & Deed Research											
Travel									0	\$0.00	
Survey Notices and Interviews	2019							2	1	3	\$182.74
Deed & Section Corner Reference Research	2019							16		16	\$1,461.92
Property & Section Corner Tie-In	2019			16		16				32	\$3,051.84
Property Line Analysis and LCRS Plat Preparation	2021	2	16							18	\$2,794.10
										0	\$0.00
SUBTOTAL: Location Control Route Survey Plat & Deed Research		2	16	16	16	0	18	1	69	\$7,490.60	
Horizontal Control											
Re-establish Highway & R.R Baselines	2019		4	4	4					12	\$1,341.24
Tie-In Survey Baseline and Random Control	2019			8	8					16	\$1,525.92
Network Adjustments & Baseline Calculations										0	\$0.00
Stake Out Primary Baseline	2019			8	8					16	\$1,525.92
Stake Out S-Lines										0	\$0.00
Set Aerial Panels & Tie-In										0	\$0.00
Reference Horizontal Control Points	2019			2	2					4	\$381.48
										0	\$0.00
SUBTOTAL: Horizontal Control		0	4	22	22	0	0	0	48	\$4,774.56	
Vertical Control											
Bench and Random Control Level Circuit	2019			8	8					16	\$1,525.92
Aerial Panel Level Circuit										0	\$0.00
										0	\$0.00
SUBTOTAL: Vertical Control		0	0	0	0	0	0	0	0	\$0.00	
Topo & Cross Sections											
Utility Research & Location	2019		4	20	20					44	\$4,393.08
Storm & Sanitary Sewer Structure Details	2019			20	20					40	\$3,814.80
Topo (w/ Surface Model) Survey Baseline	2019			60	60					120	\$11,444.40
Topo (w/ Surface Model) S-Lines										0	\$0.00
Hydraulic Cross Sections										0	\$0.00
Local Testimony / High Water Levels										0	\$0.00
500' Interval Check Cross sections										0	\$0.00
										0	\$0.00
SUBTOTAL: Topo & Cross Sections		0	4	100	100	0	0	0	204	\$19,652.28	
Final Field Notes & QC/QA											
Topo Data Collection Compilation	2019		6	4						10	\$1,248.90
Develop Surface Model DTM & Contours	2019		6							6	\$867.42
Field Notes & Calculations	2019		4							4	\$578.28
Crew Coordination & Project Review	2019	2		1	1					6	\$805.70
Final Notebook Review	2019	2	2							4	\$614.96
Project Management & QC/QA	2019	3	2							5	\$777.87
										0	\$0.00
SUBTOTAL: Final Field Notes & QC/QA		7	22	5	1	0	0	0	35	\$4,893.13	
TOTAL	ECI	9	46	151	147	0	18	1	372	\$38,336.49	
2019 Hourly Rate		\$162.91	\$144.57	\$95.37	\$95.37	\$0.00	\$91.37	\$0.00			
2020 Hourly Rate	2.90%	\$167.63	\$148.76	\$98.14	\$98.14	\$0.00	\$94.02	\$0.00			
2021 Hourly Rate	2.90%	\$172.49	\$153.07	\$100.99	\$100.99	\$0.00	\$96.75	\$0.00			
2022 Hourly Rate	2.90%	\$177.49	\$157.51	\$103.92	\$103.92	\$0.00	\$99.56	\$0.00			
2023 Hourly Rate	2.90%	\$182.64	\$162.08	\$106.93	\$106.93	\$0.00	\$102.45	\$0.00			
2024 Hourly Rate	2.90%	\$187.94	\$166.78	\$110.03	\$110.03	\$0.00	\$105.42	\$0.00			
SUBTOTAL Labor Cost										\$38,336.49	

DIRECT EXPENSES - Lochgroup										
	Trips	Unit Cost	Units	Quantity						
Mileage	4	\$ 0.38	Miles	250						\$380.00
Mileage (On-Site)	15	\$ 0.38	Miles	15						\$85.50
Lodging		\$ 94.00	Night	6						\$564.00
Per Diem		\$ 26.00	Day	10						\$260.00
LIDAR Survey (ESP Associates)										
Message Board Rental (2 signs @ 6 weeks)										
Survey Equip Rental (Seller Inst.)										
Total Direct Non-Salary Cost										\$1,289.50
TOTAL:										\$39,625.99
USE AS FEE										\$39,700



Environmental Services Fee

PROJECT:	Multimodal Improvements 17th St. in Bloomington - Monroe St. to Grant St.	INDOT Des No.:	1900402
Client Name:	City of Bloomington	Lochmueller Proj. No.:	119-0055

DESCRIPTION	Year	STAFF HOURS BY CLASSIFICATION									TOTAL	TOTAL
		Senior Project Manager	Environmental Biologist IV	Environmental Biologist III	Environmental Biologist I	Historian/Sec. 106 Specialist II	Historian/Sec. 106 Specialist I	Environmental Geologist	GIS/CAD Admin.	Admn Assistant	HOURS / TASK	SALARY COST / TASK
		Environmental										
Task 1: Project Organization/Coordination		16	0	19	1	2	0	0	0	0	38	\$5,986.42
SubTask 1a: Client/Sub Contract Coordination	2019	6	0	4	0	2	0	0	0	0	12	\$2,024.26
SubTask 1b: Identify Property Owners and Mail NOE letters	2019	0	0	1	1	0	0	0	0	0	2	\$199.04
SubTask 1c: Client Progress Reports	2019	2	0	6	0	0	0	0	0	0	8	\$1,105.52
SubTask 1d: Client/Design Coord. Meetings	2019	8	0	8	0	0	0	0	0	0	16	\$2,657.60
Task 2: NEPA Documentation		17	0	42	110	2	0	34	1	2	208	\$23,011.00
SubTask 2a: Field Inspection	2019	0	0	8	8	0	0	8	0	0	24	\$2,556.48
SubTask 2b: Red Flag Investigation	2019	2	0	6	16	0	0	4	0	0	28	\$3,007.76
SubTask 2c: Early Coordination	2019	2	0	3	8	0	0	0	1	2	16	\$1,742.08
SubTask 2d: IPaC Coordination	2019	1	0	3	6	0	0	0	0	0	10	\$1,085.32
SubTask 2e: Section 4(f) / 6(f) Documentation	2019	2	0	4	8	0	0	0	0	0	14	\$1,595.04
SubTask 2f: Karst Review	2019	4	0	0	0	0	0	20	0	0	24	\$3,298.08
SubTask 2g: CE-3 Documentation	2020	6	0	18	64	2	0	2	0	0	92	\$9,726.24
Task 3: Section 106 Consultation & Documentation		7	0	0	0	46	87	0	2	3	145	\$15,884.32
SubTask 3a: Consulting Party Early Coordination	2019	1	0	0	0	2	6	0	0	1	10	\$1,090.88
SubTask 3b: APE Delineation & Field Inspection	2019	0	0	0	0	10	14	0	0	0	24	\$2,543.86
SubTask 3c: Historic Properties Short Report	2019	4	0	0	0	18	46	0	1	1	70	\$7,567.92
SubTask 3d: Archaeological Investigations	2019	0	0	0	0	4	0	0	0	0	4	\$503.24
SubTask 3e: Effects Finding Preparation (NHPA)	2020	2	0	0	0	12	21	0	1	1	37	\$4,178.42
SUBTOTAL: Environmental		40	0	61	111	50		34	3	5	391	\$44,881.74
	ECI											
2019 Hourly Rate		\$221.92	\$152.12	\$110.28	\$88.76	\$125.81	\$91.84	\$120.52	\$124.72	\$66.30		
2020 Hourly Rate	2.9%	\$221.92	\$156.53	\$113.48	\$91.33	\$129.46	\$94.50	\$124.02	\$128.34	\$68.22		
2021 Hourly Rate	2.9%	\$221.92	\$161.07	\$116.77	\$93.98	\$133.21	\$97.24	\$127.62	\$132.06	\$70.20		
2022 Hourly Rate	2.9%	\$221.92	\$165.74	\$120.16	\$96.71	\$137.07	\$100.06	\$131.32	\$135.89	\$72.24		
2023 Hourly Rate	2.9%	\$221.92	\$170.55	\$123.64	\$99.51	\$141.05	\$102.96	\$135.13	\$139.83	\$74.33		
2024 Hourly Rate	2.9%	\$221.92	\$175.50	\$127.23	\$102.40	\$145.14	\$105.95	\$139.05	\$143.89	\$76.49		
SUBTOTAL Labor Cost												\$44,881.74

DIRECT EXPENSES - Lochgroup												
Direct Expenses Cost	Trips	Unit Cost	Quantity									
Mileage	3	\$ 0.38	170									\$193.80
Lodging	0	\$ 94.00	0									\$0.00
Per Diem	0	\$ 26.00	0									\$0.00
Mailing / Printing												\$100.00
Section 106 Public Notice												\$125.00
Archaeological Investigations (Cultural Resource Analyst)												\$2,450.00
Archaeological Site Recording & Processing	1	site	\$ 1,500.00									\$1,500.00
SUBTOTAL Direct Non-Salary Cost												\$4,368.80
TOTAL:												\$49,250.54
USE AS FEE												\$49,300.00



Public Involvement

PROJECT:		17th Street Multimodal Improvements							INDOT Des No.:		1900402	
Client Name:		City of Bloomington							Lochmueller Proj. No.:		119-0055	
	Year	STAFF HOURS BY CLASSIFICATION								TOTAL HOURS	TOTAL DOLLARS	
		Public Involvement Public Manager	Project Eng IV	Project Eng III	Eng Designer IV	Eng Designer III	Right of Way Specialist	Environmental Engineer II	Admin Assistant	/ TASK	/ TASK	
Public Involvement												
Prepare for and Attend Public Meeting (&Hearing)	2020	6		8				8	6		28	\$4,678.54
Prepare Graphic Displays for Public Meeting (& Hearing)	2020			4		24					28	\$3,423.24
											0	\$0.00
Prepare Legal Advertisement/Send out Notices	2020			2						4	6	\$563.94
Prepare Presentation for Public Hearing	2020	2		4							6	\$1,025.96
Transcribe Hearing	2020			2					4		6	\$563.94
Prepare Hearing Responses w/LPA	2020			4							4	\$582.12
Submit for Hearing Certification	2020			2					2		4	\$570.92
											0	\$0.00
Attend Individual Property Owners Meetings (2)	2020			12				12			24	\$3,761.16
											0	\$0.00
Subtotal: Public Involvement		8	0	38	0	24	20	8	8		106	\$15,169.82
TOTAL		8	0	38	0	24	20	8	8		106	\$15,169.82
2019 Hourly Rate		\$221.92	\$186.28	\$141.43	\$129.12	\$115.04	\$163.17	\$135.99	\$66.30			
2020 Hourly Rate	2.90%	\$221.92	\$191.68	\$145.53	\$132.86	\$118.38	\$167.90	\$139.93	\$68.22			
2021 Hourly Rate	2.90%	\$221.92	\$197.24	\$149.75	\$136.71	\$121.81	\$172.77	\$143.99	\$70.20			
2022 Hourly Rate	2.90%	\$221.92	\$202.96	\$154.09	\$140.67	\$125.34	\$177.78	\$148.17	\$72.24			
2023 Hourly Rate	2.90%	\$221.92	\$208.85	\$158.56	\$144.75	\$128.97	\$182.94	\$152.47	\$74.33			
2024 Hourly Rate	2.90%	\$221.92	\$214.91	\$163.16	\$148.95	\$132.71	\$188.25	\$156.89	\$76.49			
Total Labor Cost												\$15,169.82
DIRECT EXPENSES - Lochgroup												
Direct Expenses Cost	Trips	Unit Cost	Units	Quantity								
Mileage	3	\$ 0.38	Miles	240								\$273.60
Mileage (On-Site)	0	\$ 0.38	Miles	0								\$0.00
Lodging		\$ 90.00	Night	0								\$0.00
Per Diem		\$ 26.00	Day	0								\$0.00
Total Direct Cost												\$273.60
TOTAL :												\$15,500.00



Waterway Identification / Permitting

PROJECT:	17th Street Multimodal Improvements from Monroe St to Grant St					INDOT Des No.:		1900402		
Client Name:	City of Bloomington					Lochmueller Proj. No.:		119-0055		
DESCRIPTION	Year	STAFF HOURS BY CLASSIFICATION							TOTAL	TOTAL
		Senior PM	Env. Biologist 4	Env. Biologist 3	Env. Tech II	Historian/106 Specialist II	Historian/Sec 106 Specialist I	Admin Assisstant	HOURS / TASK	SALARY COST / TASK
Permitting										
Task: Project Management	2021	4	0	0	0	0	0	2	6	\$1,028.08
Task: Rule 5 Permit	2021	4	0	40	0	0	0	2	46	\$5,698.88
										\$0.00
										\$0.00
										\$0.00
SUBTOTAL: Permitting		8	0	40	0	0	0	4	52	\$6,726.96
	ECI									
2019 Hourly Rate		\$221.92	\$152.12	\$110.28	\$0.00	\$125.81	\$91.84	\$66.30		
2020 Hourly Rate	2.9%	\$221.92	\$156.53	\$113.48	\$0.00	\$129.46	\$94.50	\$68.22		
2021 Hourly Rate	2.9%	\$221.92	\$161.07	\$116.77	\$0.00	\$133.21	\$97.24	\$70.20		
2022 Hourly Rate	2.9%	\$228.36	\$165.74	\$120.16	\$0.00	\$137.07	\$100.06	\$72.24		
2023 Hourly Rate	2.9%	\$234.98	\$170.55	\$123.64	\$0.00	\$141.05	\$102.96	\$74.33		
2024 Hourly Rate	2.9%	\$241.79	\$175.50	\$127.23	\$0.00	\$145.14	\$105.95	\$76.49		
SUBTOTAL Labor Cost										\$6,726.96
DIRECT EXPENSES - Lochgroup										
Direct Expenses Cost	Trips	Unit Cost	Units	Quantity						
Mileage	1	\$ 0.38	Miles	240						\$91.20
Mileage (On-Site)	0	\$ 0.38	Miles	0						\$0.00
Rule 5 Advertisement Fee		\$ 100.00	Ad Fee	1						\$100.00
Rule 5 Permit Fee		\$ 100.00	App Fee	1						\$100.00
SUBTOTAL Direct Non-Salary Cost										\$291.20
TOTAL:										\$7,018.16
USE AS FEE										\$7,100.00

* This task only includes In-Lieu Fee Mitigation if necessary



Roadway Design and Plans

PROJECT:		17th Street Multimodal Improvements							INDOT Des No.:		1900402	
Client Name:		City of Bloomington							Lochmueller Proj. No.:		119-0055	
	Year	STAFF HOURS BY CLASSIFICATION								TOTAL HOURS	TOTAL DOLLARS	
		Senior Project Manager	Project Eng IV	Project Eng III	Project Eng II	Project Eng I	Eng Designer IV	Eng Designer III	Chief of Designers	Admin Assistant	/ TASK	/ TASK
Preliminary Plans												
DCOMP Design Criteria/Site Visit/Pavement Design	2020			8		8					16	\$1,918.80
DCOMP Abbr Eng Report	2020			4		4					8	\$959.40
DCOMP Submittal & Forms	2020			8						2	18	\$2,247.72
DCOMP Curb Ramp Compliance Submittal	2020	2		8							18	\$2,555.12
APC Alignments/Profiles	2020	2		8							26	\$3,502.16
APC Base Drawing	2020			8							24	\$3,058.32
APC Assemblies & Corridor	2020			8			8				56	\$6,962.32
APC Storm/Sanitary Pipe Network	2020			4		16					36	\$3,985.32
APC Utility Network	2020			2							18	\$2,185.14
APC Retaining Walls	2020			4							12	\$1,529.16
APC Approaches & Drives	2020			8							32	\$4,005.36
APC Const Limits/R/W	2020			8							24	\$3,058.32
HYD Hydraulics/Hydrology	2020			40		80					120	\$13,366.80
GEN Title Sheet & Index Sheet	2020										4	\$473.52
GEN Typical Cross Sections	2020			4				4			16	\$2,060.60
GEN Geometric Ties/Ref Pts/Bench Marks	2020										4	\$473.52
GEN Plat No 1	2020										4	\$473.52
GEN Str Data Table	2020			4							12	\$1,529.16
GEN Approach Table	2020			2							6	\$764.58
PP Plan & Profile Existing Topo	2020			2				4			22	\$2,716.58
PP Plan & Profile Design/Label	2020			2				4			22	\$2,716.58
MOT Maintenance of Traffic	2020	4		4							24	\$3,363.88
DTLS Construction Details	2020			8							32	\$4,005.36
DTLS Curb Ramp Details	2020	4		40							124	\$16,179.28
DTLS Retaining Wall Details	2020			8				4			20	\$2,642.72
XSEC X-Section Templates	2020			4				4			24	\$3,007.64
XSEC X-Section Drive/Approach/Pipe/Str	2020			8				4			52	\$6,430.88
QCQA QC/QA	2020	8		12					8		28	\$4,697.64
QTY Quantities/Cost Est	2020			8		8					32	\$3,812.88
SUBTOTAL: Preliminary Plans		20	0	224	0	116	32	432	8	2	834	\$104,682.28



Roadway Design and Plans

PROJECT: 17th Street Multimodal Improvements INDOT Des No.: 1900402
 Client Name: City of Bloomington Lochmueller Proj. No.: 119-0055

	Year	STAFF HOURS BY CLASSIFICATION								Chief of Designers	Admin Assistant	TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
		Senior Project Manager	Project Eng IV	Project Eng III	Project Eng II	Project Eng I	Eng Designer IV	Eng Designer III					
Stage 3 Plans													
DCOMP Reports Geotechnical	2023	2		4								6	\$1,078.08
DCOMP Commitments Report	2023			4								4	\$634.24
DCOMP Unique/Recurring Special Provisions	2023	2		8								10	\$1,712.32
DCOMP Design Documentation	2023			8		4		16				28	\$3,743.08
DCOMP Submittal & Forms	2023			8		8		8		2		26	\$3,271.06
APC Alignments/Profiles	2023			8			4	8				20	\$2,879.24
APC Base Drawing	2023			4				4				8	\$1,150.12
APC Assemblies & Corridor	2023			2			2	8				12	\$1,638.38
APC Storm/Sanitary Pipe Network	2023			2		4		4				10	\$1,244.08
APC Utility Network	2023					4		4				8	\$926.96
APC Retaining Walls	2023			4				4				8	\$1,150.12
APC Approaches & Drives	2023			2				4				6	\$833.00
APC Const Limits/R/W	2023			4				4				8	\$1,150.12
HYD Hydraulics/Hydrology	2023			8			16					24	\$2,912.80
GEN Title Sheet & Index Sheet	2023								2			2	\$257.94
GEN Typical Cross Sections	2023			4					4			8	\$1,150.12
GEN Geometric Ties/Ref Pts/Bench Marks	2023								2			2	\$257.94
GEN Plat No 1	2023								2			2	\$257.94
GEN Str Data Table	2023			4				8				12	\$1,666.00
GEN Approach Table	2023			4				8				12	\$1,666.00
GEN Pipe Material Table	2023			2				4				6	\$833.00
GEN Misc Tables	2023			2				4				6	\$833.00
GENTemp Erosion Control Plans/Table	2023			8				40				48	\$6,427.28
PP Plan & Profile Existing Topo	2023								2			2	\$257.94
PP Plan & Profile Design/Label	2023			4				8				12	\$1,666.00
MOT Maintenance of Traffic	2023	4		16				40				60	\$8,583.44
DTLS Construction Details	2023			4				24				28	\$3,729.52
DTLS Intersection/Spot Details	2023	2		16				4	32			54	\$7,686.84
DTLS Curb Ramp Details	2023	4		8					40			52	\$7,314.96
DTLS Retaining Wall Details	2023	4		12					24			40	\$5,885.68
DTLS Misc Details	2023			8				16				24	\$3,332.00
DTLS Special Drainage Details	2023			8				8				16	\$2,300.24
SGNMRK Sign/Pav Marking Sheets Details	2023			4				16				20	\$2,697.76
SGNMRK Sign/Pav Marking Tables	2023			4				16				20	\$2,697.76
SGNMRK Sign Details	2023			4				8				12	\$1,666.00
XSEC X-Section Templates	2023			4				4	48			56	\$7,403.80
XSEC X-Section Drive/Approach/Pipe/Str	2023			4				4	48			56	\$7,403.80
QCQA QC/QA	2023	8		12						8		28	\$4,959.28
QTY Quantities/Cost Est	2023			8		12		12				32	\$4,049.36
SUBTOTAL:Stage 3 Plans		26	0	206	0	48	18	480	8	2		788	\$109,307.20



Roadway Design and Plans

PROJECT: 17th Street Multimodal Improvements **INDOT Des No.:** 1900402
Client Name: City of Bloomington **Lochmueller Proj. No.:** 119-0055

	Year	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
		Senior Project Manager	Project Eng IV	Project Eng III	Project Eng II	Project Eng I	Eng Designer IV	Eng Designer III	Chief of Designers	Admin Assistant		
Final Tracings												
REV Review & Revisions	2023			8			4	24			36	\$4,942.76
DCOMP Commitments Report	2023			4							4	\$634.24
DCOMP Unique/Recurring Special Provisions	2023			8							8	\$1,268.48
DCOMP Design Documentation	2023			8				4			12	\$1,784.36
DCOMP Submittal & Forms	2023			8				4			12	\$1,784.36
QCQA QC/QA	2023	8		8					4		20	\$3,684.44
QTY Quantities/Cost Est	2023			4		8		8			20	\$2,488.16
Subtotal: Final Tracings		8	0	48	0	8	4	40	4	0	112	\$16,586.80
TOTAL		54	0	478	0	172	54	952	20	4	1734	\$230,576.28
2019 Hourly Rate		\$221.92	\$186.28	\$141.43	\$108.15	\$91.66	\$129.12	\$115.04	\$142.85	\$66.30		
2020 Hourly Rate	2.90%	\$221.92	\$191.68	\$145.53	\$111.29	\$94.32	\$132.86	\$118.38	\$146.99	\$68.22		
2021 Hourly Rate	2.90%	\$221.92	\$197.24	\$149.75	\$114.52	\$97.06	\$136.71	\$121.81	\$151.25	\$70.20		
2022 Hourly Rate	2.90%	\$221.92	\$202.96	\$154.09	\$117.84	\$99.87	\$140.67	\$125.34	\$155.64	\$72.24		
2023 Hourly Rate	2.90%	\$221.92	\$208.85	\$158.56	\$121.26	\$102.77	\$144.75	\$128.97	\$160.15	\$74.33		
2024 Hourly Rate	2.90%	\$221.92	\$214.91	\$163.16	\$124.78	\$105.75	\$148.95	\$132.71	\$164.79	\$76.49		
Total Labor Cost												\$230,576.28

DIRECT EXPENSES - Lochgroup

Direct Expenses Cost	Trips	Unit Cost	Units	Quantity						
Mileage	2	\$ 0.38	Miles	240						\$182.40
Mileage (On-Site)	0	\$ 0.38	Miles	0						\$0.00
Lodging		\$ 90.00	Night	0						\$0.00
Per Diem		\$ 26.00	Day	0						\$0.00

