

**Board of Public Works Meeting
July 07, 2020**



The City will offer virtual options, including CATS public access television (live and tape-delayed), Facebook Live ([facebook.com/citybloomington](https://www.facebook.com/citybloomington)), Zoom or otherwise.

Public comments and questions will be encouraged via [bloomington.in.gov](https://www.bloomington.in.gov) rather than in person.

AGENDA
BOARD OF PUBLIC WORKS
July 07, 2020

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, July 07, 2020 at 5:30 p.m.

The City will offer virtual options, including CATS public access television (live and tape- delayed), Facebook Live (facebook.com/citybloomington), Zoom or otherwise. Public comments and questions will be encouraged via bloomington.in.gov rather than in person.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

1. Appeal Notice of Violation # 45770 at 420 N. Roosevelt
2. Appeal Notice of Violation #45774 at 910 S. Palmer
3. Appeal Notice of Violation #45813 at 221 E 10th Street

III. TITLE VI ENFORCEMENT

1. Approve Permission to Abate Property at 3811 N. Kinser Pike
2. Approve Permission to Abate Property at 2611 E. Roundhill Lane

IV. CONSENT AGENDA

1. Approval of Minutes – June 23, 2020
2. Approval of Payroll

V. NEW BUSINESS

1. Approve Preliminary Engineering Contract with American Structurepoint, Inc. for the Discovery Parkway Project
2. Approve Temporary Right of Way request from WDG Construction Group for 910 and 916 N. College Avenue from Railroad Overpass to W. 14th street from July 8, 2020 to July 21, 2020
3. Approve Change Order #7 for the West 17th Street Reconstruction Project
4. Approve Escrow Agreement between City of Bloomington and Kenny Blackwell for Summit Ridge Maintenance Period

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. 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 #45770

Appellant Information:

Erik Weitnauer

420 N. Roosevelt St.

Bloomington, IN 47408

Date Appealed: 6/22/2020

Citation Information:

Issued: 6/22/2020

By:

Place: 420 N. Roosevelt

For: Excessive growth

Attachments:

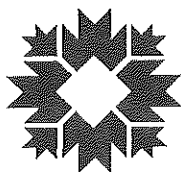
1. Notice of Violation
2. Appellant's Appeal of Excessive Growth
3. Photographs of the overgrowth.

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 June 22, 2020, Neighborhood Compliance Officer Kenny Liford inspected the property located at 420 N. Roosevelt St., Bloomington, 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 Liford issued a Notice of Violation with a fine of \$50.00 under ticket number of 45770, 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. Erik Weitnauer (Hereinafter the “Owner”) owns the Property and is a person who shall be considered a responsible party under 6.06.070(a).
5. The Appellant admits that their lawn had been allowed to become overgrown because they were following instructions for growing new grass from seed.

Staff Recommendation:

The Appeal should be denied. Appellant admits the lawn was allowed to become overgrown.



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 6-22-20 Time 10:40 Address/location 420 N. Roosevelt St. 47408

Issued by: 208

BMC 6.04.110 Carts, containers 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 solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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 or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45770

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 all grass and maintain 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 "The City of Bloomington."** 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 Weitnauer, Erik, Song Xinrui
 Address 420 N. Roosevelt St.
 City Bloomington State IN
 Zip Code 47408

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



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: Dr. Erik R Weitnauer Phone Number 812-671-6165

Citation Number: 208 Date on Excessive Growth Citation: 6/22/2020

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

Local Address:

420 N Roosevelt St
Bloomington IN 47408

Permanent Address:

same as local address

Today's Date: 6/22/2020

Reason for Appeal: Dear Board Members, I hereby appeal the excessive growth citation we received today. I checked our lawn today and it has been longer than the allowed 8 inches, so I recognize that we are, technically, in violation of the rules.

However, the reason for the long lawn was not negligence of our property or disregard of the neighborhood. On the contrary, my wife, our two sons and me recently bought this house and as both owners and residents, we deeply care for the beauty of our neighborhood. On our property, for example, we have planted flowers at the front of our house and a vegetable garden in the back.

The reason we did not mow our lawn recently, is that we put out additional grass seeds and the instructions called for not mowing for a couple of weeks. I apologize if I should have requested permission from the city, and we have mowed our lawn today to bring it back into compliance.

Thank you for your consideration of our appeal.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Excessive Growth citation and received the date of 6/22/2020
When the Board of Public Works will consider my appeal.

E. Weitnauer
Signature

6/22/2020
Date

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____





420



STAFF REPORT
Appeal of Excessive Growth Fine
Ticket #45774

Appellant Information:
Kenneth King, renter
910 S. Palmer
Bloomington, IN 47401
Date Appealed: 6/29/20

Citation Information:
Issued: 6/22/2020
By: Dee Wills
Place: 910 S. Palmer
For: Excessive growth

Attachments:

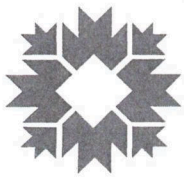
1. Notice of Violation
2. Appellant's Appeal of Excessive Growth
3. Photographs of the overgrowth.