Total Direct Cost \$182.40

TOTAL : \$230,800.00



Traffic Services

PROJECT: 17th Street Multimodal Improvements
 CLIENT NAME: City of Bloomington
 INDOT Des No.: 1900402
 Lochmueller Proj. No.: 119-0055

TASK DESCRIPTION	Year	STAFF HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS / TASK		
		Senior Project Manager	Senior Project Eng	Project Eng IV	Project Eng III	Project Eng II	Project Eng I	Transportation Planner	Eng Designer III	Eng Designer II	Eng Designer I	Admin Assistant				
Travel and field visit to check base sheet	2019				8										8	\$1,131.44
Utility Coord	2020				4										4	\$582.12
Preliminary Plans (Kinsler)	2020			2	4										6	\$965.48
Coord w/ Roadway on Curb Ramps & APS	2020				8										8	\$1,164.24
Preliminary Plans (College & Walnut Ints)	2020			2	8										10	\$1,547.60
Coord with Struct. Eng/Geotech - Foundations	2020				2										2	\$291.06
Preliminary Cost Estimate	2020			2	4										6	\$965.48
Final Plans (Kinsler)	2023			2	16										18	\$2,954.66
Final Plans (College & Walnut Ints)	2023			2	8										10	\$1,686.18
Final Cost Estimate	2023			2	4										6	\$1,051.94
Project Specs and SP's (include Fed/State items)	2023			2	8										10	\$1,686.18
Meetings with City (1-Prelim & 1-Final Design)	2023			2	16										18	\$2,954.66
Project Management & QA/QC	2023			4	4										8	\$1,469.64
															0	\$0.00
															0	\$0.00
TOTAL		0	0	20	94	0	0	0	0	0	0	0	0	0	114	\$18,450.68
2019 Hourly Rate		\$0.00	\$0.00	\$186.28	\$141.43	\$108.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
2020 Hourly Rate	2.90%	\$0.00	\$0.00	\$191.68	\$145.53	\$111.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
2021 Hourly Rate	2.90%	\$0.00	\$0.00	\$197.24	\$149.75	\$114.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
2022 Hourly Rate	2.90%	\$0.00	\$0.00	\$202.96	\$154.09	\$117.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
2023 Hourly Rate	2.90%	\$0.00	\$0.00	\$208.85	\$158.56	\$121.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
2024 Hourly Rate	2.90%	\$0.00	\$0.00	\$214.91	\$163.16	\$124.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Total Labor Cost																\$18,450.68
DIRECT EXPENSES - Lochgroup																
	Trips	Unit Cost	Units	Quantity												
Mileage	2	\$ 0.38	Miles	240												\$182.40
Mileage (On-Site)	0	\$ 0.38	Miles	0												\$0.00
Lodging		\$ 94.00	Night	0												\$0.00
Per Diem		\$ 26.00	Day	0												\$0.00
Total Direct Cost																\$182.40
TOTAL :																\$18,700.00



Project Management

PROJECT: 17th Street Multimodal Improvements INDOT Des No.: 1900402
 Client Name: City of Bloomington Lochmueller Proj. No.: 119-0055

Project Management	Year	STAFF HOURS BY CLASSIFICATION										Chief of Designers	Admin Assistant	TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
		Senior Project Manager	Project Eng IV	Project Eng III	Project Eng II	Project Eng I	Eng Designer IV	Eng Designer III	Eng Designer II	Eng Designer I						
PM01 Client Meetings, Progress Reports, Quarterly Reports	2019		4	12											16	\$2,442.28
PM02 Project Coordination and Administration	2019			6											6	\$848.58
															0	\$0.00
PM01 Client Meetings, Progress Reports, Quarterly Reports	2020		6	16											22	\$3,478.56
PM02 Project Coordination and Administration	2020			8											8	\$1,164.24
															0	\$0.00
PM01 Client Meetings, Progress Reports, Quarterly Reports	2021		6	16											22	\$3,579.44
PM02 Project Coordination and Administration	2021			8											8	\$1,198.00
															0	\$0.00
PM01 Client Meetings, Progress Reports, Quarterly Reports	2022		2	4											6	\$1,022.28
PM02 Project Coordination and Administration	2022			4											4	\$616.36
SUBTOTAL: Preliminary Plans			0	18	74	0	0	0	0	0	0	0	0	0	92	\$14,349.74
TOTAL			0	18	74	0	0	0	0	0	0	0	0	0	92	\$14,349.74
2019 Hourly Rate		\$221.92	\$186.28	\$141.43	\$108.15	\$91.66	\$129.12	\$115.04	\$100.63	\$91.37	\$142.85	\$66.30				
2020 Hourly Rate	2.90%	\$221.92	\$191.68	\$145.53	\$111.29	\$94.32	\$132.86	\$118.38	\$103.55	\$94.02	\$146.99	\$68.22				
2021 Hourly Rate	2.90%	\$221.92	\$197.24	\$149.75	\$114.52	\$97.06	\$136.71	\$121.81	\$106.55	\$96.75	\$151.25	\$70.20				
2022 Hourly Rate	2.90%	\$221.92	\$202.96	\$154.09	\$117.84	\$99.87	\$140.67	\$125.34	\$109.64	\$99.56	\$155.64	\$72.24				
2023 Hourly Rate	2.90%	\$221.92	\$208.85	\$158.56	\$121.26	\$102.77	\$144.75	\$128.97	\$112.82	\$102.45	\$160.15	\$74.33				
2024 Hourly Rate	2.90%	\$221.92	\$214.91	\$163.16	\$124.78	\$105.75	\$148.95	\$132.71	\$116.09	\$105.42	\$164.79	\$76.49				
Total Labor Cost																\$14,349.74

DIRECT EXPENSES - Lochgroup															
Direct Expenses Cost	Trips	Unit Cost	Units	Quantity											
Mileage	4	\$ 0.38	Miles	226											\$343.52
Mileage (On-Site)	0	\$ 0.38	Miles	0											\$0.00
Lodging		\$ 90.00	Night	0											\$0.00
Per Diem		\$ 26.00	Day	0											\$0.00
Total Direct Cost															\$343.52
TOTAL :															\$14,700.00



Utility Coordination

PROJECT:	Multimodal Improvements on 17th Street	INDOT Des No.:	1900402
Client Name:	City of Bloomington	Lochmueller Proj. No.:	119-0055

DESCRIPTION	Year	STAFF HOURS BY CLASSIFICATION							TOTAL	TOTAL
		Chief Hwy Design	Construction Engineer III	Project Engineer III	Project Engineer I	Engineering Designer 3	Engineering Designer 2	Manager Admin	HOURS / TASK	SALARY COST / TASK
Utility Coordination										
Utility Research	2019			8					8	\$1,131.44
Initial Notice	2019			4					4	\$565.72
Verification of Existing Facilities	2020			8			4		12	\$1,578.44
Attend Preliminary Field Check	2020			8					8	\$1,164.24
Conflict Analysis	2020			12			4		16	\$2,160.56
Work Plan Development	2020			40	8		4		52	\$6,989.96
Reimbursable Agreements	2020			8					8	\$1,164.24
Miscellaneous Utility Coordination	2021			16	8				24	\$3,172.48
Utility Certification & Special Provisions	2021			12					12	\$1,797.00
									0	\$0.00
SUBTOTAL: Utility Coordination		0	0	116	16	0	12	0	144	\$19,724.08
2019 Hourly Rate		\$0.00	\$147.63	\$141.43	\$91.66	\$0.00	\$100.63	\$0.00		
2020 Hourly Rate	2.9%	\$0.00	\$151.91	\$145.53	\$94.32	\$0.00	\$103.55	\$0.00		
2021 Hourly Rate	2.9%	\$0.00	\$156.32	\$149.75	\$97.06	\$0.00	\$106.55	\$0.00		
2022 Hourly Rate	2.9%	\$0.00	\$160.85	\$154.09	\$99.87	\$0.00	\$109.64	\$0.00		
2023 Hourly Rate	2.9%	\$0.00	\$165.51	\$158.56	\$102.77	\$0.00	\$112.82	\$0.00		
2024 Hourly Rate	2.9%	\$0.00	\$170.31	\$163.16	\$105.75	\$0.00	\$116.09	\$0.00		
SUBTOTAL Labor Cost										\$19,724.08

DIRECT EXPENSES - Lochgroup										
Direct Expenses Cost	Trips	Unit Cost	Units	Quantity						
Mileage	2	\$ 0.38	Miles	240						\$182.40
Mileage (On-Site)	0	\$ 0.38	Miles	0						\$0.00
Lodging		\$ 90.00	Night	0						\$0.00
SUBTOTAL Direct Non-Salary Cost										\$182.40
TOTAL:										\$19,906.48
USE AS FEE										\$20,000

Blood Hound
750 Patricks Place
Brownsburg, IN 46112



ESTIMATE

Created Date 6/28/2019
Estimate Number 48640
District CIN

Customer	Lochmueller Group	Name	Mark Riehle
Billing Phone	(812) 479-6200	Phone	(812) 479-6200
Billing Address	6200 Vogel Road Evansville, IN 47715 US	Email	mriehle2@lochgroup.com
Job Site Location	City of Bloomington, 17th Street and Monroe Street, Bloomington, Indiana, 47404		

Product	Quantity	Sales Price	Total Price
SUE Locating/Test Holes(unit)-A	15.00	\$600.00	\$9,000.00
SUE Maint of Traff 4 (unit)	4.00	\$1,400.00	\$5,600.00
SUE Mobilization (Traffic Maint	3.00	\$115.00	\$345.00
SUE Mobilization (Vac)	3.00	\$200.00	\$600.00
SUE Per Diem	5.00	\$150.00	\$750.00
Grand Total			\$16,295.00

Scope of Work

BHUG SOW

CURRENT ESTIMATE IS FOR QL-A (Potholing) of utilities along the north side of 17th Street as indicated by client only. Client has requested a per hole estimate for up to fifteen (15) holes.

Client will be required to meet on site and help to assign all hole locations prior to Vacuum Excavation. Any holes in paved areas will be backfilled with native spoils and capped with cold patch.

Customer has requested an estimate based on the following scope of work:

- Client has a separate estimate for QL-B.
- Client wants an estimate to perform fifteen (15) test holes.
 - Due to unknowns, estimate assumes a minimum of four (4) holes per day and is based on up to four days.
- If the scope is able to be completed in fewer days, then client will be able to save on days listed of traffic control, per diems, etc... Based on locations, any holes in paved areas and require saw-cutting and Cold Patch. All holes will be backfilled with Native Spoils and compacted in 6" Lifts.
- Traffic Control is included on Estimate, and includes two (2) flaggers.
- Estimate will cover down to a depth of 8' and up to a width of 12".

Phone #: 888-858-9830

Fax #: 888-858-9829

Email: BHI@bhug.com

Website: bhug.com

Blood Hound
750 Patricks Place
Brownsburg, IN 46112



ESTIMATE

Created Date 6/28/2019
Estimate Number 48640
District CIN

- If facility is deeper than 8', an additional \$50.00 per foot will be added to the invoice.
- Client believes that NO holes will go deeper than 8 feet.
- Excavation will go to the TOP of the facility only. Does not include excavating larger holes for the sides or bottom.
- Cavities will be refilled with dry, native spoils (compacted in 6" lifts), and any holes in paved areas would be capped with Cold Patch.
- Estimate does NOT include any final restoration such as hot mix asphalt or concrete patches.
- Estimate does NOT include any surveying in of the potholes are performed.
- Client will be responsible for any surveying.
- Current Estimate INCLUDES Traffic Control due to the locations so that utilities can be located in the roadway with traffic congestion.
- Client can remove traffic control if they would like to provide this service themselves.
- Estimate DOES NOT include any permitting. Client is responsible for permitting. A site sketch will be provided, as well as photos.
- Client IS responsible for all surveying, permitting, and MOT plans.

Blood Hound will use electromagnetic (EM) and ground-penetrating-radar (GPR) equipment to locate private underground utilities at site indicated by client. All findings will be marked according to APWA standard. Customer is responsible for calling 811 for locates of any public utilities. If the scope of work should change or is different than that listed on estimate, please call our office for a revised estimate. Unless expressly noted, Vacuum Excavation estimates do not include any of the following services: Permitting, Traffic Control, Restoration, Special Restoration, Special Backfill or Waste Disposal. If you need any of those services please call our office for a revised estimate. Blood Hound is not responsible for the condition of the pipes or structures before or after jetting/clearing service is performed. Unsatisfactory conditions could be present within the structure and any services may bring those deficiencies to light. In the event of inclement weather, if the client still requests for crew to arrive on site, then the client will be responsible for minimum charges even if no work is performed.

****Payment is due at the time of service, unless you already have an account with us. If you do have an account with us, payment terms are Net 30 days, unless otherwise stated in a pre-approved contract. To learn more, please call the office at 888-858-9830.**

****PRICE MAY VARY BASED ON ACTUAL TIME ON SITE. The above pricing is based only on the information supplied by the customer. If a site walkthrough has not been conducted, this may affect the price.**

WE LOOK FORWARD TO WORKING WITH YOU!

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
<u>GEOTECHNICAL FIELD</u>				
1. Mobilization and Field Coordination				
a. SPT Rig	1	ea	\$270.00	\$270.00
b. CPT		ea	\$450.00	\$0.00
c. Field and utility coordination	1	LS	\$400.00	\$400.00
d. Field coordination with property owners				
i. 1 - 10		LS	\$320.00	\$0.00
ii. 11 - 25	1	LS	\$510.00	\$510.00
iii. Over 25		LS	\$710.00	\$0.00
e. Mileage	140	mi	\$3.50	\$490.00
2. Truck mounted borings with split-spoon sampling				
a. Standard	170	ft	\$19.00	\$3,990.00
b. Night time		ft	\$22.42	\$0.00
3. Truck mounted borings with drilling fluid				
a. Standard		ft	\$19.00	\$0.00
b. Night time		ft	\$22.42	\$0.00
4. Truck mounted core drilling				
a. Standard	210	ft	\$39.00	\$8,190.00
b. Night time		ft	\$46.00	\$0.00
5. Truck mounted borings				
a. Truck mounted borings through bedrock or boulders or concrete pavement				
i. Standard		ft	\$39.00	\$0.00
ii. Night time		ft	\$46.02	\$0.00
b. Bridge deck coring and restoration				
i. Standard		ea	\$350.00	\$0.00
ii. Night time		ea	\$413.00	\$0.00
6. Cone penetrometer testing				
a. Set up				
i. Standard		ea	\$80.00	\$0.00
ii. Night time		ea	\$94.40	\$0.00
b. Subsurface profiling				
i. Standard		ft	\$12.25	\$0.00
ii. Night time		ft	\$14.46	\$0.00
c. Profiling with pore pressure measurement				
i. Piezometric Saturation				
a. Standard		ea	\$93.00	\$0.00
b. Night time		ea	\$109.74	\$0.00
ii. Penetration				
a. Standard		ft	\$14.50	\$0.00
b. Night time		ft	\$17.11	\$0.00
iii. Pore water dissipation test				
a. Standard		hr	\$190.00	\$0.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
b. Night time		hr	\$224.20	\$0.00
iv. Hydraulic conductivity and consolidation				
a. Standard		ea	\$75.00	\$0.00
b. Night time		ea	\$88.50	\$0.00
d. Profiling with Shear wave Velocity Measurement				
i. Standard		ft	\$15.75	\$0.00
ii. Night time		ft	\$18.59	\$0.00
e. Sample				
i. Standard		ea	\$24.00	\$0.00
ii. Night time		ea	\$28.32	\$0.00
7. Hand or truck soundings				
a. Standard	30	ft	\$12.50	\$375.00
b. Night time		ft	\$14.75	\$0.00
8. Hand auger drilling				
a. Standard		ft	\$13.00	\$0.00
b. Night time		ft	\$15.34	\$0.00
9. Skid mounted borings with split-spoon sampling				
a. Standard		ft	\$30.00	\$0.00
b. Night time		ft	\$35.40	\$0.00
10. Skid mounted borings using drilling fluid				
a. Standard		ft	\$30.00	\$0.00
b. Night time		ft	\$35.40	\$0.00
11. Skid mounted core drilling				
a. Standard		ft	\$43.00	\$0.00
b. Night time		ft	\$50.74	\$0.00
12. Skid mounted boring through bedrock or boulders				
a. Standard		ft	\$45.00	\$0.00
b. Night time		ft	\$53.10	\$0.00
13. Skid mounted soundings				
a. Standard		ft	\$17.50	\$0.00
b. Night time		ft	\$20.65	\$0.00
14. Skid Mounted Cone Penetrometer Testing (CPT)				
a. Set up				
i. Standard		ea	\$115.00	\$0.00
ii. Night time		ea	\$135.70	\$0.00
b. Subsurface profiling				
i. Standard		ft	\$17.75	\$0.00
ii. Night time		ft	\$20.95	\$0.00
c. Profiling with pore pressure measurement				
i. Piezometric Saturation				
a. Standard		ea	\$110.00	\$0.00
b. Night time		ea	\$129.80	\$0.00
ii. Penetration				

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
a. Standard		ft	\$20.50	\$0.00
b. Night time		ft	\$24.19	\$0.00
iii. Pore Water Dissipation Test				
a. Standard		hr	\$220.00	\$0.00
b. Night time		hr	\$259.60	\$0.00
iv. Hydraulic Conductivity and Consolidation				
a. Standard		ea	\$85.00	\$0.00
b. Night time		ea	\$100.30	\$0.00
d. Profiling with Shear wave Velocity Measurement				
i. Standard		ft	\$25.00	\$0.00
ii. Night time		ft	\$29.50	\$0.00
e. Sample				
i. Standard		ea	\$32.00	\$0.00
ii. Night time		ea	\$37.76	\$0.00
15. Furnishing of a boat		Actual Cost	1.0	\$0.00
16. Barge set-up expenses				
a. Navigable water				
i. Barge set-up		ea	\$6,000.00	\$0.00
ii. Rental of support equipment and/or boat		Actual Cost	1.0	\$0.00
iii. Drill rig down time		hr	\$150.00	\$0.00
b. Non-navigable water barge set-up		ea	\$5,000.00	\$0.00
17. Additional disassembly and reassembly				
a. Navigable water		ea	\$2,100.00	\$0.00
b. Non-navigable water		ea	\$1,900.00	\$0.00
18. Barge mounted borings with split spoon sampling		ft	\$33.00	\$0.00
19. Barge mounted core drilling		ft	\$45.00	\$0.00
20. Barge mounted boring through bedrock or boulders		ft	\$45.00	\$0.00
21. Barge mounted soundings		ft	\$20.00	\$0.00
22. Casing through water		ft	\$8.50	\$0.00
23. Uncased sounding through water		ft	\$5.50	\$0.00
24. Set up for borings and machine soundings				
a. Borings and machine soundings less than 20 ft deep	9	ea	\$70.00	\$630.00
b. Rock core borings		ea	\$120.00	\$0.00
25. Additional 2-in. split spoon sampling	27	ea	\$21.00	\$567.00
26. 3-in. split spoon samples		ea	\$23.00	\$0.00
27. 3-in. Shelby tube samples	1	ea	\$63.00	\$63.00
28. Bag samples				
a. 25-lb sample	1	ea	\$51.00	\$51.00
b. 5-lb sample	3	ea	\$33.00	\$99.00
29. Field vane shear test				
a. Standard		ea	\$115.00	\$0.00
b. Night time		ea	\$135.70	\$0.00
30. 4½-in. cased hole		ft	\$12.50	\$0.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
31. Installation of Geotechnical Instruments				
a. Inclinator casing installation				
i. Standard		ft	\$15.00	\$0.00
ii. Night time		ft	\$17.70	\$0.00
b. Piezometer installation up to 25 ft below surface		ea	\$270.00	\$0.00
c. Piezometer installation deeper than 25 ft below surface		ea	\$300.00	\$0.00
d. Metal protective outer cover for inclinometer and piezometer casings		ea	\$125.00	\$0.00
32. Geotechnical Engineer	15	hr	\$120.00	\$1,800.00
33. Railroad expenses		Actual Cost	1.0	\$0.00
34. Twenty-four hour water levels				
a. Field measurements per borehole				
i. Standard	3	ea	\$38.00	\$114.00
ii. Night time		ea	\$44.84	\$0.00
b. PVC slotted pipe	30	ft	\$6.00	\$180.00
35. Special borehole backfilling				
a. 0 to 30 ft				
i. SPT				
a. Standard	9	ea	\$110.00	\$990.00
b. Night time		ea	\$129.80	\$0.00
ii. CPT				
a. Standard		ea	\$46.00	\$0.00
b. Night time		ea	\$54.28	\$0.00
b. More than 30 ft				
i. SPT				
a. Standard	0	ft	\$6.50	\$0.00
b. Night time		ft	\$7.67	\$0.00
ii. CPT				
a. Standard		ft	\$1.90	\$0.00
b. Night time		ft	\$2.24	\$0.00
c. Pavement restoration				
i. Standard	9	ea	\$60.00	\$540.00
ii. Night time		ea	\$70.80	\$0.00
36. Dozer rental		Actual Cost	1.0	\$0.00
37. Traffic control				
a. Flag crew	0	day	\$750.00	\$0.00
b. Equipment Rental and professional traffic control services	\$5,250.00	Actual Cost	1.0	\$5,250.00
c. Flag crew with equipment	0	day	\$850.00	\$0.00
d. Traffic Control Coordination with Subcontractor	1	LS	\$600.00	\$600.00
38. Centerline surveying		Actual Cost	1.0	\$0.00
		Subtotal (Geotechnical Field)		\$25,109.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
<u>GEOTECHNICAL LABORATORY</u>				
39. Sieve analysis for soils	13	ea	\$49.00	\$637.00
40. Hydrometer analysis	13	ea	\$58.00	\$754.00
41. Sieve analysis for Aggregates				
a. Analysis by Washing (AASHTO T-11)		ea	\$77.00	\$0.00
b. Analysis by Using (AASHTO T-27)		ea	\$135.00	\$0.00
42. Liquid limit	13	ea	\$39.00	\$507.00
43. Plastic limit & plasticity index	13	ea	\$28.00	\$364.00
44. Liquid Limit Ratio		ea	\$75.00	\$0.00
45. pH test	13	ea	\$15.50	\$201.50
46. Loss on Ignition Test				
a. Loss on Ignition Test (Conventional)	3	ea	\$24.00	\$72.00
b. Loss on Ignition Test (Sequential)		ea	\$52.00	\$0.00
c. Organic content based on Colorimeter		ea	\$24.00	\$0.00
47 Topsoil Tests				
a. Phosphorus tests	3	ea	\$21.00	\$63.00
b. Potassium tests	3	ea	\$21.00	\$63.00
48 Moisture Content Test				
a. Moisture Content Test (Conventional)	76	ea	\$6.75	\$513.00
b. Moisture Content Test (Microwave)		ea	\$8.20	\$0.00
49 Expansion Index of Soils		ea	\$235.00	\$0.00
50 Specific Gravity Test		ea	\$36.00	\$0.00
51 Unit weight determination	3	ea	\$17.50	\$52.50
52 Hydraulic Conductivity Test				\$0.00
a. Constant Head		ea	\$235.00	\$0.00
b. Falling Head		ea	\$285.00	\$0.00
53 Unconfined Compression Test on soils & Rocks				
a. Unconfined Compression Test (Soils)	3	ea	\$45.00	\$135.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)		ea	\$115.00	\$0.00
c. Point Load Strength Index of Rock		ea	\$43.00	\$0.00
54 Compressive Strength and Elastic Moduli of Intact Rock				\$0.00
a. Compressive Strength of Intact Rock		ea	\$110.00	\$0.00
b. Elastic Moduli of Intact Rock		ea	\$430.00	\$0.00
55 Consolidation Test		ea	\$450.00	\$0.00
56 Triaxial test				\$0.00
a. Unconsolidated - Undrained (UU)		ea	\$350.00	\$0.00
b. Consolidated - Undrained (CU)		ea	\$520.00	\$0.00
c. Consolidated - Drained (CD)		ea	\$725.00	\$0.00
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation		ea	\$250.00	\$0.00
57 Direct Shear Test		ea	\$530.00	\$0.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
58				
Moisture-Density Relationship Test				
a. Standard Proctor	1	ea	\$140.00	\$140.00
b. Modified Proctor		ea	\$155.00	\$0.00
59				
Soil Support Testing				
a. California Bearing Ratio Test		ea	\$525.00	\$0.00
b. Resilient Modulus on remolded soil sample		ea	\$620.00	\$0.00
c. Resilient modulus on Shelby tube sample		ea	\$400.00	\$0.00
60				
Collapse Potential Evaluation Test				
a. Silty Soil (Loess)		ea	\$380.00	\$0.00
b. Cohesive or Expansive Soils		ea	\$450.00	\$0.00
61	10	ea	\$105.00	\$1,050.00
62		ea	\$105.00	\$0.00
63		ea	\$135.00	\$0.00
64				
Shale Durability Tests				
a. Slake Durability Index Test		ea	\$125.00	\$0.00
b. Jar Slake Test		ea	\$13.25	\$0.00
			Subtotal (Geotechnical Laboratory)	\$4,552.00
<u>GEOTECHNICAL ENGINEERING</u>				
65				\$0.00
Geotechnical report				\$0.00
a. Without soil subgrade investigation				\$0.00
i. First mile	0	LS	\$1,800.00	\$0.00
ii. Each additional mile		mi	\$750.00	\$0.00
b. With soil subgrade investigation				\$0.00
i. First mile	1	LS	\$2,000.00	\$2,000.00
ii. Each additional mile		mi	\$850.00	\$0.00
c. Soil subgrade investigation (only)				\$0.00
i. First mile		LS	\$650.00	\$0.00
ii. Each additional mile		mi	\$400.00	\$0.00
d. Soil profile Drawing				
I. First mile		LS	\$1,265.00	\$0.00
II. Each additional mile		mi	\$600.00	\$0.00
66				
a. Geotechnical Data Report for Design Build Projects				
i. First mile		LS	\$900.00	\$0.00
ii. Each additional mile		mi	\$400.00	\$0.00
b. Technical Memo				
i. First mile		LS	\$600.00	\$0.00
ii. Each additional mile		mi	\$300.00	\$0.00
67				\$0.00
Settlement analysis and recommendations for embankment				\$0.00
a. Proposed embankment		ea	\$510.00	\$0.00
b. Proposed and existing embankment		ea	\$570.00	\$0.00
68		ea	\$1,500.00	\$0.00
Ground modification design				\$0.00
69				\$0.00
Slope stability analysis				\$0.00
a. C, ϕ or C & ϕ analysis		ea	\$800.00	\$0.00
b. Corrective measures		ea	\$800.00	\$0.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
c. Stage construction corrective method		ea	\$1,400.00	\$0.00
70 Bridge foundation analysis and recommendations				\$0.00
a. Shallow foundation		ea	\$500.00	\$0.00
b. Deep foundation				\$0.00
i. Deep foundation analyses		ea	\$875.00	\$0.00
ii. Wave equation analyses		ea	\$335.00	\$0.00
iii. Liquefaction analysis		ea	\$270.00	\$0.00
iv. Group - 3D analysis		ea	\$430.00	\$0.00
c. Settlement analysis for bridge pier foundation				\$0.00
i. Bridge pier		ea	\$400.00	\$0.00
ii. Embankment plus pier		ea	\$440.00	\$0.00
iii. Embankment plus pier plus all other loads		ea	\$510.00	\$0.00
d. Foundation on bedrock		ea	\$380.00	\$0.00
71 Retaining structure analysis recommendations				\$0.00
a. Conventional retaining structures and other types such as MSE Walls and Bin walls				\$0.00
i. Shallow foundation	3	ea	\$880.00	\$2,640.00
ii. Deep foundation		ea	\$1,160.00	\$0.00
iii. Settlement analysis for retaining wall foundation	3	ea	\$380.00	\$1,140.00
b. Pile retaining structure analysis and recommendations				\$0.00
i. Free standing structure		ea	\$1,050.00	\$0.00
ii. Retaining structure with tie-back system		ea	\$1,500.00	\$0.00
c. Drilled-in-pier retaining structure analysis				\$0.00
i. Free standing structure		ea	\$1,050.00	\$0.00
ii. Retaining structure with tie-back system		ea	\$1,500.00	\$0.00
d. Soil nailing wall analysis		ea	\$1,000.00	\$0.00
72 Seepage analysis		ea	\$1,450.00	\$0.00
73 Deep dynamic compaction analysis		ea	\$1,450.00	\$0.00
			Subtotal (Geotechnical Engineering)	\$5,780.00


CONSTRUCTION INSPECTION AND MONITORING

74 Pressuremeter Testing services		day	\$1,650.00	\$0.00
75 Mobilization of testing equipment		LS	\$165.00	\$0.00
76 a. Monitoring geotechnical instrumentation		hr	\$80.00	\$0.00
b. Field Inspector		hr	\$80.00	\$0.00
77 Integrity testing		Actual Cost	1.0	\$0.00
78 Field Compaction Testing				\$0.00
a. Dynamic Cone Penetration Test (DCPT)		hr	\$80.00	\$0.00
b. Light Weight Deflectometer Test (LWD)		hr	\$80.00	\$0.00
79 Dynamic pile analysis		ea	\$1,050.00	\$0.00
80 Static load test		ea	\$1,050.00	\$0.00
81 Dynamic pile load test		Actual Cost	1.0	\$0.00
82 CAPWAP-C analysis		ea	\$550.00	\$0.00
83 Final construction inspection report		ea	\$1,000.00	\$0.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>	
Subtotal (Construction Inspection and Monitoring)				\$0.00	
<u>FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u>					
84	a. Surface test/Pier or foundation		Actual Cost	1.0	\$0.00
	b. Borehole test/Pier or foundation		Actual Cost	1.0	\$0.00
<u>GEOPHYSICAL INVESTIGATION</u>					
85	Geophysical Investigations		Actual Cost	1.0	\$0.00
<u>GEOTECHNICAL PROJECT MANAGEMENT</u>					
86	Project Management				
	a. Project Coordination	mi	\$1,650.00		\$0.00
	b. Project Website	LS	\$3,500.00		\$0.00
87	Geotechnical Review				\$0.00
	a. Structure Report	ea	\$350.00		\$0.00
	b. Roadway Report	mi	\$290.00		\$0.00
<u>PAVEMENT INVESTIGATION</u>					
1.	Mobilization of coring equipment	LS	\$210.00		\$0.00
2.	Mobilization mileage for coring equipment	mi	\$1.90		\$0.00
3.	Pavement core (partial depth)	ea	\$130.00		\$0.00
4.	Pavement core (full depth)				\$0.00
	a. Standard	5	ea	\$200.00	\$1,000.00
	b. Night time		ea	\$230.00	\$0.00
5.	Sub-base sample	5	ea	\$62.00	\$310.00
6.	Cement concrete pavement core density determination		ea	\$34.00	\$0.00
7.	Cement concrete core compressive strength test		ea	\$33.00	\$0.00
8.	Bituminous extraction test		ea	\$86.00	\$0.00
9.	Sieve analysis of extracted aggregate test		ea	\$58.00	\$0.00
10.	Recovery of asphalt from solution by Abson method		ea	\$360.00	\$0.00
11.	Theoretical maximum specific gravity test		ea	\$72.00	\$0.00
12.	Bulk specific gravity test		ea	\$32.00	\$0.00
13.	Air voids calculation		ea	\$29.00	\$0.00
14.	Core report for partial depth core		ea	\$50.00	\$0.00
15.	Core report for full depth core	5	ea	\$50.00	\$250.00
16.	Pavement analysis and report		ea	\$800.00	\$0.00
Subtotal (Pavement Investigation)					\$1,560.00

Summary of Fees

Geotechnical Field	\$25,109.00
Geotechnical Laboratory	\$4,552.00
Geotechnical Engineering	\$5,780.00
Construction Inspection and Monitoring	\$0.00
Pavement Investigation	\$1,560.00
Estimated Total	\$37,001.00

		<h1 style="text-align: center; color: white;">Right of Way Engineering</h1>				
PROJECT: Client Name:		17th Multimodal Improvements City of Bloomington		Lochmueller Proj. No.:		119-0055
R/W Engineering Servies	YEAR	NUMBER OF PARCELS	UNIT COST			TOTAL AMOUNT
Title Research	2020	55	\$400.00			\$22,000.00
						\$0.00
SUBTOTAL: Title Research						\$22,000.00
Right of Way Engineering						
R/W/ Engineering	2020	55	\$2,300.00			\$126,500.00
*Combined and/or Eliminated Parcel			\$500.00			
SUBTOTAL:Right of Way Engineering						\$126,500.00
Right of Way Staking						
R/W Staking	2020	55	\$350.00			\$19,250.00
SUBTOTAL: Right of Way Staking						\$19,250.00
APA's						
	2020	55	\$240.00			\$13,200.00
SUBTOTAL: APA's						
PROPOSED FEE						\$180,950.00



Board of Public Works Staff Report

Project/Event: Request an agreement for the encroachment of a stone retaining wall, steps, and portions of an existing building into public right of way 403 E. 3rd St.

Staff Representative: Sara Gomez

Petitioner/Representative: Adam Reedy, Kyle Bach

Date: August 6, 2019

Report: This property is located at 403 E. 3rd St., on northeast corner of E. 3rd St. and S. Grant St. The building owner is requesting an agreement with the City for an encroachment into the public right of way for the rebuilding of an existing limestone retaining wall. The encroachment also includes existing steps building into the right of way and a portion of the existing building. Among the provisions included in this encroachment agreement are provision that this encroachment will carry over to any subsequent owner of the building in its current state, but if the building should be demolished the encroachment agreement would be removed. Also included is the provision that if the City determined that the street or sidewalk should be improved and that the encroaching improvements interfere with the work the encroachment would have to be removed at the owner's expense. The wall meets all requirements according to Bloomington Municipal Code.

Recommendation: Staff recommends approval of the encroachment agreement.

Recommend **Approval** **Denial** by Sara Gomez



July 31, 2019

Board of Public Works
401 N. Morton St.
Bloomington, IN 47403

RE: Encroachment
403 E. 3rd Street
Bloomington, IN

Dear Board Members,

Below is a description of the items of encroachment which have been indicated on the attached site plan and elevation description picture as being located in the public right of way.

- Retaining Wall/Steps
The existing retaining wall along the drive at 403 E. 3rd street as well as the associated steps to the property are currently located in the right of way. These are failing and per the HAND department are in need of repair. We will be removing a section of this and replacing with a new retaining wall.

These repairs will not impact any existing city sidewalks, street, or utilities.

Please feel free to contact me if you have any questions or comments about any of the above items.

Sincerely,

Adam Reedy
Director of Construction
Ph: 317-374-6569
adamreedy@theannexgrp.com

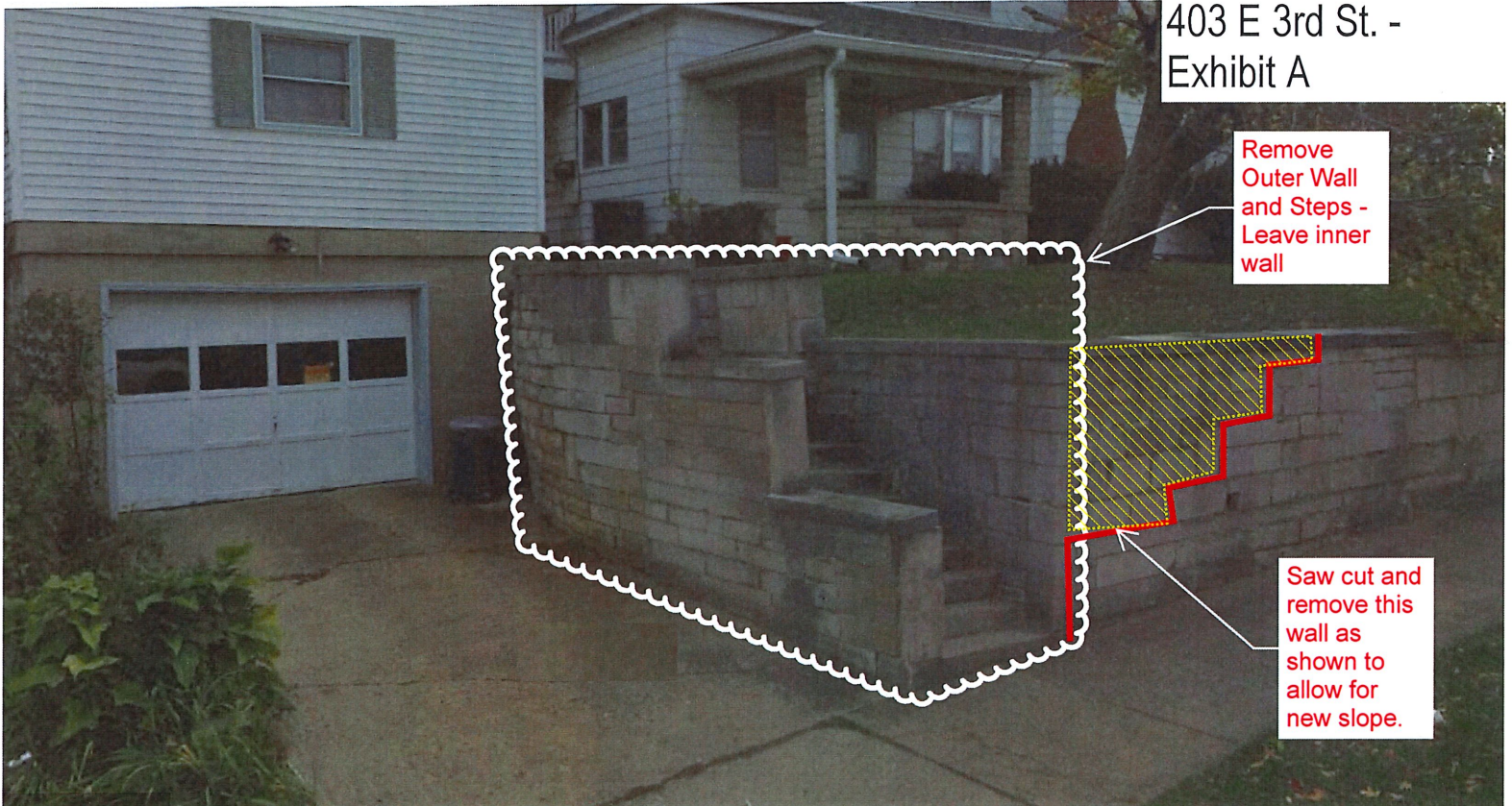


OFFICE: 409 MASSACHUSETTS AVE., SUITE 300, INDIANAPOLIS INDIANA 46204

PHONE: 317.584.8442

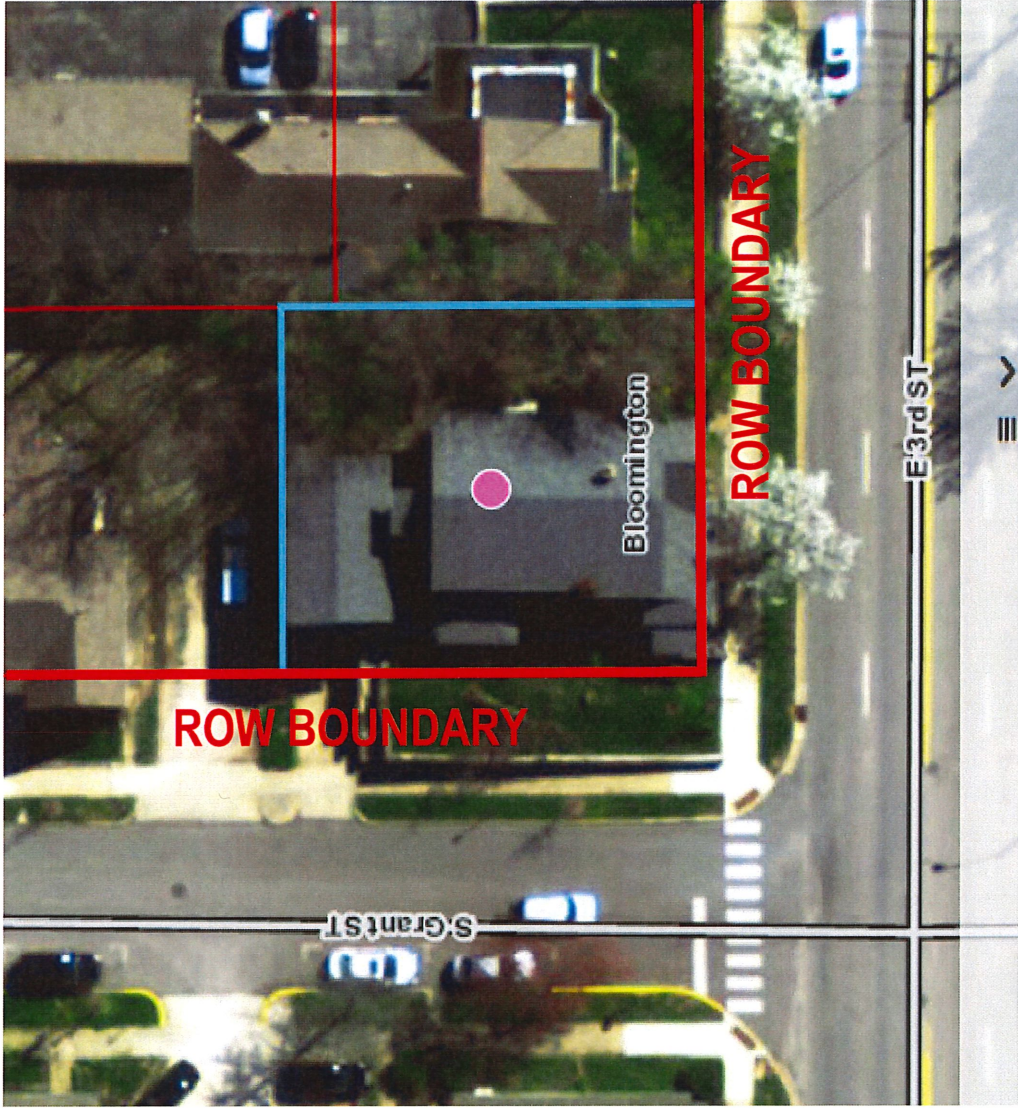
WEBSITE: WWW.THEANNEXGRP.COM

403 E 3rd St. -
Exhibit A



Remove
Outer Wall
and Steps -
Leave inner
wall

Saw cut and
remove this
wall as
shown to
allow for
new slope.



**BOARD OF PUBLIC WORKS
RESOLUTION 2019-74**

Encroachment with Retaining Wall, Stairs and Existing Building

WHEREAS, the Annex of Bloomington, LLC (hereinafter “Owner”) owns the real property at 403 E 3rd Street, which real estate is more particularly described in a deed recorded as Instrument Number 2016012824 in the Office of the Recorder of Monroe County (hereinafter “Real Estate”); and

WHEREAS, the building, stairs, and retaining wall on the Real Estate have remained in existence in its current location since construction; and

WHEREAS, a recent field inspection of the Real Estate identified that the existing building, stairs, and retaining wall encroaches onto and over the public right of way adjacent to E 3rd Street and S Grant Street owned by the City of Bloomington (“City”); and

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, a new retaining wall and stairs have been proposed to be built at this location as depicted in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the proposed fence and the existing structures do not prohibit pedestrian traffic along the right of way; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks;

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachments into the described right of way provided that:

1. Owner agrees for itself and its successor(s) in interest to release and forever discharge, hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees and assigns for any and all claims, actions, losses or injuries, including reasonable attorney’s fees, that may arise as a result of Owner’s use of the right of way. In case any claim or action is brought against the City of Bloomington or any of its officers or agents, for the failure, omission or neglect of the Owner of its successor(s) to perform any of the covenants of this Resolution, or for injury or damage caused by alleged negligence

of Owner or its agents, subcontractors, employees or successor(s), the Owner or its successor(s) shall indemnify and hold harmless the City and its officers, agents and assigns from any and all losses, damages, costs (including attorney's fees) or judgments arising out of such claim or action.

2. Owner agrees that no further structural encroachments may be made onto the right of way without first obtaining the Board of Public Works' approval for the additional encroachment.

3. Owner agrees to maintain the described encroachments and to keep them safe and attractive.

4. The Owner acknowledges that the Board may alter the terms and conditions of this Resolution to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City.

5. If at any time it is determined that the right of way should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching improvements interfere with the planned public improvements, the City shall provide notice to Owner for removal of the encroachments. The City shall provide said notice to Owner as far in advance as possible of the date the City requires access to the right of way.

6. In the event the Owner sells the Property during the term of this authorization, this authorization will continue under the original conditions and be binding on its successor. However, if current Owner or the new Owner wishes to change the encroachments in any way, they must first return to the Board of Public Works for permission to do so.

7. Notice shall be given by the City to Owner, at Owner's last known address, by United States Certified Mail or recognized national overnight delivery carrier.

8. Upon receipt of said notice and prior to the date set forth in the notice, the Owner or its successor(s) shall remove the encroachments described herein. This removal shall be performed at the Owner's expense and without compensation by the City.

9. This Resolution is not intended to relieve Owner or its successor(s) of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.

10. By executing this Resolution on behalf of the Owner, Kyle Bach, represents and certifies that he has been fully empowered to execute this Resolution and that all necessary corporate action for the execution of this Resolution has been taken and done.

11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by the Owner; and (c) the return of a copy of the

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Kyle D. Bach, Manager of Annex of Bloomington, LLC, who acknowledged the execution of the foregoing Resolution as his voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2019.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
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 instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100, Bloomington, Indiana.