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 June 22, 2020, Neighborhood Compliance Officer Dee Wills inspected the property located at 124 N. Bryan Ave., Bloomington, 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 Wills issued a Notice of Violation with a warning under ticket number of 45774, for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. The NOV were 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. Constance Fleetwood (Hereinafter the “Owner”) owns the Property and is a person who shall be considered a responsible party under BMC 6.06.070(a). Kenneth King (“Appellant”) leases/rents the property and is also a person who shall be considered a responsible party under BMC 6.06.070(a).
5. The Appellant admits that his lawn had been allowed to become overgrown after having been away for a time.

Staff Recommendation:

The Appeal should be denied. Appellant admits the lawn was allowed to become overgrown.



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 6/22/20 Time 10:41 Address/location 910 S. PALMER
227 47401

BMC 6.04.110 Carts, containers 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 solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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 or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45774

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: _____

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 "The City of Bloomington."** 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 CONSTANCE FLEETWOOD
Address 3200 BROWN LIF RD
City BLOOMINGTON State IN
Zip Code 47408

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

While I received a warning notice only, I am appealing the fact that a notice of violation was issued at all, along with the complete lack of specificity in the notice.

Those who hate reading longwinded statements might prefer to look at the attached pictures: (1) three pictures of my yard on mowing day (June 24): (the high-tech mower I used to carve my way through the dense overgrowth; the yard before I mowed it; the yard after I mowed it); and some random samples of vegetative growth obtained from my Friday evening walk, all located within four or five blocks from my house.

I have missed the recent scientific research which suggests that a lawn with grass any higher than that of the average golf course—or a property with any vegetation above the height of eight inches—endangers the public health or presents such a shock to the aesthetic sensibilities of neighbors or passing yard inspectors that it constitutes a public nuisance.

I have been leasing this property for eleven years now. I moved here after leaving my last university teaching position to finish fulfilling a book contract. I felt I needed a more sociable alternative to my isolated 38 acre farm in Kentucky. Throughout this period, I have traveled back and forth to Kentucky a couple of times a month to mow a much larger yard there (a three hour mowing), and to visit as much as possible my widowed mother (who passed away last May).

Typically, I have spent about two-thirds of my time in Bloomington. I've always found it easy enough to do the thirty minutes of mowing the yard here requires. The earth is not that good; the grass doesn't grow that fast; and the front yard has a lot of Dutch clover and some sort of creeping weed which doesn't get that tall. I can never remember the yard needing to be mowed more than twice a month, and if I remember correctly, last summer was so dry it almost needed no mowing at all.

The only exceptions have been the rare occasions when my mother's medical emergencies made me have to leave town suddenly, and two occasions when I was in Europe for five weeks or more.

On both of the latter occasions I had my neighbors keep an eye on the yard and when things got especially scraggly, pay their usual yard person extra to do mine

as well. (I of course reimbursed them.) I have good neighbors, with the sole possible exception of a presumed anonymous complainant.

Since March of this year, I have spent over half my time in Kentucky. Because of the COVID virus, I have tried to stay longer at both locations and travel between them less frequently. (At one point I think it was even illegal in each state for me to travel to the other.) With the help of a neighbor there, I cleared out two large sections of brush which had grown up back of the house, and started two large gardens, with seven different varieties of melons and ten of tomatoes.

I mowed my yard here for the first time in May (second or third week, I think) and a second time just before I left for Kentucky the first week of June.

I had intended to return June 20 or 21, but held off because of a severe weather threat. (It is normally a 4 ½ hour drive without rain.) When I did return on June 22, I found the notice of violation which had just been attached to my door that morning.

Certainly it was time to mow the grass, but an excessive growth violation? What sort of freaky people worry about a neatly shaved lawn with all the other things we're supposedly concerning ourselves with right now?

Normally, I would have mowed the yard the next day, but—as reckless as it was-- I held off for two days in hopes of getting someone out to explain to me what parts of the yard were out of specs. I called the HANDS office the next day; the first person I spoke to transferred me to the inspector who had written the citation. I had to leave a voicemail; I asked the inspector to call me back and if at all possible to come back out and show me what part of the yard was the problem. For whatever reason, I never got a response. I mowed the yard the evening of Wednesday the 24th.

I want to point out the vagueness of the notice of violation. (The ordinance itself is pretty vague, too, but that part's not the inspector's fault.) Something in the Comments section, something more than a checked box advising me that I was in violation of BMC 6.06.050, would have been helpful. Was my yard just "overgrown" in general, or were particular areas the problems? And is it really useful to have a form which states "immediate compliance required" for every

single set of circumstances? Does “immediate” mean that night, next day, this week?