Board of Public Works Staff Report

Project/Event: Request from City of Bloomington Utilities for an extension for the Road Closure on Ralston Dr between Milton Dr and Banta Ave

Staff Representative: Sara Gomez, Public Improvements Manager

Petitioner/Representative: City of Bloomington Utilities/ Phil Peden

Date: August 6th, 2019

Report: City of Bloomington Utilities is requesting an extension for the road closure on Ralston Ave between Milton Dr. and Banta Ave. This closure is in place to facilitate a sanitary sewer main placement that will supply up to 34 residents on septic systems a sanitary sewer connection option. The extension request is due to the amount of rock CBU has encountered that has slowed their progress heading west on Ralston. The road closure extension would begin August 6th, 2019 and end August 26th, 2019.

City of Bloomington Utilities has supplied maintenance of traffic plans for all work. They have also sent public notice to adjacent property owners, emergency personnel, and MCCSC about the BPW meeting and scope of their work.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to City of Bloomington Utilities for the temporary Road Closure extension on Ralston Dr.

Recommend **Approval** **Denial by**

Sara Gomez



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: RALSTON DR (Street) S. BANTA (From) S. MILTON (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: _____

Date(s) of Closure: From JULY 26th To AUGUST 26th

> 2 weeks? Yes No

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

End Time: 3:30 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: CBU

Contact Person (Printed Name): JAY RAMEY, ENG-TECH.

Contact Email: RAMEY@BLOOMINGTON.IN.GOV Contact Phone No.: 812-349-3633

Signature: Jay Ramey Date: JULY 29th 2019

For Administration Use Only

Approved By: _____ BPW Staff Director Date: _____

Staff Representative: Sara Gomez Phone#: 812-349-3576 Date: 7/30/2019



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: RALSTON DR (Street) S. BANTA (From) S. MILTON (To)

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

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- 2 or more Traffic Lanes
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- 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: _____

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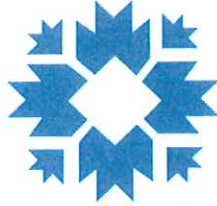
Contact Email: RAMEYA@BLOOMINGTON.IN.GOV Contact Phone No.: 812.349.3633

Signature: Jay Ramey Date: JULY 29th 2019

For Administration Use Only

Approved By: _____ BPW Staff Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



CITY OF BLOOMINGTON UTILITIES
Engineering Department

July 29, 2019

Re: Project Name: Ralston Dr. Sanitary Sewer Project
Project Location: Ralston Dr.

Dear Homeowners:

As you may be aware the City of Bloomington Utilities department been working on a Sanitary Sewer Project along Ralston Dr. in conjunction with HAND Housing and Neighborhood Development to provide sanitary sewer to residents with aging septic systems. We now have 40 possible connections to the sanitary sewer system **each homeowner must apply for connection with City of Bloomington Utilities.**

We have encountered rock in the road and are now requesting an additional road closure to local traffic only on Ralston Dr. from July 26th through August 26th. This approval will be held at the Board of Public Works meeting on Tuesday August 6th at 5:30 pm in the City Hall Council Chambers.

We apologize for the inconvenience to the residents in the area and hope to be out of Ralston Dr. soon.

Please feel free to call should you have any questions.

Sincerely,

Jay Ramey
Engineering Technician
City of Bloomington Utilities
812.349.3633

File – Document Imaging – Correspondence File –
Project Inspector – Love – Engineering Technician – J. Ramey Engineering
Contractor: CBU T&D
Email: P Peden, L Hardin, H McLaughlin, B Schroeder, S Gomez, P&T



CITY OF BLOOMINGTON UTILITIES
Engineering Department

City of Bloomington
Board of Public Works
Attn: Members

July 29, 2019

Re: Project Name: Ralston Dr. Sanitary Sewer Project
Project Location: Ralston Dr.

Dear Board Members:

The City of Bloomington Utilities department has been working on Ralston Dr from S. Banta Ave. to S Milton. We have encountered rock in the lower area and need to request a additional road closure to local traffic only up to August 26th, 2019.

We apologize for the inconvenience to the residents in the area and hope to be out of Ralston Dr soon.

Please feel free to call should you have any questions.

Sincerely,

Jay Ramey
Engineering Technician
City of Bloomington Utilities
812.349.3633

File – Document Imaging – Correspondence File –
Project Inspector – Love – Engineering Technician – J. Ramey Engineering
Contractor: CBU T&D
Email: P Peden, L. Hardin, H McLauchlin B Schroeder, S Gomez, P&T



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Engineering Department

July 29, 2019

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Project Location: Ralston Dr.

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Sincerely,

Jay Ramey
Engineering Technician
City of Bloomington Utilities
812.349.3633

File – Document Imaging – Correspondence File –
Project Inspector – Love – Engineering Technician – J. Ramey Engineering
Contractor: CBU T&D
Email: P Peden, L Hardin, H McLaughlin, B Schroeder, S Gomez, P&T



Sara Gomez <gomezs@bloomington.in.gov>

W Ralston Ave closed

Holly McLauchlin <mclauchh@bloomington.in.gov>

Tue, Jul 30, 2019 at 2:43 PM

To: aholland1@iuhealth.org, Roy Aten <atenro@bloomington.in.gov>, Daniel Backler <backlerd@bloomington.in.gov>, Beth Bender <bendere@bloomington.in.gov>, Elizabeth Carter <cartere@bloomington.in.gov>, cciolli@mccsc.edu, Andrew Cibor <cibora@bloomington.in.gov>, mike Clark <clarkmi@bloomingtontransit.com>, Gary Connor <connorg@bloomington.in.gov>, Bloomington Transit <customer@bloomingtontransit.com>, Jerrod Dill <dillj@bloomington.in.gov>, Terri Edwards <edwardste@bloomington.in.gov>, Andrew Cibor <engineering@bloomington.in.gov>, Angie Grubb-Flick <flicka@bloomington.in.gov>, gbritton@mccsc.edu, Sara Gomez <gomezs@bloomington.in.gov>, iubus@indiana.edu, jbarker4@iuhealth.org, Roger Kerr <kerrr@bloomington.in.gov>, Barbara Lawyer <lawyerb@bloomington.in.gov>, John McClure <mccclurej@bloomingtontransit.com>, mccscbus@mccsc.edu, Holly McLauchlin <mclauchh@bloomington.in.gov>, mcornman@ellettsville.in.us, Jason Moore <moorja@bloomington.in.gov>, "Oliver, Nathan D" <noliver@mccsc.edu>, Mike Clark <pattoni@bloomingtontransit.com>, planning@bloomington.in.gov, Police Department <police@bloomington.in.gov>, police-dispatch@bloomington.in.gov, Brandon Prince <princeb@bloomington.in.gov>, Vickie Provine <provinev@bloomington.in.gov>, Laura Reschke <reschkel@bloomington.in.gov>, Christina Smith <smithc@bloomington.in.gov>, Berniece Snyder <snyderb@bloomington.in.gov>, Jayme Washel <washelja@bloomington.in.gov>, Adam Wason <wasona@bloomington.in.gov>, Brian Wilson <wilsonb@bloomington.in.gov>, Danna Workman <workmand@bloomington.in.gov>, Linda Williams <williaml@bloomington.in.gov>, Chris Axsom <axsomc@bloomington.in.gov>, elvende@mccsc.edu, cclark@iuhealth.org

CBU is requesting an extension of the closure of the 600-900 block of Ralston Drive. The new end date requested is 8/26/19. Attached are the details of our application to the Board of Public Works and our Maintenance of Traffic Plan. This is for the installation of sanitary sewer to help eliminate failing septic tanks in this neighborhood. Please let us know if your organization has any concerns or comments regarding this application.

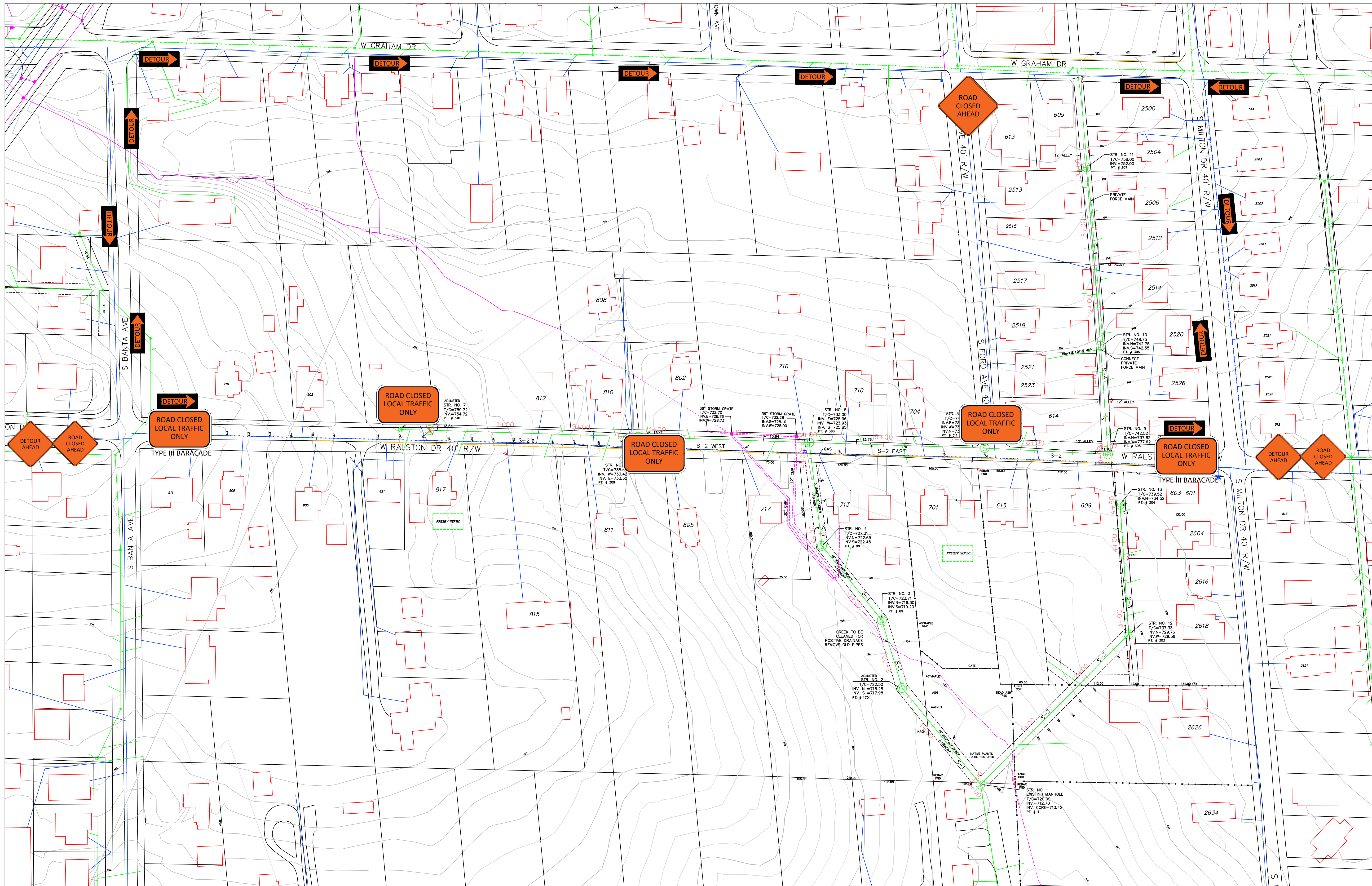
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2 attachments

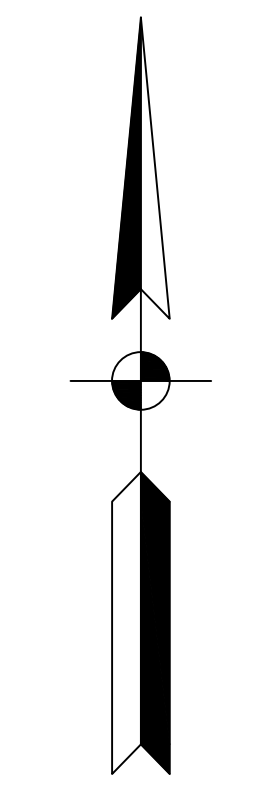
 **Ralston Dr Sewer-MOT (1).pdf**
1149K

 **Ralston Dr Add Road Closure Request.pdf**
699K

W. RALSTON DRIVE SANITARY SEWER PROJECT MAINTENANCE OF TRAFFIC PLAN



LOCATION MAP
NTS



SITE MAP
NTS

DETOUR

➔

ROAD CLOSED
LOCAL TRAFFIC
ONLY

ROAD CLOSED
AHEAD

DETOUR
AHEAD

TYPE III BARCADE





Board of Public Works Staff Report

Project/Event: Request Dedication of Right of Way along South Highland Ave
Staff Representative: Sara Gomez, Public Improvements Manager
Petitioner/Representative: Smithville Fiber/ Dash Ruthenburg
Date: 8/6/2019

Report: In the process of applying for a right of way excavation permit to install fiber to the Southeast YMCA, Smithville found that there were 3 City owned Parcels and 2 YMCA owned Parcels that overlapped S Highland Ave. Smithville Fiber has requested the dedication of Right of Way along a portion of S Highland Ave in order to install fiber for the YMCA located at 2125 S Highland Ave. They have worked with City legal and the YMCA to come up with dedication documents and also obtained surveys that detail the proposed dedicated portions of property.

Recommendation: Highland Ave is currently being maintained and serviced by the City of Bloomington and is listed as a City maintained Street in our inventory. A dedication of right of way would be more beneficial than granting an easement on City property. Staff recommends the approval of the Dedication of Right of Way.

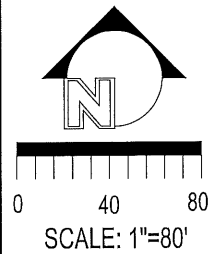
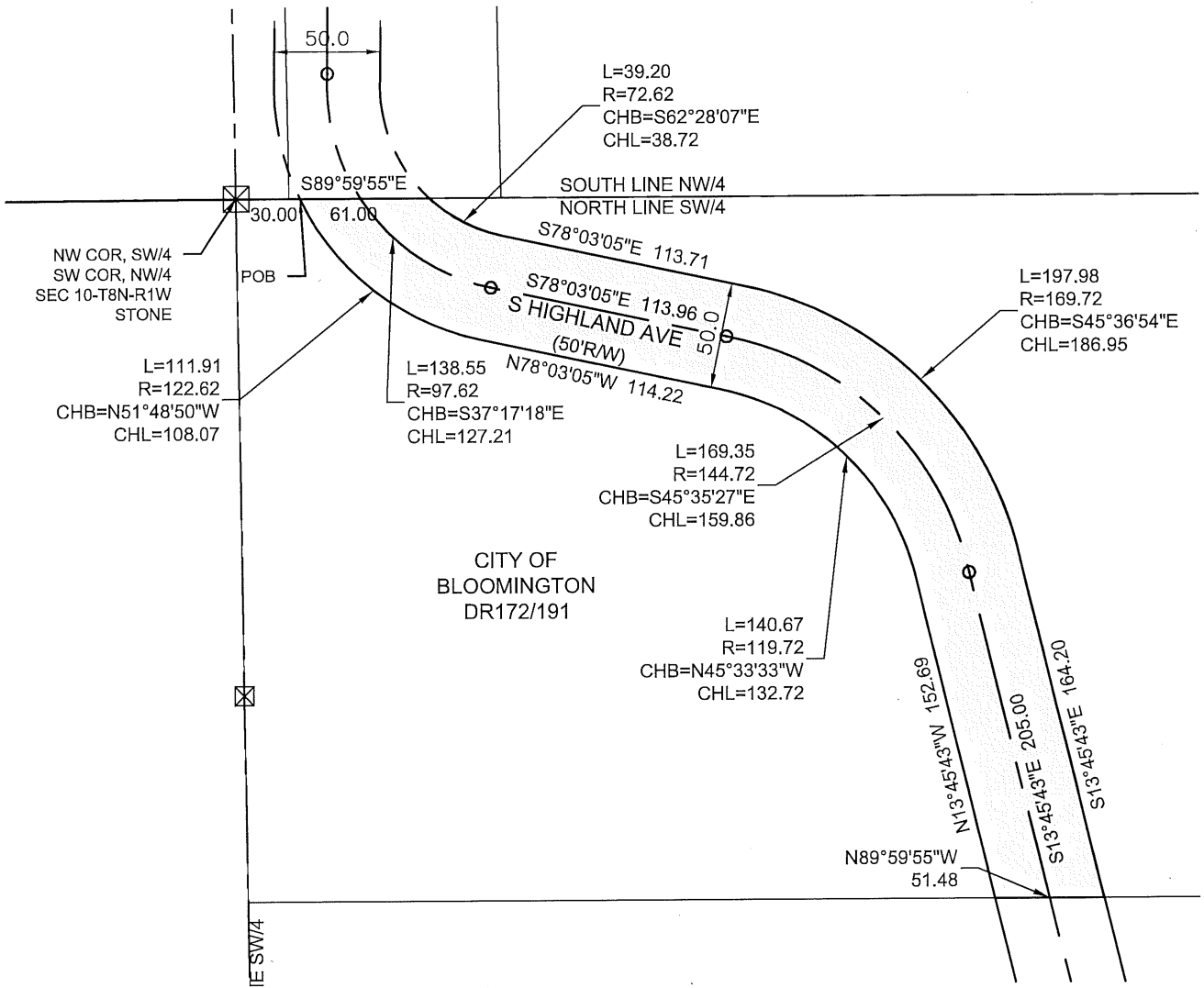
Recommend **Approval** **Denial by** Sara Gomez

CITY OF BLOOMINGTON
PARCEL NO: 53-08-10-300-028.000-009
RIGHT OF WAY DEDICATION

A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER THEREOF, THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS EAST (INDIANA STATE PLANE, WEST ZONE) ALONG THE NORTH LINE THEREOF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 61.00 FEET; THENCE SOUTHEASTERLY 39.20 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 72.62 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 62 DEGREES 28 MINUTES 07 SECONDS EAST 38.72 FEET; THENCE SOUTH 78 DEGREES 03 MINUTES 05 SECONDS EAST 113.71 FEET; THENCE SOUTHEASTERLY 197.98 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 169.72 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 45 DEGREES 36 MINUTES 54 SECONDS EAST 186.95 FEET; THENCE SOUTH 13 DEGREES 45 MINUTES 43 SECONDS EAST 164.20 FEET TO THE SOUTH LINE OF LAND CONTAINED IN DEED RECORD 172/191; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE 51.48 FEET; THENCE NORTH 13 DEGREES 45 MINUTES 43 SECONDS WEST 152.69 FEET; THENCE NORTHWESTERLY 140.67 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 119.72 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 45 DEGREES 33 MINUTES 33 SECONDS WEST 132.72 FEET; THENCE NORTH 78 DEGREES 03 MINUTES 05 SECONDS WEST A DISTANCE OF 114.22 FEET; THENCE NORTHWESTERLY 111.91 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 122.62 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 51 DEGREES 48 MINUTES 50 SECONDS WEST 108.07 FEET TO THE POINT OF BEGINNING, CONTAINING 0.595 ACRES, MORE OR LESS.

OWNER: CITY OF BLOOMINGTON
 PARCEL NO: 53-08-10-300-028.000-009
 SECTION: 10-T8N-R1W
 PAGE: 2 of 2



HATCHED AREA IS R/W DEDICATION (0.595 AC(M))

EXHIBIT "A"

Smith Brehob & Associates, Inc.



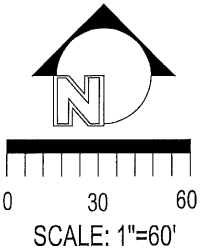
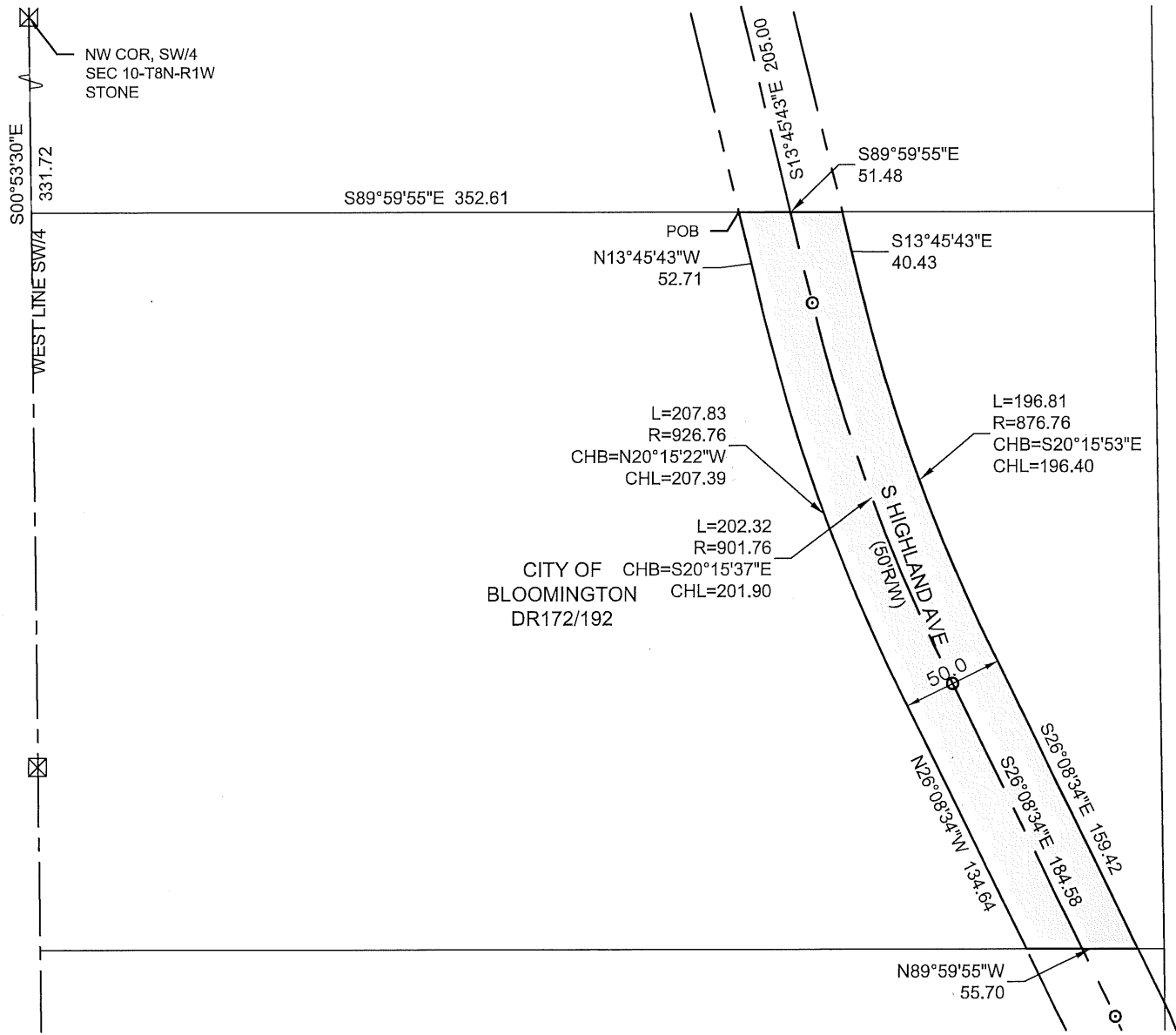
453 S. Clarizz Boulevard
 Bloomington, Indiana, 47401
 Telephone: 812-336-6536
 Web: <http://smithbrehob.com>
 Job: 5905 Date: 7/23/19

CITY OF BLOOMINGTON
PARCEL NO: 53-08-10-300-036.000-009
RIGHT OF WAY DEDICATION

A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER THEREOF, THENCE SOUTH 00 DEGREES 53 MINUTES 30 SECONDS EAST (INDIANA STATE PLANE, WEST ZONE) ALONG THE WEST LINE THEREOF 331.72 FEET TO THE NORTH LINE OF LAND CONTAINED IN DEED RECORD 172/192, THE NEXT (2) COURSES ARE ALONG SAID LAND; (1) THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 352.61 FEET TO THE POINT OF BEGINNING; (2) THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 51.48 FEET; THENCE SOUTH 13 DEGREES 45 MINUTES 43 SECONDS EAST 40.43 FEET; THENCE SOUTHEASTERLY 196.81 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 876.76 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 20 DEGREES 15 MINUTES 53 SECONDS EAST 196.40 FEET; THENCE SOUTH 26 DEGREES 08 MINUTES 34 SECONDS EAST 159.42 FEET TO THE SOUTH LINE OF THE AFORESAID LAND; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE 55.70 FEET; THENCE NORTH 26 DEGREES 08 MINUTES 34 SECONDS WEST 134.64 FEET; THENCE NORTHWESTERLY 207.83 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 926.76 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 20 DEGREES 15 MINUTES 22 SECONDS WEST 207.39 FEET; THENCE NORTH 13 DEGREES 45 MINUTES 43 SECONDS WEST 52.71 FEET TO THE POINT OF BEGINNING, CONTAINING 0.454 ACRES, MORE OR LESS.

OWNER: CITY OF BLOOMINGTON
 PARCEL NO: 53-08-10-300-036.000-009
 SECTION: 10-T8N-R1W
 PAGE: 2 of 2



 HATCHED AREA IS R/W DEDICATION (0.454 AC(M))

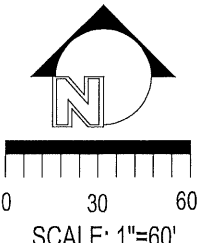
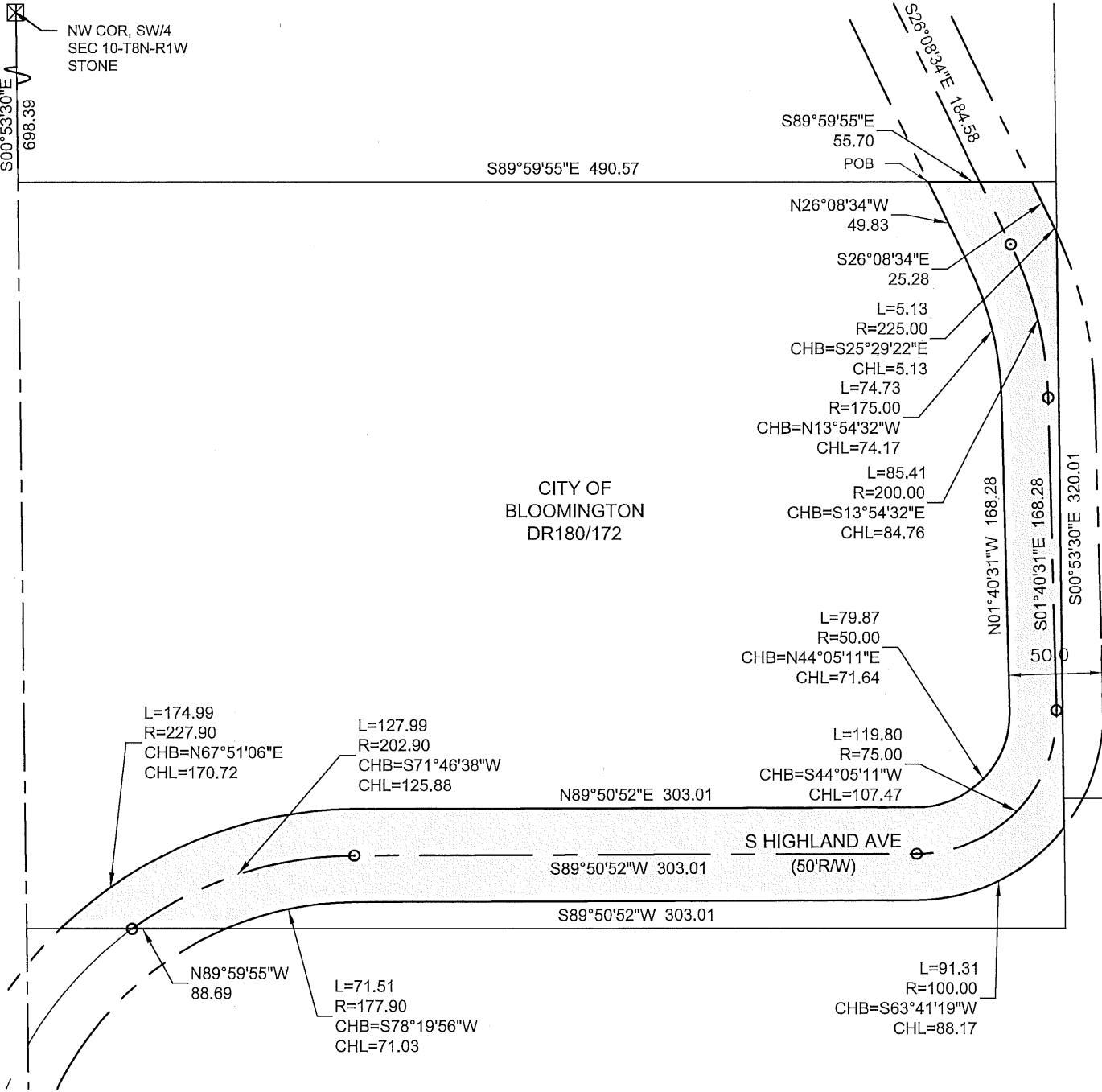
EXHIBIT "A"

Smith Brehob & Associates, Inc.
 453 S. Clarizz Boulevard
 Bloomington, Indiana, 47401
 Telephone: 812-336-6536
 Web: <http://smithbrehob.com>
 Job: 5905 Date: 7/23/19

CITY OF BLOOMINGTON
PARCEL NO: 53-08-10-300-027.000-009
RIGHT OF WAY DEDICATION

A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER THEREOF, THENCE SOUTH 00 DEGREES 53 MINUTES 30 SECONDS EAST (INDIANA STATE PLANE, WEST ZONE) ALONG THE WEST LINE THEREOF 698.39 FEET TO THE NORTH LINE OF LAND CONTAINED IN DEED RECORD 180/172, THE NEXT (2) COURSES ARE ALONG SAID LAND; (1) THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 490.57 FEET TO THE POINT OF BEGINNING; (2) THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 55.70 FEET; THENCE SOUTH 26 DEGREES 08 MINUTES 34 SECONDS EAST 25.28 FEET; THENCE SOUTHEASTERLY 5.13 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 25 DEGREES 29 MINUTES 22 SECONDS EAST 5.13 FEET TO THE EAST LINE OF THE AFORESAID LAND; THENCE SOUTH 00 DEGREES 53 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE 320.01 FEET; THENCE SOUTHWESTERLY 91.31 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 63 DEGREES 41 MINUTES 19 SECONDS WEST 88.17 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 52 SECONDS WEST 303.01 FEET; THENCE SOUTHWESTERLY 71.51 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 177.90 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 78 DEGREES 19 MINUTES 56 SECONDS WEST 71.03 FEET TO THE SOUTH LINE OF THE AFORESAID LAND; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE 88.69 FEET; THENCE NORTHEASTERLY 174.99 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 227.90 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 67 DEGREES 51 MINUTES 06 SECONDS EAST 170.72 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 52 SECONDS EAST 303.01 FEET; THENCE NORTHEASTERLY 79.87 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 44 DEGREES 05 MINUTES 11 SECONDS EAST 71.64 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 31 SECONDS WEST 168.28 FEET; THENCE NORTHWESTERLY 74.73 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 13 DEGREES 54 MINUTES 32 SECONDS WEST 74.17 FEET; THENCE NORTH 26 DEGREES 08 MINUTES 34 SECONDS WEST 49.83 FEET TO THE POINT OF BEGINNING, CONTAINING 0.838 ACRES, MORE OR LESS.



 HATCHED AREA IS RW DEDICATION (0.838 AC(M))

EXHIBIT "A"

Smith Brehob & Associates, Inc.
 453 S. Clarizz Boulevard
 Bloomington, Indiana, 47401
 Telephone: 812-336-6536
 Web: <http://smithbrehob.com>
 Job: 5905 Date: 7/23/19

July 31, 2019

City of Bloomington Board of Public Works
401 N Morton St
Suite 120
Bloomington IN 47404

Re: Proposal to City of Bloomington Board of Public Works for Dedication of 50' Right of Way on Highland Ave

Dear Board of Public Works:

The Y.M.C.A. of Monroe County recently partnered with Smithville Communications, Inc. to provide telephone and internet service to the Southeast Y.M.C.A. & the Y.M.C.A. Gymnastics Center on Highland Ave. In order to provide this new service to the Y.M.C.A, Smithville needs to install a new fiber optic cable along Highland Ave to both Y.M.C.A locations. In early discussions with City of Bloomington Utilities regarding the routing of the proposed cable we became aware of a potential Right of Way (R.O.W.) issue on Highland Ave. We learned there was no dedicated R.O.W. on Highland Ave. on the Y.M.C.A. parcels, the Willie Streeter Community Gardens parcels, and the Winslow Sports Complex parcel (Parcels 1-7 on the attached "Exhibit A: Preliminary Markup"). Smithville and the Y.M.C.A proceeded to collaborate with the City of Bloomington Planning and Transportation Department, Legal Department, and Smith Brehob & Associates in order to prepare this proposal for the dedication of a 50' R.O.W. on Highland Ave. on the parcels being discussed.

When installing a new cable in road R.O.W., typically the cable route is designed for installation in the grass area abutting the edge of pavement within the road R.O.W. Smithville would like to install the proposed cable in the grass area abutting the edge of pavement of Highland Ave, but currently that would be a trespass because R.O.W. has never been dedicated on these parcels being considered. In discussions with the Planning and Transportation Dept., it was proposed Smithville seek private easements in order to install the proposed cable. As the discussion evolved to include the Legal Dept. and surveyor at Smith Brehob, all parties agreed dedicating R.O.W. would be a better solution than pursuing easements. An easement could have resolved the current issue, but any utility needing to install infrastructure along this section of Highland Ave. in the future would face the same issue. Also, if Smithville were granted an easement, the City of Bloomington would be responsible for reimbursing Smithville for the relocation of the cable in the case of any future road work on Highland Ave requiring the relocation of Smithville's cable. Thus, it was decided the best solution to this R.O.W. anomaly was to pursue the dedication of a 50' R.O.W. on Highland Ave on the parcels being discussed.

Initially, we proposed the R.O.W. dedication on Highland Avenue include Parcels 1-7. We thought it would be good idea to pursue the R.O.W. dedication on Parcels 1-7 in order to fix the

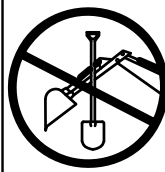
anomaly for anyone facing this issue in the future. Also, there was some discussion between Smithville and the City of Bloomington I.T. Services regarding a proposed Smithville service to the Winslow Sports Complex, which would face the same R.O.W. issue. Ultimately, due to time constraints, costs, and bureaucratic complications, we decided on the current proposal.

In order to prepare the dedication proposal, Smith Brehob performed a survey for the legal descriptions. We decided to break the estimate for the survey into two sections. The first section covered parcels 1, 2, 3, and 5 and was estimated at \$4,400. The second section covered parcels 4, 6, & 7 and was estimated at \$3,300. Smithville/Y.M.C.A. agreed to pay the estimated \$4,400 survey cost of the first section, which would allow for the installation of the proposed cable south to the SE YMCA. As the survey work progressed, we realized parcel 4 needed to be included in the first section, so it has been included in the current proposal. If the Parks Department/City of Bloomington decides to pursue the dedication of R.O.W. on the remaining parcels in the future the path will have been laid out.

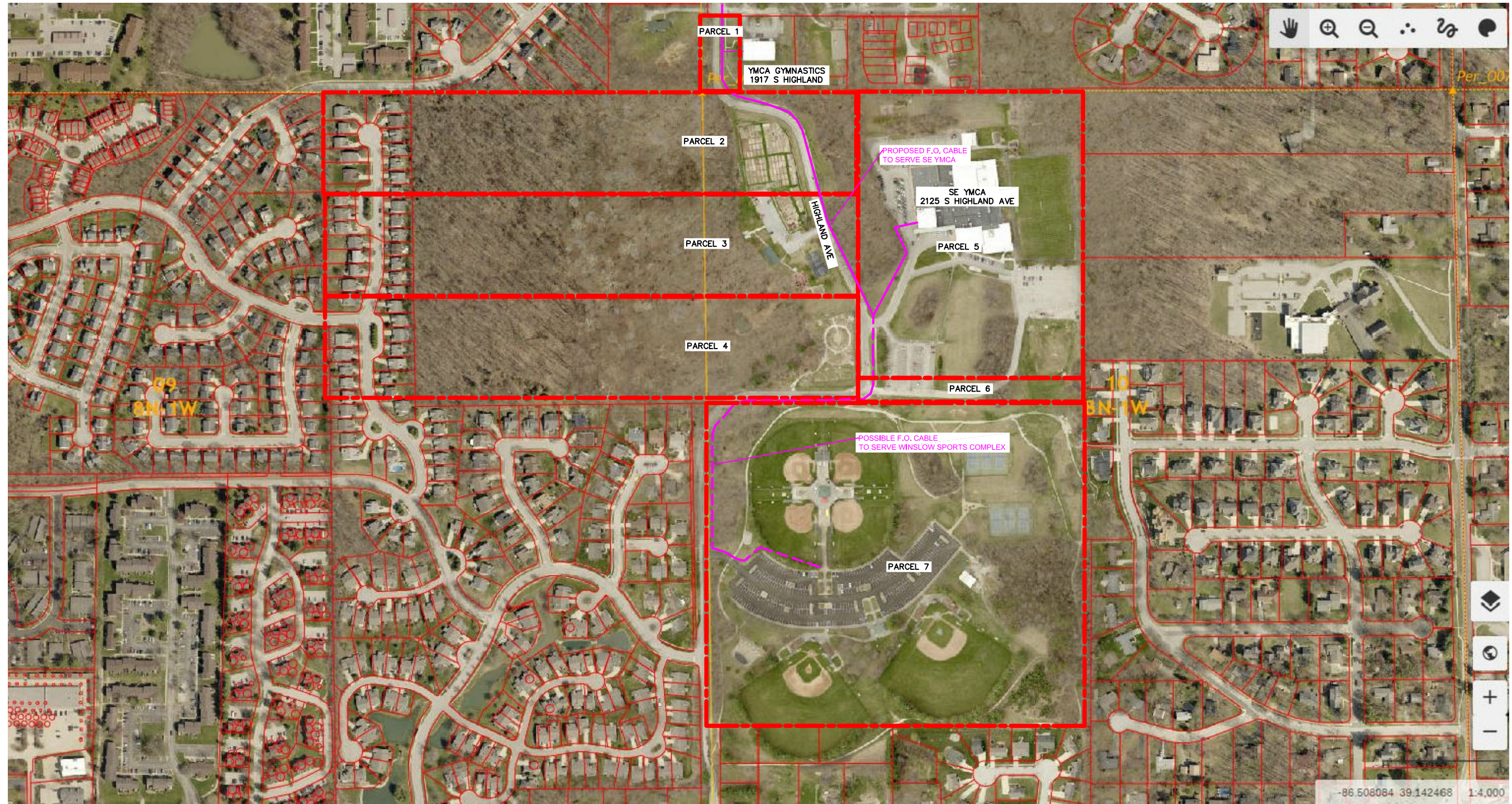
I plan on attending the Working Session on 8/5/19 and the Board of Public Works meeting on 8/6/19 to address any questions, comments, or concerns regarding the proposal. I extend my thanks to everyone who has collaborated to put this proposal together.

Sincerely,
Dash Ruthenburg
Outside Plant Engineer, Smithville Communications, Inc.

Exhibit A: Preliminary Markup



CALL BEFORE YOU DIG!
INDIANA UNDERGROUND PLANT
PROTECTION SERVICE, INC.
811 OR 800-382-5544



Smithville fiber
THE GIGACITY COMPANY
Smithville fiber
1800 W. Temperance St.
Ellettsville, IN 47429
Phone: (812)876-2211
(800)742-4084

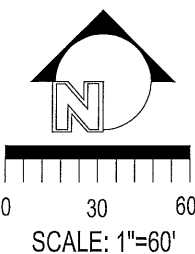
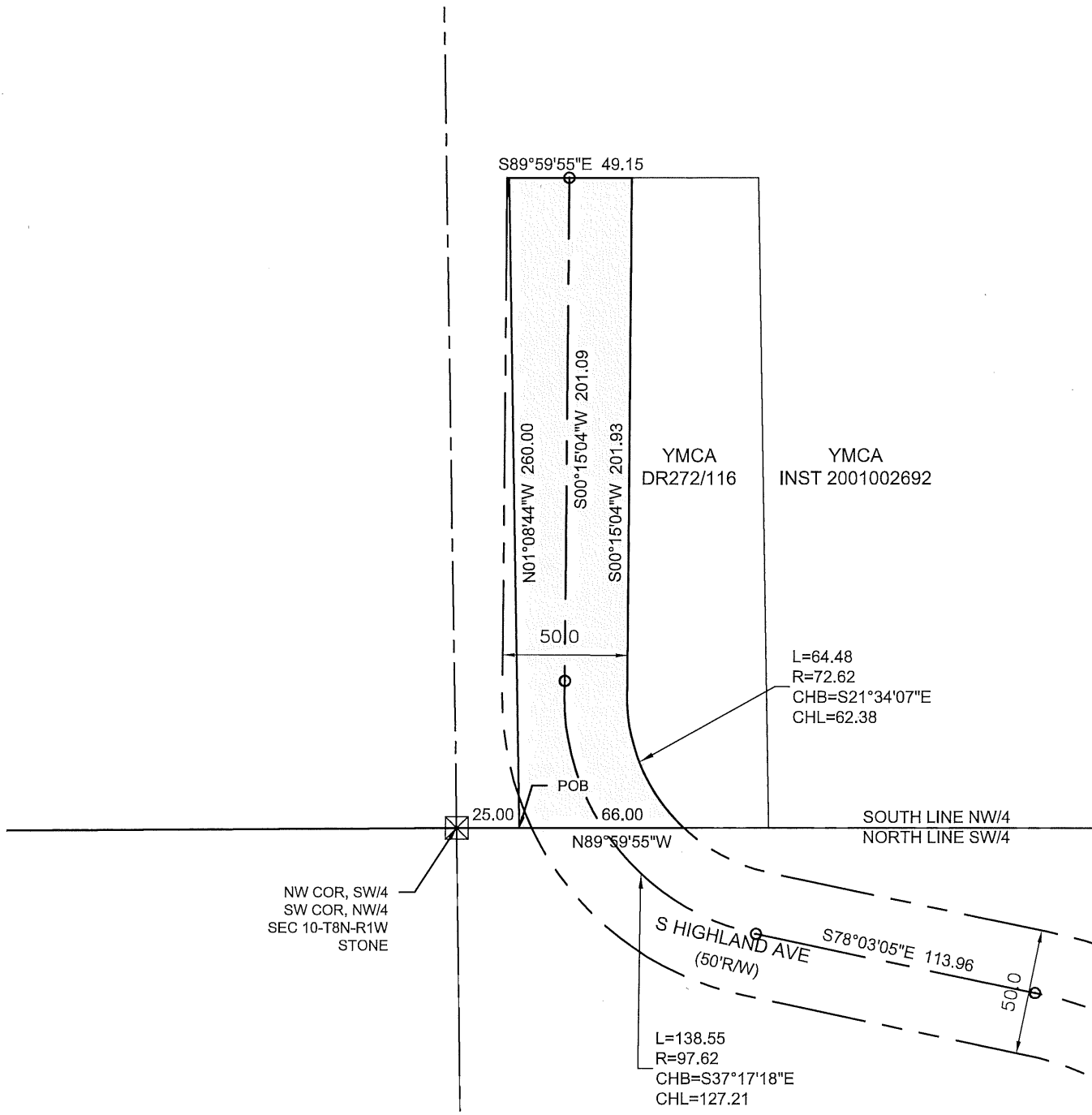
W.O.#: H19-063-S01
INSTALL 48-F CABLE IN ROW to
SERVE YMCA of MONROE COUNTY
1917 & 2125 S. HIGHLAND ST.
BLOOMINGTON, IN
SCALE: 1:100 | SHEET: X OF X

YMCA OF MONROE COUNTY
PARCEL NO: 53-08-10-200-003.001-009
RIGHT OF WAY DEDICATION

A PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER THEREOF, THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS EAST (INDIANA STATE PLANE, WEST ZONE) ALONG THE SOUTH LINE THEREOF 25.00 FEET TO THE SOUTHWEST CORNER OF LAND CONTAINED IN DEED RECORD 272/116 AND TO THE POINT OF BEGINNING, THE NEXT (2) COURSES ARE ALONG SAID LAND; (1) THENCE NORTH 01 DEGREES 08 MINUTES 44 SECONDS WEST 260.00 FEET; (2) THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 49.15 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST 201.93 FEET; THENCE SOUTHEASTERLY 64.48 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 72.62 AND BEING SUBTENDED BY A CHORD BEARING SOUTH 21 DEGREES 34 MINUTES 07 SECONDS EAST 62.38 FEET TO THE AFORESAID SOUTH LINE OF SAID QUARTER; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS WEST 66.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.283 ACRES, MORE OR LESS.

OWNER: YMCA OF MONROE COUNTY
 PARCEL NO: 53-08-10-200-003.001-009
 SECTION: 10-T8N-R1W
 PAGE: 2 of 2



 HATCHED AREA IS R/W DEDICATION (0.283 AC(M))

EXHIBIT "A"

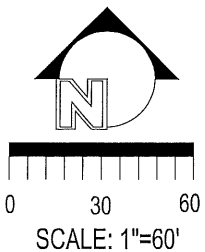
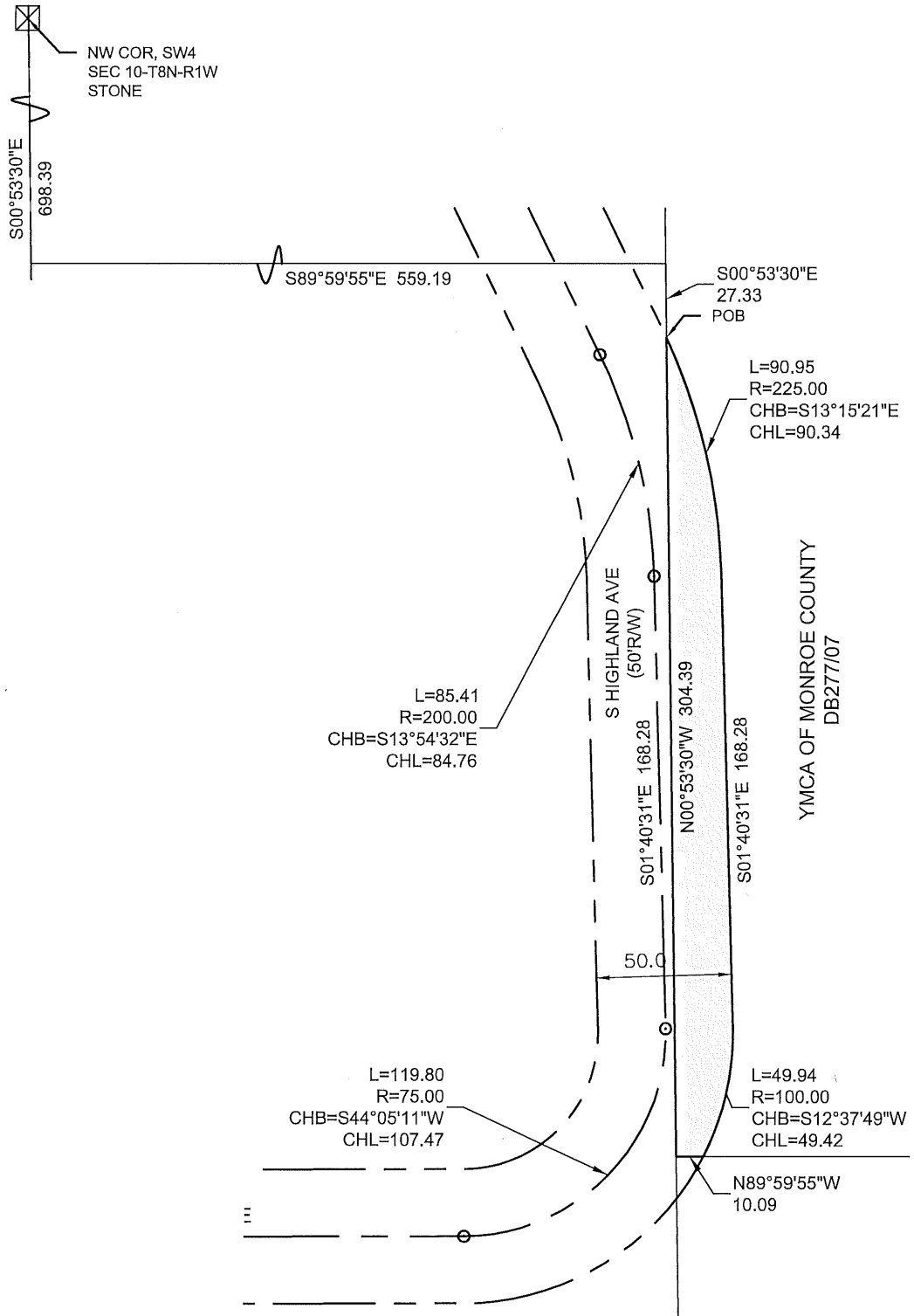
Smith Brehob & Associates, Inc.

 453 S. Clarizz Boulevard
 Bloomington, Indiana, 47401
 Telephone: 812-336-6536
 Web: <http://smithbrehob.com>
 Job: 5905 Date: 7/23/19

YMCA OF MONROE COUNTY
PARCEL NO: 53-08-10-300-046.000-009
RIGHT OF WAY DEDICATION

A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER THEREOF, THENCE SOUTH 00 DEGREES 53 MINUTES 30 SECONDS EAST (INDIANA STATE PLANE, WEST ZONE) ALONG THE WEST LINE THEREOF 698.39 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS EAST 559.19 FEET TO THE WEST LINE OF LAND CONTAINED IN DEED RECORD 277/07; THENCE SOUTH 00 DEGREES 53 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE 27.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 90.95 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 13 DEGREES 15 MINUTES 21 SECONDS EAST 90.34 FEET; THENCE SOUTHWESTERLY 49.94 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 12 DEGREES 37 MINUTES 49 SECONDS WEST 49.42 FEET TO THE SOUTH LINE OF THE AFORESAID LAND; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE 10.09 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 30 SECONDS WEST 304.39 FEET TO THE POINT OF BEGINNING, CONTAINING 0.125 ACRES, MORE OR LESS.



 HATCHED AREA IS RW
 DEDICATION (0.125 AC(M))

EXHIBIT "A"

Smith Brehob & Associates, Inc.



453 S. Clarizz Boulevard
 Bloomington, Indiana, 47401
 Telephone: 812-336-6536
 Web: <http://smithbrehob.com>
 Job: 5905 Date: 7/23/19

PUBLIC RIGHT OF WAY DEDICATION

THIS INDENTURE WITNESSETH, that the YMCA OF MONROE COUNTY, in the State of Indiana, and the CITY OF BLOOMINGTON, in the State of Indiana, (hereinafter “Grantors”) being the fee simple owners of all the real estate described herein, do hereby convey, warrant and dedicate to the City of Bloomington Board of Public Works, Monroe County, Indiana, certain real estate located in Monroe County, in the State of Indiana, more particularly described on Exhibit A, attached hereto and made a part hereof.

The above and foregoing real estate is hereby dedicated in perpetuity to the public as a roadway and thoroughfare.

This dedication is made subject to all existing easements and rights of way.

This conveyance of real estate is not subject to Indiana gross income tax.

The Grantors hereby covenant that they are the owners in fee simple of the real estate, are lawfully seized thereof, and have authority to grant and convey the foregoing right of way.

IN WITNESS WHEREOF, Grantor, the YMCA of Monroe County, has executed this Public Right of Way Dedication as of the _____ day of _____, 2019.

IN WITNESS WHEREOF, Grantor, the City of Bloomington, has executed this Public Right of Way Dedication as of the 6th day of August, 2019.

GRANTORS:

YMCA OF MONROE COUNTY

Shannon E. Kane
Chief Financial Officer

CITY OF BLOOMINGTON

By and through its Board of Public Works:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

ACCEPTANCE OF DEDICATION OF PUBLIC RIGHT OF WAY

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing dedication as a public street this 6th day of August, 2019.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, personally appeared Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, Officers of the City of Bloomington Board of Public Works, and acknowledged the acceptance of the foregoing public right of way dedication.

Witness my hand and Notarial Seal this _____ day of _____, 2019.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

Commission #: _____

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 instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100. Bloomington, IN.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.



Board of Public Works Staff Report

Project/Event: Window Blinds for Fire Station #2
Petitioner/Representative: Public Works Facilities Division
Staff Representative: J. D. Boruff, Operations and Facilities Director
Meeting Date: August 6, 2019

This contract is for the installation of new window blinds at the Fire Station #2. The existing blinds have become broken and discolored and are in need of replacement. Three contractors were solicited for quotes, with one being unresponsive. The quoted prices are as follows:

Discount Blinds & Verticals, Inc.	\$2,687.68
Budget Blinds	\$3,082.40
etc for the home	Unresponsive

Staff recommends awarding the contract to Discount Blinds & Verticals, Inc., for Two Thousand Six, Hundred Eighty-Seven Dollars and Sixty-Eight Cents (\$2,687.68).

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
DISCOUNT BLINDS & VERTICALS, INC.
FOR
REPLACEMENT OF BLINDS AT FIRE STSTION #2

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Discount Blinds & Verticals, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Replacement of Blinds at Fire Station #2**, (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 Two Thousand, Six Hundred Eighty-Seven Dollars and Sixty-Eight Cents (\$2,687.68). 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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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	Discount Blinds & Verticals, Inc.
Attn: J.D. Boruff, Facilities Director	Attn: Bob Patton
P.O. Box 100	3910 South Walnut Street
Bloomington, Indiana 47402	Bloomington, Indiana 47401-7409

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

Discount Blinds & Verticals, 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"

REPLACEMENT OF BLINDS AT FIRE STATION #2

This project shall include, but is not limited to:

1. Installation of new window blinds at Bloomington Fire Station #2
2. Installation shall include all hardware, materials, and labor.
3. The locations and quantities are as follows:
 - Dining/TV room – Discoveries Vertical Blinds by Lafayette, quantity of 2
 - Kitchen sink area – Metro 2" aluminum blind by Lafayette, quantity of 1
 - Living Room – Metro 2" aluminum blind by Lafayette, quantity of 6
 - Office – Metro 2" aluminum blind by Lafayette, quantity of 2
4. Contractor shall remove and dispose of existing blinds and all scrap material.

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

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: Window Blinds for Fire Station Headquarters
Petitioner/Representative: Public Works Facilities Division
Staff Representative: J. D. Boruff, Operations and Facilities Director
Meeting Date: August 6, 2019

This contract is for the installation of new window blinds at the Headquarters Fire Station. The existing blinds have become broken and discolored and are in need of replacement. Three contractors were solicited for quotes, with one being unresponsive. The quoted prices are as follows:

Hamm's Blinds & Drapes, Inc. (dba Budget Blinds)	\$2,148.00
etc for the home	\$3,525.22
Lowe's	Unresponsive (Contacted on 4/15/19 and 4/19/19)

Staff recommends awarding the contract to Hamm's Blinds & Drapes, Inc., for Two Thousand One Hundred Dollars (\$2,148.00).

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

HAMM'S BLINDS & DRAPES, INC.

(D.B.A. BUDGET BLINDS OF BLOOMINGTON)

FOR

REPLACEMENT OF WINDOW BLINDS AT FIRE DEPARTMENT HEADQUARTERS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Hamm's Blinds & Drapes, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Replacement of Blinds at Fire Department Headquarters**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 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 Two Thousand, One Hundred Forty-Eight Dollars (\$2,148.00). 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 Public Works	Hamm’s Blinds & Drapes, Inc.
Attn: J.D. Boruff, Facilities Director	Attn: Kimm Hamm
P.O. Box 100	9506 North US Highway 231
Bloomington, Indiana 47402	Quincy, Indiana 47456

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

Hamm's Blinds & Drapes, 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"

REPLACEMENT OF BLINDS AT HEADQUARTERS FIRE STATION

This project shall include, but is not limited to:

1. Black Out roller shades (Cambria Jet F0852) in Bunker Rooms 1 & 2.
2. Black Out Cellular shades (Indigo C4704) in Bunker Rooms 1 & 2.
3. Light Filtering Roller Shades (Charcoal Gray F0359) in Game room, Kit room, and TV room #2).
4. Light Filtering Roller Shades (Charcoal Gray F0359) on doors of Game room.
5. Light Filtering Roller Shades (Charcoal Gray F0359) on door of Kit room.
6. Light Filtering Roller Shades (Charcoal Gray F0359) on door of TV room #1.
7. Contractor shall provide installation, any hardware or materials need for installation, and window shades referenced above.

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**.

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: Contract with Axis Painting, Inc. for Painting of Burn Tower at the Fire Training Center

Petitioner/Representative: Bloomington Fire Department

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

Meeting Date: August 6, 2019

This contract is for the painting of the burn tower at the Bloomington Fire Department Training Center. The contract will include all materials and labor to paint the burn tower exterior and the interior of the two upper floors.

Bids were solicited from three contractors. Only one contractor was responsive to the request for bids.

Axis Painting	\$20,406.92
Color Theory	Unresponsive
Bridgesmith, Inc.	Unresponsive

Staff recommends awarding the contract Axis Painting, Inc. for Twenty Thousand, Four Hundred Six Dollars and Ninety-Two Cents (\$20,406.92).

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
AXIS PAINTING, INC.
FOR
PAINTING OF BURN TOWER AT FIRE TRAINING CENTER

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **painting of burn tower at the Bloomington Fire Department Training Center**, (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 365 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 Twenty Thousand Four Hundred Six Dollars and Ninety-Two Cents (\$20,406.92). 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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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	Axis Painting, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Ty Spatta
P.O. Box 100 Suite 110	P.O. Box 6176
Bloomington, Indiana 47402	Bloomington, Indiana 47407

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

Axis Painting, Inc.

BY:

BY:

Kyla Cox Deckard, President

Ty Spatta, President

Beth H. Hollingsworth, Member

Dana Palazzo, Member

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

PAINTING OF BURN TOWER AT FIRE TRAINING CENTER

This project shall include, but is not limited to:

1. The exterior of the burn building and the two upper interior floors will be prepared and painted.
2. Areas to be painted shall be washed with TSP detergent and high pressure water.
3. Rusted areas will be coated with an oil based primer.
4. The two floors will be sanded of loose rust and given two coats of black paint. Paint shall be Rustolium High Temp Black.
5. Floor grates will be removed, painted under, and returned to original location.
6. The exterior will be given one coat of paint where red. The color is assumed to stay the same. Paint used shall be Rustolium Sierra Performance Beyond Acrylic Enamel.
7. Any material listed on Axis Painting, Inc. Estimate #3251 that is not needed will not be charged to owner.

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**.

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 Claim Register

Invoice Date Range 07/29/19 - 08/09/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-7/16/2019		08/09/2019	604.42
	Account 53130 - Medical Totals		4	\$6,218.96
Account 53160 - Instruction				
175 - Monroe County Humane Association, INC	01-euthanasia training-7/20/19		08/09/2019	275.00
	Account 53160 - Instruction Totals		1	\$275.00
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	01-BOH shipping-7/18/19		08/09/2019	13.30
	Account 53220 - Postage Totals		1	\$13.30
Account 53620 - Motor Repairs				
7570 - KNJ, LLC (Quality Collision)	01-Repair on Animal Control Vehicle		08/09/2019	888.62
	Account 53620 - Motor Repairs Totals		1	\$888.62
Account 53960 - Grants				
2370 - WildCare, INC	01-2019 Grant for Wildcare, INC rehab		08/09/2019	3,900.00
	Account 53960 - Grants Totals		1	\$3,900.00
	Program 010000 - Main Totals		33	\$15,327.95
Program 010001 - Donations Over \$5K				
Account 53130 - Medical				
6529 - BloomingPaws, LLC	01-HTW treatment-7/16-7/17/19		08/09/2019	125.62
6529 - BloomingPaws, LLC	01-heartworm treatment-7/18/2019		08/09/2019	125.62
6529 - BloomingPaws, LLC	01-x-rays, exams-7/2 & 7/10/2019		08/09/2019	236.12
	Account 53130 - Medical Totals		3	\$487.36
	Program 010001 - Donations Over \$5K Totals		3	\$487.36
	Department 01 - Animal Shelter Totals		36	\$15,815.31
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Ashton Gipson	14-refund over payment pkg citations #19200300402		08/09/2019	60.00
Sean M & Jennifer L. Stevens	14-refund over payment pkg citation #19200300256		08/09/2019	60.00
	Account 46060 - Other Violations Totals		2	\$120.00
Account 52110 - Office Supplies				
6530 - Office Depot, INC	02-markers, highlighters, pens		08/09/2019	42.41
6792 - VARI Sales Corporation	02- Public Works Admin Stand up desk -C. Smith		08/09/2019	355.50
	Account 52110 - Office Supplies Totals		2	\$397.91
	Program 020000 - Main Totals		4	\$517.91
	Department 02 - Public Works Totals		4	\$517.91



Board of Public Works Claim Register

Invoice Date Range 07/29/19 - 08/09/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 03 - City Clerk Program 030000 - Main Account 53230 - Travel 5461 - F Nicole Bolden	03-per diem-IIMC Region V Meeting-Cincinnati-7/15-		08/09/2019	87.00
	Account 53230 - Travel Totals	1		\$87.00
	Program 030000 - Main Totals	1		\$87.00
	Department 03 - City Clerk Totals	1		\$87.00
Department 04 - Economic & Sustainable Dev Program 040000 - Main Account 53910 - Dues and Subscriptions 4715 - Global Philanthropy Partnership	04 2020 dues Urban Sustainability Directors Network		08/09/2019	1,800.00
	Account 53910 - Dues and Subscriptions Totals	1		\$1,800.00
Account 53960 - Grants 1051 - Bloomington Economic Development Corp	04 2019 BEDC Funding Agreement		08/09/2019	50,000.00
	Account 53960 - Grants Totals	1		\$50,000.00
	Program 040000 - Main Totals	2		\$51,800.00
	Department 04 - Economic & Sustainable Dev Totals	2		\$51,800.00
Department 05 - Common Council Program 050000 - Main Account 52110 - Office Supplies 6530 - Office Depot, INC	06-file folders, tape, pre-ink refill		08/09/2019	20.00
	Account 52110 - Office Supplies Totals	1		\$20.00
	Program 050000 - Main Totals	1		\$20.00
	Department 05 - Common Council Totals	1		\$20.00
Department 06 - Controller's Office Program 060000 - Main Account 52110 - Office Supplies 6530 - Office Depot, INC	06-Calculator tape, pens, paper clips, note pads		08/09/2019	19.26
	Account 52110 - Office Supplies Totals	1		\$19.26
Account 52420 - Other Supplies 371 - Pitney Bowes, INC	06- Ink for Postage Machine		08/09/2019	154.04
	Account 52420 - Other Supplies Totals	1		\$154.04
Account 53990 - Other Services and Charges 1352 - Cornerstone Planning & Design INC	18- Project Management		08/09/2019	5,496.01
	Account 53990 - Other Services and Charges Totals	1		\$5,496.01



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Invoice Date Range 07/29/19 - 08/09/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Program 060000 - Main Totals		3	\$5,669.31
	Department 06 - Controller's Office Totals		3	\$5,669.31
Department 10 - Legal Program 100000 - Main Account 53120 - Special Legal Services 50587 - Barnes & Thornburg LLP	10-general municipal advice-period ending 6/30/19		08/09/2019	2,460.81
	Account 53120 - Special Legal Services Totals		1	\$2,460.81
	Program 100000 - Main Totals		1	\$2,460.81
Program 101000 - Human Rights Account 52420 - Other Supplies 651 - Engraving & Stamp Center, INC	10-name tags		08/09/2019	94.22
	Account 52420 - Other Supplies Totals		1	\$94.22
	Program 101000 - Human Rights Totals		1	\$94.22
	Department 10 - Legal Totals		2	\$2,555.03
Department 11 - Mavor's Office Program 110000 - Main Account 52420 - Other Supplies 4549 - Kroger Limited Partnership I 5819 - Synchrony Bank	11-thank you to Farmers' Market panelists		08/09/2019	5.94
	11-coffee carafe, dishes, shredder bags		08/09/2019	138.14
	Account 52420 - Other Supplies Totals		2	\$144.08
Account 53910 - Dues and Subscriptions 5259 - Pacific & Southern Company, INC (Indy Star)	11-Indy Star digital subscription July		08/09/2019	4.99
	Account 53910 - Dues and Subscriptions Totals		1	\$4.99
	Program 110000 - Main Totals		3	\$149.07
	Department 11 - Mayor's Office Totals		3	\$149.07
Department 12 - Human Resources Program 120000 - Main Account 52420 - Other Supplies 4549 - Kroger Limited Partnership I 6700 - Magic Morning Bakery, INC	18-recognition event - oj, fruit trays, coffee, sugar		08/09/2019	52.25
	12-recognition event - tea rings \$19.98		08/09/2019	19.98
	Account 52420 - Other Supplies Totals		2	\$72.23
	Program 120000 - Main Totals		2	\$72.23
	Department 12 - Human Resources Totals		2	\$72.23
Department 13 - Planning Program 130000 - Main				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53160 - Instruction 6139 - Seyedamir K Farshchi	13-Reimb- for AICP Exam Prep Class Account 53160 - Instruction Totals		08/09/2019 1	<u>127.50</u> \$127.50
Account 53170 - Mat. Fee, Consultants, and Workshops 6289 - Clarion Associates, LLC	13-UDO Update Contract Ext.-serv as of 6/30/19 Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		08/09/2019 1	<u>4,990.00</u> \$4,990.00
Account 53310 - Printina 3892 - Midwest Color Printing, INC	13- 250 business cards (Liz Carter) Account 53310 - Printing Totals		08/09/2019 1	<u>36.50</u> \$36.50
Account 53910 - Dues and Subscriptions 4442 - American Planning Association 3920 - Association Of Pedestrian & Bicycle Professionals	13-APA Membership Dues (A. Farshchi)-10/1/19- 13-Young Professional Membership-M. Rickbeil Account 53910 - Dues and Subscriptions Totals		08/09/2019 08/09/2019 2	180.00 <u>50.00</u> \$230.00
Account 53990 - Other Services and Charges 818 - Everywhere Signs, LLC 199 - Monroe County Government 53442 - Paragon Micro, INC	13-Bicentennial Sign_Faris Family Homestead (Includes 13-June 2019 copies-6 13 - Adobe Acrobat Pro 2017 (Russell White) Account 53990 - Other Services and Charges Totals		08/09/2019 08/09/2019 08/09/2019 3	880.00 6.00 <u>378.99</u> \$1,264.99
Account 54310 - Improvements Other Than Building 204 - State Of Indiana	13-Tapp & Rockport_Change Order#3_BPW Approved Account 54310 - Improvements Other Than Building Totals Program 130000 - Main Totals Department 13 - Planning Totals		08/09/2019 1 9 9	<u>1,036.88</u> \$1,036.88 <u>\$7,685.87</u> \$7,685.87
Department 19 - Facilities Maintenance Program 190000 - Main Account 52240 - Fuel and Oil 177 - Indiana Oxygen Company, INC	19-CH- Monthly LP cylinder rental fees-inv. date Account 52240 - Fuel and Oil Totals		08/09/2019 1	<u>33.54</u> \$33.54
Account 52310 - Building Materials and Supplies 394 - Kleindorfer Hardware & Variety	19-ACC-washers, nuts, chains, hooks, clamps Account 52310 - Building Materials and Supplies Totals		08/09/2019 1	<u>38.49</u> \$38.49
Account 53610 - Building Repairs 5819 - Synchrony Bank	19-City Hall- Supplies for Repairs on Faucet Account 53610 - Building Repairs Totals		08/09/2019 1	<u>9.96</u> \$9.96
Account 54510 - Other Capital Outlays 321 - Harrell Fish, INC	19-CH-1st FLR H2O source heat pump-7/22/19	BC 2019-01	08/09/2019	19,650.00



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 54510 - Other Capital Outlays Totals		1	\$19,650.00
	Program 190000 - Main Totals		4	\$19,731.99
	Department 19 - Facilities Maintenance Totals		4	\$19,731.99
Department 28 - ITS Program 280000 - Main Account 52110 - Office Supplies				
6530 - Office Depot, INC	28 - Pencils, Markers, Mouse Pads, Cleaning Supplies		08/09/2019	57.55
6530 - Office Depot, INC	28 - Cleaning Supplies		08/09/2019	2.80
	Account 52110 - Office Supplies Totals		2	\$60.35
Account 52420 - Other Supplies				
6530 - Office Depot, INC	28 - Desk Lamps		08/09/2019	39.98
6530 - Office Depot, INC	28 - Task Lights for Cubicles		08/09/2019	73.98
6530 - Office Depot, INC	28 - Recycling Bins		08/09/2019	27.98
53442 - Paragon Micro, INC	28 - Wireless Mouse and Keyboard - Accts & Training		08/09/2019	88.99
5819 - Synchrony Bank	28 - Amazon - Document Frames		08/09/2019	25.95
	Account 52420 - Other Supplies Totals		5	\$256.88
Account 53170 - Mat. Fee. Consultants. and Workshops				
5437 - Columbia Telecommunications Corporation	28-Addendum to Agreement with CTC-Inv. date		08/09/2019	290.00
5437 - Columbia Telecommunications Corporation	28-Addendum to Agreement with CTC-Inv. date		08/09/2019	85.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		2	\$375.00
Account 53210 - Telephone				
6530 - Office Depot, INC	28 - Phone Handset Cords		08/09/2019	24.76
	Account 53210 - Telephone Totals		1	\$24.76
Account 53640 - Hardware and Software Maintenance				
3989 - Ricoh USA, INC	28 - Copier Maintenance July 2019		08/09/2019	1,827.28
7019 - Stratosphere Solutions, LLC	28 - 2019 Windows Datacenter Licences-12		08/09/2019	22,605.56
	Account 53640 - Hardware and Software Maintenance Totals		2	\$24,432.84
Account 53910 - Dues and Subscriptions				
5786 - Promevo, LLC	28-Google Drive Storage Subscriptions 50 GB-May		08/09/2019	15.00
	Account 53910 - Dues and Subscriptions Totals		1	\$15.00
	Program 280000 - Main Totals		13	\$25,164.83
	Department 28 - ITS Totals		13	\$25,164.83
	Fund 101 - General Fund (S0101) Totals		80	\$129,268.55
Fund 103 - Restricted Donations(ord 05-17) Department 06 - Controller's Office				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 400102 - Animal Supplies Account 52210 - Institutional Supplies 4666 - Zoetis, INC	01-heartworm treatment medications-7/8/19 Account 52210 - Institutional Supplies Totals Program 400102 - Animal Supplies Totals		08/09/2019 1 1	<u>875.00</u> \$875.00 \$875.00
Program 401402 - Explorer Teen Programs Account 52420 - Other Supplies 53005 - Menards, INC	14-items for Teen Academy Account 52420 - Other Supplies Totals		08/09/2019 1	<u>146.99</u> \$146.99
Account 53990 - Other Services and Charaes 4549 - Kroger Limited Partnership I 4549 - Kroger Limited Partnership I 4549 - Kroger Limited Partnership I 4549 - Kroger Limited Partnership I 4549 - Kroger Limited Partnership I 5819 - Synchrony Bank 5819 - Synchrony Bank	14-ice, water, gatorade, fruit, etc for Teen Academy 14-ice, water, gatorade, fruit, etc for Teen Academy 14-ice, water, gatorade, fruit, etc for Teen Academy 14-ice, water, gatorade, fruit, etc for Teen Academy 14-ice, water, gatorade, fruit, etc for Teen Academy 14-snacks for Teen Academy 14-snacks for Teen Academy Account 53990 - Other Services and Charges Totals Program 401402 - Explorer Teen Programs Totals Department 06 - Controller's Office Totals Fund 103 - Restricted Donations(ord 05-17) Totals		08/09/2019 08/09/2019 08/09/2019 08/09/2019 08/09/2019 08/09/2019 08/09/2019 7 8 9 9	21.31 13.77 24.32 32.36 13.77 71.80 <u>249.54</u> \$426.87 <u>\$573.86</u> <u>\$1,448.86</u> \$1,448.86
Fund 312 - Community Services Department 09 - CFRD Program 090021 - Children & Youths Account 52420 - Other Supplies 4549 - Kroger Limited Partnership I	09-Youth Participatory Budget--refreshments Account 52420 - Other Supplies Totals Program 090021 - Children & Youths Totals Department 09 - CFRD Totals Fund 312 - Community Services Totals		08/09/2019 1 1 1 1	<u>56.69</u> \$56.69 <u>\$56.69</u> <u>\$56.69</u> \$56.69
Fund 401 - Non-Reverting Telecom (S1146) Department 25 - Telecommunications Program 254000 - Infrastructure Account 52420 - Other Supplies 5819 - Synchrony Bank 5819 - Synchrony Bank	25 - Wireless Access Point Mount 25 - Wireless Access Point Mount		08/09/2019 08/09/2019	319.90 12.95



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Invoice Date Range 07/29/19 - 08/09/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 52420 - Other Supplies Totals		2	\$332.85
	Program 254000 - Infrastructure Totals		2	\$332.85
Program 256000 - Services Account 54420 - Purchase of Equipment 53442 - Paragon Micro, INC	28 - Presentation Remote for Council Chambers		08/09/2019	37.99
	Account 54420 - Purchase of Equipment Totals		1	\$37.99
	Program 256000 - Services Totals		1	\$37.99
	Department 25 - Telecommunications Totals		3	\$370.84
	Fund 401 - Non-Reverting Telecom (S1146) Totals		3	\$370.84
Fund 451 - Motor Vehicle Highway(S0708) Department 20 - Street Program 200000 - Main Account 52110 - Office Supplies 9523 - Freedom Business Solutions, LLC	20-color toner cartridge-Cyan-Canon IC C2500/LBP		08/09/2019	119.99
	Account 52110 - Office Supplies Totals		1	\$119.99
Account 52210 - Institutional Supplies 313 - Fastenal Company 15449 - Rosen & Rosen Industries (R&R Industries)	20-safety glasses, gloves, earplugs, spray paint		08/09/2019	99.20
	20-Safety Vests for Bright Btown-Street Dept portion		08/09/2019	122.67
	Account 52210 - Institutional Supplies Totals		2	\$221.87
Account 52340 - Other Repairs and Maintenance 294 - All-Phase Electric Supply, INC 294 - All-Phase Electric Supply, INC 480 - Hall Signs INC	20-size 454 blu wireconn-7/3/19		08/09/2019	21.80
	20-conduit, pvc coupling, pvc elbow-7/10/19		08/09/2019	19.26
	20-Bracket hardware for sign installation		08/09/2019	697.50
	Account 52340 - Other Repairs and Maintenance Totals		3	\$738.56
Account 52420 - Other Supplies 409 - Black Lumber Co. INC 409 - Black Lumber Co. INC 409 - Black Lumber Co. INC 313 - Fastenal Company 394 - Kleindorfer Hardware & Variety 394 - Kleindorfer Hardware & Variety 394 - Kleindorfer Hardware & Variety 6262 - Koenig Equipment, INC 6262 - Koenig Equipment, INC 6262 - Koenig Equipment, INC 786 - Richard's Small Engine, INC	20-3/4 x 9" Zpro 4ply roller cover		08/09/2019	4.58
	20-FS#1-liquid nails proj const. adh 10 oz-7/11/19		08/09/2019	9.96
	20-Covey Lane-rust coat enamel bright yellow		08/09/2019	22.45
	20-Battery Power grease gun for Milling/Paving -		08/09/2019	318.98
	20-Paving crew-1 cs red grease		08/09/2019	44.91
	20-Milling crew-hitch pins, hitch clip		08/09/2019	2.78
	20-1 35 gal. metal garden sprayer-7-11-19		08/09/2019	159.99
	20-Chainsaw supplies for tree crew-2 in 1 filing G		08/09/2019	34.99
	20-Truck #409-chains for chainsaws		08/09/2019	110.67
	20-chainsaw crew-deluxe single		08/09/2019	16.49
	20-air filters & cleaner supplies chainsaws		08/09/2019	76.56



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 52420 - Other Supplies Totals		11	\$802.36
Account 53250 - Pagers 332 - Indiana Paging Network, INC	20-Services for Snow Control Pagers-August 2019		08/09/2019	87.26
	Account 53250 - Pagers Totals		1	\$87.26
Account 53920 - Laundry and Other Sanitation Services 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-7/17/19		08/09/2019	34.28
	20-uniform rental (minus payroll ded)-7/17/19		08/09/2019	16.83
	Account 53920 - Laundry and Other Sanitation Services Totals		2	\$51.11
Account 53990 - Other Services and Charges 5465 - Emergency Radio Service LLC (ERS-OCI Wireless) 5465 - Emergency Radio Service LLC (ERS-OCI Wireless) 5465 - Emergency Radio Service LLC (ERS-OCI Wireless) 902 - Indiana Underground Plant Protection Service, INC 6152 - K&S Rolloff, INC	20-Two Way Radio Communication Serv-7/1-7/31/19		08/09/2019	572.05
	20-Two Way Radio Communication Services-6/1-		08/09/2019	572.05
	20-Two Way Radio Communication Services		08/09/2019	2,321.25
	20-IN 811 calls, monthly tickets-May 2019-632 tickets		08/09/2019	600.40
	20-Hauling Fees for Sweeper Dumps-2-6/19/19		08/09/2019	320.00
	Account 53990 - Other Services and Charges Totals		5	\$4,385.75
	Program 200000 - Main Totals		25	\$6,406.90
	Department 20 - Street Totals		25	\$6,406.90
	Fund 451 - Motor Vehicle Highway(S0708) Totals		25	\$6,406.90
Fund 452 - Parking Facilities(S9502) Department 26 - Parking Program 260000 - Main Account 52110 - Office Supplies 53442 - Paragon Micro, INC	26-Wireless Mouse and Keyboard for Parking Director		08/09/2019	88.99
	Account 52110 - Office Supplies Totals		1	\$88.99
Account 52310 - Building Materials and Supplies 293 - J&S Locksmith Shop, INC 394 - Kleindorfer Hardware & Variety	26-Pressure Washer for Parking Garage		08/09/2019	759.96
	26-Pkg Garages-2 gal safety fuel can		08/09/2019	43.99
	Account 52310 - Building Materials and Supplies Totals		2	\$803.95
Account 52430 - Uniforms and Tools 394 - Kleindorfer Hardware & Variety	26-credit for return of drill and bit set		08/09/2019	(31.98)
	Account 52430 - Uniforms and Tools Totals		1	(\$31.98)
Account 53170 - Mat. Fee. Consultants. and Workshops 6197 - CE Solutions, INC	Addendum #2 to Service Agreement for Morton St	BC 2018-91	08/09/2019	4,500.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$4,500.00
Account 53610 - Building Repairs				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
6197 - CE Solutions, INC	26-Walnut St Garage-SE Stairwell Replacement-	BC 2019-28	08/09/2019	950.00
	Account 53610 - Building Repairs Totals		1	\$950.00
	Program 260000 - Main Totals		6	\$6,310.96
	Department 26 - Parking Totals		6	\$6,310.96
	Fund 452 - Parking Facilities(S9502) Totals		6	\$6,310.96
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 43170.0002 - Residential Neighborhood Permits Zone # 2				
Sharon Pugh	14-refund over payment on visitor tag-pd \$45 should		08/09/2019	20.00
	Account 43170.0002 - Residential Neighborhood Permits Zone # 2 Totals		1	\$20.00
	Program 020000 - Main Totals		1	\$20.00
	Department 02 - Public Works Totals		1	\$20.00
	Fund 454 - Alternative Transport(S6301) Totals		1	\$20.00
Fund 600 - Cum Cap Improvement (CIG)(S2379)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
11243 - Core & Main, LP	20-ADA Deteachable Plates for Sidewalks		08/09/2019	7,591.00
365 - Rogers Group, INC	20-#53 stone-9.88 tons-5/9/2019		08/09/2019	57.80
365 - Rogers Group, INC	20-#11 stone-15.24 tons-6/17/2019		08/09/2019	137.16
	Account 52330 - Street , Alley, and Sewer Material Totals		3	\$7,785.96
	Program 020000 - Main Totals		3	\$7,785.96
	Department 02 - Public Works Totals		3	\$7,785.96
	Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals		3	\$7,785.96
Fund 601 - Cum Cap Development(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-surface-E. 15th/patching-542.90 tons-6/25-6/27/19	BC 2019-32	08/09/2019	23,263.27
19278 - Milestone Contractors, LP	20-surface-Treadwell/patching-150.11 tons-6/18/19	BC 2019-32	08/09/2019	6,432.20
19278 - Milestone Contractors, LP	20-surface-patching-3.23 tons-6/17/19	BC 2019-32	08/09/2019	138.41
19278 - Milestone Contractors, LP	20-surface-patching-6.76 tons-6/19 & 6/25/19	BC 2019-32	08/09/2019	289.66
	Account 52330 - Street , Alley, and Sewer Material Totals		4	\$30,123.54
	Program 020000 - Main Totals		4	\$30,123.54



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Department 02 - Public Works Totals		4	\$30,123.54
Department 13 - Planning Program 130000 - Main Account 54310 - Improvements Other Than Building				
Spicer Rentals, LLC	13-Winslow Road Sidepath - Parcel #9		08/09/2019	94.30
Winslow Plaza Management, LLC	13-Winslow Road Sidepath Parcel #9		08/09/2019	905.70
	Account 54310 - Improvements Other Than Building Totals		2	\$1,000.00
	Program 130000 - Main Totals		2	\$1,000.00
	Department 13 - Planning Totals		2	\$1,000.00
	Fund 601 - Cum Cap Development(S2391) Totals		6	\$31,123.54
Fund 730 - Solid Waste (S6401) Department 16 - Sanitation Program 160000 - Main Account 52310 - Building Materials and Supplies				
138 - Gooldy & Sons, INC	19-Sanitation- Mop Sink Faucet		08/09/2019	140.00
	Account 52310 - Building Materials and Supplies Totals		1	\$140.00
Account 53610 - Building Repairs 5819 - Synchrony Bank				
	19-Sanitation Garage-Soap Dispenser Replacement		08/09/2019	22.20
	Account 53610 - Building Repairs Totals		1	\$22.20
Account 53920 - Laundry and Other Sanitation Services 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC				
	16-mat/towel service-7/24/19		08/09/2019	32.26
	16-uniform rental (minus payroll ded)-7/24/19		08/09/2019	14.77
	16-uniform rental (minus payroll ded)-7/17/19		08/09/2019	14.77
	16-mat/towel services-7/17/19		08/09/2019	32.26
	Account 53920 - Laundry and Other Sanitation Services Totals		4	\$94.06
Account 53950 - Landfill 52226 - Hoosier Transfer Station-3140 52226 - Hoosier Transfer Station-3140				
	16-trash disposal fees - 7/1-7/11/19		08/09/2019	12,166.42
	16-recycling fees - 7/1-7/11/19		08/09/2019	3,323.75
	Account 53950 - Landfill Totals		2	\$15,490.17
	Program 160000 - Main Totals		8	\$15,746.43
	Department 16 - Sanitation Totals		8	\$15,746.43
	Fund 730 - Solid Waste (S6401) Totals		8	\$15,746.43
Fund 800 - Risk Management(S0203) Department 10 - Legal Program 100000 - Main Account 52420 - Other Supplies				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
4142 - Emergency Medical Products, INC	10 defibultor pad 2084667		08/09/2019	54.50
	Account 52420 - Other Supplies Totals		1	\$54.50
Account 52430 - Uniforms and Tools				
327 - Hoosier Workwear Outlet, INC	10-S. McGlothlin-safety shoes (8 1/2M)-7/8/2019		08/09/2019	100.00
	Account 52430 - Uniforms and Tools Totals		1	\$100.00
Account 53130 - Medical				
6115 - Eric R Richardson	10-physical reimb for CDL 7/19/19		08/09/2019	90.00
	Account 53130 - Medical Totals		1	\$90.00
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-SIHO-TTD- INVOICE-2019103		07/30/2019	1,127.69
	Account 53420 - Worker's Comp & Risk Totals		1	\$1,127.69
	Program 100000 - Main Totals		4	\$1,372.19
	Department 10 - Legal Totals		4	\$1,372.19
	Fund 800 - Risk Management(S0203) Totals		4	\$1,372.19
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Proaram 120000 - Main				
Account 53990 - Other Services and Charaes				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees		08/09/2019	1,053.98
	Account 53990 - Other Services and Charges Totals		1	\$1,053.98
Account 53990.1201 - Other Services and Charaes Health Insurance				
3928 - Aim Medical Trust	12-Aug 2019 Insurance Premiums \$873,595.10		08/01/2019	873,595.10
3908 - CIGNA Healthcare	12-July 2019 Cigna Dental Funding \$43,664.81		08/01/2019	43,664.81
	Account 53990.1201 - Other Services and Charges Health Insurance Totals		2	\$917,259.91
	Program 120000 - Main Totals		3	\$918,313.89
	Department 12 - Human Resources Totals		3	\$918,313.89
	Fund 801 - Health Insurance Trust Totals		3	\$918,313.89
Fund 802 - Fleet Maintenance(S9500)				
Department 17 - Fleet Maintenance				
Proaram 170000 - Main				
Account 52230 - Garage and Motor Supplies				
50605 - Bauer Built, INC	17-stock tires		08/09/2019	2,840.44
4693 - Monroe County Tire & Supply, INC	17-#229 tire		08/09/2019	94.99
	Account 52230 - Garage and Motor Supplies Totals		2	\$2,935.43
Account 52240 - Fuel and Oil				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
349 - White River Cooperative, INC	17 - unleaded and diesel fuel	BC 2018-78D	08/09/2019	17,847.48
349 - White River Cooperative, INC	17 - unleaded and diesel fuel	BC 2018-78D	08/09/2019	17,334.55
349 - White River Cooperative, INC	17 - unleaded and diesel fuel	BC 2018-78D	08/09/2019	18,596.28
	Account 52240 - Fuel and Oil Totals		3	\$53,778.31
Account 52320 - Motor Vehicle Repair				
5702 - Altec Industries, INC	17-#466 check valves		08/09/2019	813.42
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#505 windshield and install		08/09/2019	235.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#615 windshield and install		08/09/2019	185.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#220 windshield and install		08/09/2019	195.00
4135 - Andy Mohr Truck Center	17-stock air filters		08/09/2019	595.50
244 - Bloomington Ford, INC	17-#861 door handle rod clip		08/09/2019	7.50
244 - Bloomington Ford, INC	17-#138 wheel bearing		08/09/2019	190.90
244 - Bloomington Ford, INC	17-#p125 drivers front door trim		08/09/2019	51.98
244 - Bloomington Ford, INC	17-#619 fuel pump driver module		08/09/2019	46.45
244 - Bloomington Ford, INC	17-#p138 fuel neck holder assy		08/09/2019	36.67
244 - Bloomington Ford, INC	17-#619 fuel pump and oring		08/09/2019	308.38
244 - Bloomington Ford, INC	17-#p134 tie rod end kit and spindle rod end		08/09/2019	111.34
244 - Bloomington Ford, INC	17-#665 evap tube		08/09/2019	117.45
4335 - Circle Distributing, INC	17-core return credit		08/09/2019	(15.00)
4335 - Circle Distributing, INC	17-stock purge valves		08/09/2019	65.56
594 - Curry Auto Center, INC	17-#621 vacuum pump		08/09/2019	278.01
594 - Curry Auto Center, INC	17-#199f pos/neg battery cables		08/09/2019	205.51
51827 - Fire Service, INC	17-stock, spray wht lithium and synthetic grease		08/09/2019	100.28
4044 - Industrial Hydraulics, INC	17-#466 replace valve in hyd cylinder		08/09/2019	111.80
796 - Interstate Battery System of Bloomington, INC	17-batteries		08/09/2019	92.87
796 - Interstate Battery System of Bloomington, INC	17-batteries		08/09/2019	398.12
11672 - Jack Doheny Companies, INC	17-#601 unloader valve, throttle and pigtail		08/09/2019	833.16
52607 - Jim's Custom Trim Shop	17-#847 seat repair		08/09/2019	350.00
4439 - JX Enterprises, INC	17-stock radiator hose		08/09/2019	114.32
4474 - Ken's Westside Service & Towing, LLC	17-towing services		08/09/2019	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services		08/09/2019	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services		08/09/2019	225.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services		08/09/2019	455.00
4548 - Midwest Motor Supply (Kimball Midwest)	17-stock silicone		08/09/2019	185.88
4693 - Monroe County Tire & Supply, INC	17-#816/418 tires		08/09/2019	972.76
680 - NCH Corporation- Partsmaster	17-stock nuts, bolts and washers		08/09/2019	64.57



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
54351 - Sternberg, INC	17-#428 air brake quick release valve		08/09/2019	9.28
54351 - Sternberg, INC	17-#422 abs sensor		08/09/2019	143.26
6216 - Terminal Supply, INC	17-stock lighting, fuses, nuts and bolts		08/09/2019	340.54
4398 - TruckPro Holding Corporation	17-stock hub cap		08/09/2019	49.36
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#331,335,stock lights		08/09/2019	88.60
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#331,335,stock lights		08/09/2019	103.72
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#331,335,stock lights		08/09/2019	73.48
2096 - West Side Tractor Sales CO.	17-#454 drive shaft		08/09/2019	769.64
2096 - West Side Tractor Sales CO.	17-#477 ignition fuse box, belt		08/09/2019	56.53
2096 - West Side Tractor Sales CO.	17-#477 ignition fuse box, belt		08/09/2019	34.25
2096 - West Side Tractor Sales CO.	17-#608 hyd pressure restriction sensor		08/09/2019	118.42
5639 - Yale Industrial Trucks-Tynan, INC	17-#521 hyd hose		08/09/2019	<u>183.03</u>
	Account 52320 - Motor Vehicle Repair Totals		43	<u>\$9,402.54</u>
Account 52420 - Other Supplies				
177 - Indiana Oxygen Company, INC	17-torch, other		08/09/2019	<u>143.70</u>
	Account 52420 - Other Supplies Totals		1	<u>\$143.70</u>
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-Fleet Maint-exterminator services-7/16/19	BC 2019-33	08/09/2019	<u>95.00</u>
	Account 53140 - Exterminator Services Totals		1	<u>\$95.00</u>
Account 53610 - Building Repairs				
2480 - ECO Lighting Solutions, LLC	19-LED Replacement @ Fleet Maintenance Facility		08/09/2019	2,614.50
321 - Harrell Fish, INC	19-Fleet Maint-semi-annual BPF device testing-	BC 2019-23	08/09/2019	105.00
392 - Koorsen Fire & Security, INC	19-Fleet Maint-quarterly billing commercial base-8/1-	BC 2015-22	08/09/2019	<u>86.03</u>
	Account 53610 - Building Repairs Totals		3	<u>\$2,805.53</u>
Account 53620 - Motor Repairs				
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#505 windshield and install		08/09/2019	20.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#615 windshield and install		08/09/2019	20.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#885 window reseal		08/09/2019	100.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#220 windshield and install		08/09/2019	20.00
4044 - Industrial Hydraulics, INC	17-#466 replace valve in hyd cylinder		08/09/2019	<u>588.00</u>
	Account 53620 - Motor Repairs Totals		5	<u>\$748.00</u>
	Program 170000 - Main Totals		58	<u>\$69,908.51</u>
	Department 17 - Fleet Maintenance Totals		58	<u>\$69,908.51</u>
	Fund 802 - Fleet Maintenance(\$9500) Totals		58	<u>\$69,908.51</u>
Fund 804 - Insurance Voluntary Trust				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City URM		07/29/2019	50.40
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/29/2019	124.84
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/29/2019	30.00
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical City		07/30/2019	38.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/31/2019	<u>123.80</u>
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		5	\$368.03
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/29/2019	40.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/29/2019	15.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/31/2019	<u>10.00</u>
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		3	\$65.00
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		08/01/2019	<u>19,609.13</u>
	Account 53990.1283 - Other Services and Charges Health Savings Account Totals		1	\$19,609.13
	Program 120000 - Main Totals		9	<u>\$20,042.16</u>
	Department 12 - Human Resources Totals		9	<u>\$20,042.16</u>
	Fund 804 - Insurance Voluntary Trust Totals		9	<u>\$20,042.16</u>
			216	<u>\$1,208,175.48</u>



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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 01 - Animal Shelter											
Program 010000 - Main											
Account 52210 - Institutional Supplies											
4574 - John Deere Financial (Rural King)	F33276	01-bird food - 7/3/19	Paid by Check # 70031		07/24/2019	07/24/2019	07/24/2019		07/26/2019	10.99	
4574 - John Deere Financial (Rural King)	F04782	01-litter-15 40lb bags pellet bedding-6/11/19	Paid by Check # 70031		07/24/2019	07/24/2019	07/24/2019		07/26/2019	74.85	
4574 - John Deere Financial (Rural King)	L83129	01-litter-10 40lb bags pellet bedding-6/13/2019	Paid by Check # 70031		07/24/2019	07/24/2019	07/24/2019		07/26/2019	49.90	
4574 - John Deere Financial (Rural King)	F13073	01-litter-1 40lb bag pellet bedding-6/17/19	Paid by Check # 70031		07/24/2019	07/24/2019	07/24/2019		07/26/2019	4.99	
4574 - John Deere Financial (Rural King)	F13068	01-litter-10 40lb bags pellet bedding-6/17/19	Paid by Check # 70031		07/24/2019	07/24/2019	07/24/2019		07/26/2019	49.90	
4574 - John Deere Financial (Rural King)	F14194	01-litter-10 40lb bags pellet bedding-6/18/19	Paid by Check # 70031		07/24/2019	07/24/2019	07/24/2019		07/26/2019	49.90	
4574 - John Deere Financial (Rural King)	L84570	01-litter-12 40lb bags pellet bedding-6/21/19	Paid by Check # 70031		07/24/2019	07/24/2019	07/24/2019		07/26/2019	59.88	
4574 - John Deere Financial (Rural King)	F22944	01-litter-50 40lb bags pellet bedding-6/25/19	Paid by Check # 70031		07/24/2019	07/24/2019	07/24/2019		07/26/2019	299.50	
4574 - John Deere Financial (Rural King)	F27973	01-rabbit food-timothy hay-6/29/19	Paid by Check # 70031		07/24/2019	07/24/2019	07/24/2019		07/26/2019	12.99	
4574 - John Deere Financial (Rural King)	F26843	01-bird food-boonworms, corn syrup-6/28/19	Paid by Check # 70031		07/24/2019	07/24/2019	07/24/2019		07/26/2019	12.91	
								Account 52210 - Institutional Supplies Totals		Invoice Transactions 10	\$625.81
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	PWDIVX07192019	02-PW Div.-cell phone charges 6/12-7/11/19	Paid by Check # 70013		07/24/2019	07/24/2019	07/24/2019		07/26/2019	201.66	
								Account 53210 - Telephone Totals		Invoice Transactions 1	\$201.66
Account 53510 - Electrical Services											
223 - Duke Energy	FACSUM-071619	19-CH/off site facilities-electric summary bill-	Paid by Check # 70028		07/24/2019	07/24/2019	07/24/2019		07/26/2019	1,727.08	
								Account 53510 - Electrical Services Totals		Invoice Transactions 1	\$1,727.08
Account 53540 - Natural Gas											
222 - Vectren	50195420-070219	19-ACC-gas bill 6/4-7/2/19	Paid by Check # 70005		07/22/2019	07/22/2019	07/22/2019		07/22/2019	293.55	
6769 - EDF, INC (EDF Energy Services)	93542ES COB	06-City Fac.-Natural Gas Commodity-June 2019-	Paid by EFT # 30262		07/24/2019	07/24/2019	07/24/2019		07/26/2019	513.19	
								Account 53540 - Natural Gas Totals		Invoice Transactions 2	\$806.74
								Program 010000 - Main Totals		Invoice Transactions 14	\$3,361.29
								Department 01 - Animal Shelter Totals		Invoice Transactions 14	\$3,361.29
Department 11 - Mayor's Office											
Program 110000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	OOTMX07192019	11-cell phone charges 6/12-7/11/2019	Paid by Check # 70017		07/24/2019	07/24/2019	07/24/2019		07/26/2019	41.41	
								Account 53210 - Telephone Totals		Invoice Transactions 1	\$41.41
								Program 110000 - Main Totals		Invoice Transactions 1	\$41.41
								Department 11 - Mayor's Office Totals		Invoice Transactions 1	\$41.41
Department 12 - Human Resources											
Program 120000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	HRX07192019	12-cell phone charges 6/12-7/11/19	Paid by Check # 70016		07/24/2019	07/24/2019	07/24/2019		07/26/2019	23.51	
								Account 53210 - Telephone Totals		Invoice Transactions 1	\$23.51
								Program 120000 - Main Totals		Invoice Transactions 1	\$23.51
								Department 12 - Human Resources Totals		Invoice Transactions 1	\$23.51
Department 13 - Planning											
Program 130000 - Main											
Account 52420 - Other Supplies											
13969 - AT&T Mobility II, LLC	P&TX07192019	13-cell phone charges 6/12-7/11/19 (inc. cell	Paid by Check # 70014		07/24/2019	07/24/2019	07/24/2019		07/26/2019	49.99	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	\$49.99
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	P&TX07192019	13-cell phone charges 6/12-7/11/19 (inc. cell	Paid by Check # 70014		07/24/2019	07/24/2019	07/24/2019		07/26/2019	428.02	
								Account 53210 - Telephone Totals		Invoice Transactions 1	\$428.02
								Program 130000 - Main Totals		Invoice Transactions 2	\$478.01
								Department 13 - Planning Totals		Invoice Transactions 2	\$478.01
Department 19 - Facilities Maintenance											
Program 190000 - Main											
Account 52310 - Building Materials and Supplies											
4574 - John Deere Financial (Rural King)	F03620	19-City Hall-Dewalt Drill Charger	Paid by Check # 70031		07/24/2019	07/24/2019	07/24/2019		07/26/2019	72.99	
								Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 1	\$72.99
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	PWDIVX07192019	02-PW Div.-cell phone charges 6/12-7/11/19	Paid by Check # 70013		07/24/2019	07/24/2019	07/24/2019		07/26/2019	155.32	
								Account 53210 - Telephone Totals		Invoice Transactions 1	\$155.32
Account 53510 - Electrical Services											
223 - Duke Energy	FACSUM-071619	19-CH/off site facilities-electric summary bill-	Paid by Check # 70028		07/24/2019	07/24/2019	07/24/2019		07/26/2019	6,690.70	
								Account 53510 - Electrical Services Totals		Invoice Transactions 1	\$6,690.70



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				Program 190000 - Main Totals	Invoice Transactions 3			\$6,919.01
				Department 19 - Facilities Maintenance Totals	Invoice Transactions 3			\$6,919.01
Department 28 - ITS Program 280000 - Main Account 53210 - Telephone								
1079 - AT&T	81233922610719	28-phone charges 6/20-7/19/19-#812 339-2261	Paid by Check # 70008	07/24/2019	07/24/2019	07/24/2019	07/26/2019	5,691.73
1079 - AT&T	849494015-070919	28-CH/off site facilities-long distance charges-	Paid by Check # 70006	07/24/2019	07/24/2019	07/24/2019	07/26/2019	211.72
13969 - AT&T Mobility II, LLC	ITSX0719209	28-cell phone charges 6/12-7/11/2019	Paid by Check # 70012	07/24/2019	07/24/2019	07/24/2019	07/26/2019	591.17
				Account 53210 - Telephone Totals	Invoice Transactions 3			\$6,494.62
				Program 280000 - Main Totals	Invoice Transactions 3			\$6,494.62
				Department 28 - ITS Totals	Invoice Transactions 3			\$6,494.62
				Fund 101 - General Fund (S0101) Totals	Invoice Transactions 24			\$17,317.85
Fund 401 - Non-Reverting Telecom (S1146) Department 25 - Telecommunications Program 256000 - Services Account 53150 - Communications Contract								
4170 - Comcast Cable Communications, INC	3940NKNSR-070819	28-3940 N Kinser Pike-business services/equip	Paid by Check # 70026	07/24/2019	07/24/2019	07/24/2019	07/26/2019	117.99
				Account 53150 - Communications Contract Totals	Invoice Transactions 1			\$117.99
				Program 256000 - Services Totals	Invoice Transactions 1			\$117.99
				Department 25 - Telecommunications Totals	Invoice Transactions 1			\$117.99
				Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 1			\$117.99
Fund 450 - Local Road and Street(S0706) Department 20 - Street Program 200000 - Main Account 53520 - Street Lights / Traffic Signals								
223 - Duke Energy	79103921010-7/19	02-Cottage Grove-LED energy usage-bill date	Paid by Check # 70003	07/22/2019	07/22/2019	07/22/2019	07/22/2019	31.05
				Account 53520 - Street Lights / Traffic Signals Totals	Invoice Transactions 1			\$31.05
				Program 200000 - Main Totals	Invoice Transactions 1			\$31.05
				Department 20 - Street Totals	Invoice Transactions 1			\$31.05
				Fund 450 - Local Road and Street(S0706) Totals	Invoice Transactions 1			\$31.05
Fund 451 - Motor Vehicle Highway(S0708) Department 20 - Street Program 200000 - Main Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	PWDIVX07192019	02-PW Div.-cell phone charges 6/12-7/11/19	Paid by Check # 70013	07/24/2019	07/24/2019	07/24/2019	07/26/2019	155.32
				Account 53210 - Telephone Totals	Invoice Transactions 1			\$155.32
Account 53510 - Electrical Services								
223 - Duke Energy	FACSUM-071619	19-CH/off site facilities-electric summary bill-	Paid by Check # 70028	07/24/2019	07/24/2019	07/24/2019	07/26/2019	351.78
				Account 53510 - Electrical Services Totals	Invoice Transactions 1			\$351.78
Account 53540 - Natural Gas								
222 - Vectren	52414143-070519	19-Traffic Bldg-gas bill 6/6-7/5/19	Paid by Check # 70005	07/22/2019	07/22/2019	07/22/2019	07/22/2019	19.15
222 - Vectren	52418247-070519	19-Street Dept-gas 6/6-7/5/19	Paid by Check # 70005	07/22/2019	07/22/2019	07/22/2019	07/22/2019	18.49
6769 - EDF, INC (EDF Energy Services)	93542ES COB	06-City Fac.-Natural Gas Commodity-June 2019-	Paid by EFT # 30262	07/24/2019	07/24/2019	07/24/2019	07/26/2019	70.02
				Account 53540 - Natural Gas Totals	Invoice Transactions 3			\$107.66
				Program 200000 - Main Totals	Invoice Transactions 5			\$614.76
				Department 20 - Street Totals	Invoice Transactions 5			\$614.76
				Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice Transactions 5			\$614.76
Fund 452 - Parking Facilities(S9502) Department 26 - Parking Program 260000 - Main Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	PWDIVX07192019	02-PW Div.-cell phone charges 6/12-7/11/19	Paid by Check # 70013	07/24/2019	07/24/2019	07/24/2019	07/26/2019	38.83
13969 - AT&T Mobility II, LLC	PKGGRX07192019	02-Pkg Garages-cell phone charges 6/12-	Paid by Check # 70018	07/24/2019	07/24/2019	07/24/2019	07/26/2019	105.78
				Account 53210 - Telephone Totals	Invoice Transactions 2			\$144.61
Account 53510 - Electrical Services								
223 - Duke Energy	FACSUM-071619	19-CH/off site facilities-electric summary bill-	Paid by Check # 70028	07/24/2019	07/24/2019	07/24/2019	07/26/2019	3,262.75
				Account 53510 - Electrical Services Totals	Invoice Transactions 1			\$3,262.75
				Program 260000 - Main Totals	Invoice Transactions 3			\$3,407.36
				Department 26 - Parking Totals	Invoice Transactions 3			\$3,407.36
				Fund 452 - Parking Facilities(S9502) Totals	Invoice Transactions 3			\$3,407.36
Fund 454 - Alternative Transport(S6301) Department 02 - Public Works Program 020000 - Main Account 54310 - Improvements Other Than Building								
18844 - First Financial Bank, N.A.	MitchellSW-ESC 3	13-South Mitchell St SW Proj-Escrow No 3	Paid by Check # 70004	07/22/2019	07/22/2019	07/22/2019	07/22/2019	4,405.65
6754 - John M Simpson (Monroe, LLC)	MitchellSW-App 3	13-South Mitchell St SW Proj-App No 3	Paid by EFT # 30254	07/22/2019	07/22/2019	07/22/2019	07/22/2019	74,787.20
				Account 54310 - Improvements Other Than Building Totals	Invoice Transactions 2			\$79,192.85



Board of Public Works Claim Register

Invoice Date Range 07/22/19 - 07/26/19

				Program 020000 - Main Totals	Invoice Transactions 2			\$79,192.85
				Department 02 - Public Works Totals	Invoice Transactions 2			\$79,192.85
Department 05 - Common Council Program 050000 - Main Account 54310 - Improvements Other Than Building								
6754 - John M Simpson (Monroe, LLC)	MitchellSW-App 3	13-South Mitchell St SW Prof-App No 3	Paid by EFT # 30254	07/22/2019	07/22/2019	07/22/2019	07/22/2019	8,920.15
				Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 1		\$8,920.15
				Program 050000 - Main Totals		Invoice Transactions 1		\$8,920.15
				Department 05 - Common Council Totals		Invoice Transactions 1		\$8,920.15
				Fund 454 - Alternative Transport(S6301) Totals		Invoice Transactions 3		\$88,113.00
Fund 730 - Solid Waste (S6401)								
Department 16 - Sanitation								
Program 160000 - Main								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	PWDIVX0719201 9	02-PW Div.-cell phone charges 6/12-7/11/19	Paid by Check # 70013	07/24/2019	07/24/2019	07/24/2019	07/26/2019	436.22
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$436.22
Account 53510 - Electrical Services								
223 - Duke Energy	FACSUM-071619	19-CH/off site facilities- electric summary bill-	Paid by Check # 70028	07/24/2019	07/24/2019	07/24/2019	07/26/2019	228.09
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$228.09
Account 53540 - Natural Gas								
222 - Vectren	50195440- 070219	19-Sanitation Dept-gas bill 6/4-7/2/19	Paid by Check # 70005	07/22/2019	07/22/2019	07/22/2019	07/22/2019	46.38
6769 - EDF, INC (EDF Energy Services)	93542ES COB	06-City Fac.-Natural Gas Commodity-June 2019-	Paid by EFT # 30262	07/24/2019	07/24/2019	07/24/2019	07/26/2019	29.51
				Account 53540 - Natural Gas Totals		Invoice Transactions 2		\$75.89
				Program 160000 - Main Totals		Invoice Transactions 4		\$740.20
				Department 16 - Sanitation Totals		Invoice Transactions 4		\$740.20
				Fund 730 - Solid Waste (S6401) Totals		Invoice Transactions 4		\$740.20
Fund 800 - Risk Management(S0203)								
Department 10 - Legal								
Program 100000 - Main								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	RISKX07192019	10-Risk Management-cell phone charges 6/12-	Paid by Check # 70015	07/24/2019	07/24/2019	07/24/2019	07/26/2019	59.52
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$59.52
Account 53420 - Worker's Comp & Risk								
2618 - Southeastern Indiana Health Operations, INC (SIHO)	201996	10-SIHO-TTD INVOICE- 201996-ROBERTSON-	Paid by EFT # 30266	07/24/2019	07/24/2019	07/24/2019	07/24/2019	1,127.69
2618 - Southeastern Indiana Health Operations, INC (SIHO)	201995	10-SIHO-Invoice 201995- Medica Claims	Paid by EFT # 30267	07/24/2019	07/24/2019	07/24/2019	07/24/2019	2,611.47
2618 - Southeastern Indiana Health Operations, INC (SIHO)	201994	10-SIHO-Invoice 201994- Medical Claims	Paid by EFT # 30268	07/24/2019	07/24/2019	07/24/2019	07/24/2019	5,448.92
				Account 53420 - Worker's Comp & Risk Totals		Invoice Transactions 3		\$9,188.08
				Program 100000 - Main Totals		Invoice Transactions 4		\$9,247.60
				Department 10 - Legal Totals		Invoice Transactions 4		\$9,247.60
				Fund 800 - Risk Management(S0203) Totals		Invoice Transactions 4		\$9,247.60
Fund 802 - Fleet Maintenance(S9500)								
Department 17 - Fleet Maintenance								
Program 170000 - Main								
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	PWDIVX0719201 9	02-PW Div.-cell phone charges 6/12-7/11/19	Paid by Check # 70013	07/24/2019	07/24/2019	07/24/2019	07/26/2019	38.83
				Account 53210 - Telephone Totals		Invoice Transactions 1		\$38.83
Account 53510 - Electrical Services								
223 - Duke Energy	FACSUM-071619	19-CH/off site facilities- electric summary bill-	Paid by Check # 70028	07/24/2019	07/24/2019	07/24/2019	07/26/2019	414.46
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$414.46
Account 53540 - Natural Gas								
222 - Vectren	51863666- 070519	19-Fleet Maint-gas bill 6/6-7/5/19	Paid by Check # 70005	07/22/2019	07/22/2019	07/22/2019	07/22/2019	46.65
6769 - EDF, INC (EDF Energy Services)	93542ES COB	06-City Fac.-Natural Gas Commodity-June 2019-	Paid by EFT # 30262	07/24/2019	07/24/2019	07/24/2019	07/26/2019	12.39
				Account 53540 - Natural Gas Totals		Invoice Transactions 2		\$59.04
				Program 170000 - Main Totals		Invoice Transactions 4		\$512.33
				Department 17 - Fleet Maintenance Totals		Invoice Transactions 4		\$512.33
				Fund 802 - Fleet Maintenance(S9500) Totals		Invoice Transactions 4		\$512.33
				Grand Totals		Invoice Transactions 64		\$120,102.14

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	6/28/2019	EFT	804	FLEX	7/1/2019	118.55
2	6/29/2019	EFT	804	FLEX	7/1/2019	361.98
3	6/30/2019	EFT	804	FLEX	7/1/2019	77.10
4	7/1/2019	EFT	804	FLEX	7/2/2019	266.45
5	7/2/2019	EFT	804	H.S.A. ER	7/2/2019	680.80
6	7/2/2019	EFT	804	H.S.A. DDC	7/2/2019	673.00
7	7/2/2019	EFT	804	FLEX	7/3/2019	319.48
8	6/28/2019	EFT	800	Work Comp	7/3/2019	365.07
9	7/3/2019	EFT	801	H.S.A. EE	7/3/2019	17,699.14
10	7/1/2019	EFT	801	IACT	7/10/2019	901,008.92
11	7/3/2019	EFT	804	FLEX	7/5/2019	189.46
12	7/4/2019	EFT	804	FLEX	7/5/2019	93.19
13	7/6/2019	EFT	804	FLEX	7/8/2019	33.05
14	7/7/2019	EFT	804	FLEX	7/8/2019	65.00
15	7/8/2019	EFT	804	FLEX	7/9/2019	7.17
16	7/9/2019	EFT	804	FLEX	7/10/2019	443.35
17	7/9/2019	EFT	804	FLEX	7/9/2019	180.00
18	7/10/2019	EFT	800	Work Comp	7/10/2019	188.80
19	7/10/2019	EFT	800	Work Comp	7/10/2019	608.47
20	7/10/2019	EFT	804	FLEX	7/11/2019	250.49
21	7/11/2019	EFT	804	FLEX	7/12/2019	237.75
22	7/12/2019	EFT	804	FLEX	7/15/2019	805.00
27	7/13/2019	EFT	804	FLEX	7/15/2019	1,122.25
28	7/14/2019	EFT	804	FLEX	7/15/2019	46.13
29	7/16/2019	EFT	804	H.S.A. DDC	7/18/2019	440.49
26	7/15/2019	EFT	804	FLEX	7/18/2019	49.65
30	7/16/2019	EFT	804	FLEX	7/17/2019	446.54
25	7/17/2019	EFT	801	GYM?MASS	7/17/2019	1,109.50
24	7/17/2019	EFT	804	FLEX	7/18/2019	20.00
23	7/17/2019	EFT	800	Work Comp	7/17/2019	1,127.69
31	7/18/2019	EFT	804	FLEX	7/19/2019	149.27
32	7/19/2019	EFT	804	H.S.A. EE	7/19/2019	17,634.14
33	7/19/2019	EFT	804	FLEX	7/22/2019	102.90
34	7/20/2019	EFT	804	FLEX	7/22/2019	141.04
35	7/22/2019	EFT	804	FLEX	7/23/2019	190.00
36	7/23/2019	EFT	804	FLEX	7/23/2019	780.00
37	7/21/2019	EFT	804	FLEX	7/23/2019	18.62
38	7/24/2019	EFT	804	FLEX	7/24/2019	152.74
39	7/24/2019	EFT	804	FLEX	7/25/2019	219.97
40	7/25/2019	EFT	804	FLEX	7/26/2019	505.44
41	7/24/2019	EFT	800	Work Comp	7/24/2019	9,188.08
42	7/19/2019	EFT	800	Work Comp	7/24/2019	2,611.47
43	7/19/2019	EFT	800	Work Comp	7/24/2019	5,448.92
44	7/26/2019	EFT	804	FLEX	7/29/2019	45.00
45	7/27/2019	EFT	804	FLEX	7/29/2019	164.84
46	7/28/2019	EFT	804	FLEX	7/29/2019	50.40
47	7/30/2019	EFT	800	Work Comp	7/30/2019	1,127.69
48	7/29/2019	EFT	804	FLEX	7/30/2019	38.99
49	7/30/2019	EFT	804	FLEX	7/31/2019	133.80
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		
						<u>967,697.78</u>

ALLOWANCE OF CLAIMS

\$ 967,697.78

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/9/2019	Bank Fees				1,208,175.48
7/26/2019	Claims				120,102.14
7/31/2019	Special Utility Claims				967,697.78
	Month Of July HSA/WorkComp/MT & Gym/CIGNA				967,697.78
	Sales Tax For June 2019				967,697.78
					<u>2,295,975.40</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 **\$ 2,295,975.40**

Dated this 6th **day of** August **year of** 2019.

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 Office _____