Until now, I have had only three concerns about the grass being too high: (1) not wanting any potential burglars to conclude I’m not at home; (2) not wanting to walk in anything ankle-length or higher without bug repellent (ticks, chiggers); (3) not wanting the small mulching push mower I use to choke out and die. I can report that the mower last week survived without a single sputtering. For me, that’s a sensible yardstick (or eight-inch stick) for measuring excessive growth.

With respect to the attached pictures of my yard, it was a stroke of luck I was able to juxtapose a picture of my K-Mart special with the SUV riding mower at work in a neighboring yard. I associate the use of riding mowers in small town yards with the same mindset that produces eight-inch grass ordinances.

With respect to the pictures of other properties in my vicinity, I see absolutely no problem with any of the yards. (Incidentally, there were quite a few other properties that I didn’t take pictures of, because people were in the yards, and I didn’t want to blatantly invade their privacy.) I enjoy the diversity of houses and vegetation in this part of Bloomington. It is about the only enjoyable thing in Bloomington during this restrictive period. However, if my yard is endangering the public health, then I suppose these are too. Perhaps a heavy dose of Agent Orange is the only thing which can save us.

I’m only half joking with the last part. I would suggest that herbicides, insecticides, and even chemical fertilizers applied by obsessive lawn groomers cause greater detriment to the public health than even the most disheveled nonsuburban ragamuffin collections of grasses and “noxious weeds.” Not to mention the fumes from weekly riding mower patrols during a week like the last when--I believe--there was one or more air quality alerts in effect?

I am sure there must be yards around Bloomington which merit the concern of the city. I’ve walked around the city quite a bit, and I don’t remember having an oh-my-god-how-can-they-let-this-go-on moment walking past a yard, but there must be some yard somewhere begging for an excessive growth notice. But in general, I think one might consider relaxing the standards (whatever they are) a bit during this troubled period, rather than adding to the sum total of the universe’s emotional stress. Perhaps, instead of an ominous notice of violation, a

friendly note along the lines of “We have had a complaint about your yard. You might want to consider mowing your grass in the near future” or “You really should cut down the clump of weeds in the back corner”









STAFF REPORT
Appeal of Trash NOV #45813

Appellant Information:

Chickering Rentals, LLC
214 N. Rogers St.
Bloomington, IN 47404

Date Appealed: June 30, 2020

NOV Information:

Issued: June 25, 2020
By: Mike Arnold, Compliance Officer
Place: 221 E. 10th St.
Bloomington, IN 47408
For: Deposit of Garbage

Attachments:

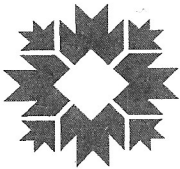
1. Notice of Violation
2. Written appeal by Chickering Properties, LLC by Lyndsi Brown
3. Photographs
4. Property Report Card
5. Proposed Order

Discussion:

1. BMC § 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, *or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned*, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.” (Emphasis Added).
2. On June 25, 2020, Neighborhood Compliance Officer Mike Arnold inspected the property located at 221 E. 10th Street, Bloomington, IN 47408 (Hereinafter the “Property”) and issued a Notices of Violation for deposit of garbage in violation of BMC § 6.06.020 (Hereinafter the “NOV”).
3. The NOV was issued to Chickering Rentals, LLC (Hereinafter the “Owners”) because it is the Owners of the Property which is in violation of BMC § 6.06.
4. **6.06.070(a) *For purposes of issuing a NOV, the following persons shall be considered responsible parties***, with liability for fines and responsibility for remedy of the violation: *persons with any possessory interest in the property*; property owner(s); and/or any persons who have caused the violation. (Emphasis added).
5. The NOV was properly served upon the Owner as a responsible party in accordance with BMC 6.06.070(b).
6. Owner argues that the garbage wasn’t theirs, or more particularly, not placed there by their tenants which is not a defense under BMC 6.06.020. It is a violation of BMC 6.06.020 regardless of whether you put the garbage on your property or you allow the garbage to be placed on your own property.

Staff Recommendation:

Staff recommends that the Board of Public Works deny the appeal



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 6/25/20 Time 2:14 Address/location 221 E 10th St 47408

Issued by: 220

BMC 6.04.110 Carts, containers 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 solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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# 45813

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 or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

Comments: TRASH/DEBRIS ON PUBLIC SIDEWALK - ALONG N LINCOLN ST -

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 "The City of Bloomington."** 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 CHICKERING RENTALS
 Address c/o LYNDSEI THOMPSON
214 N. ROGERS ST.
 City BLOOMINGTON State IN
 Zip Code 47404

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

BPW: _____

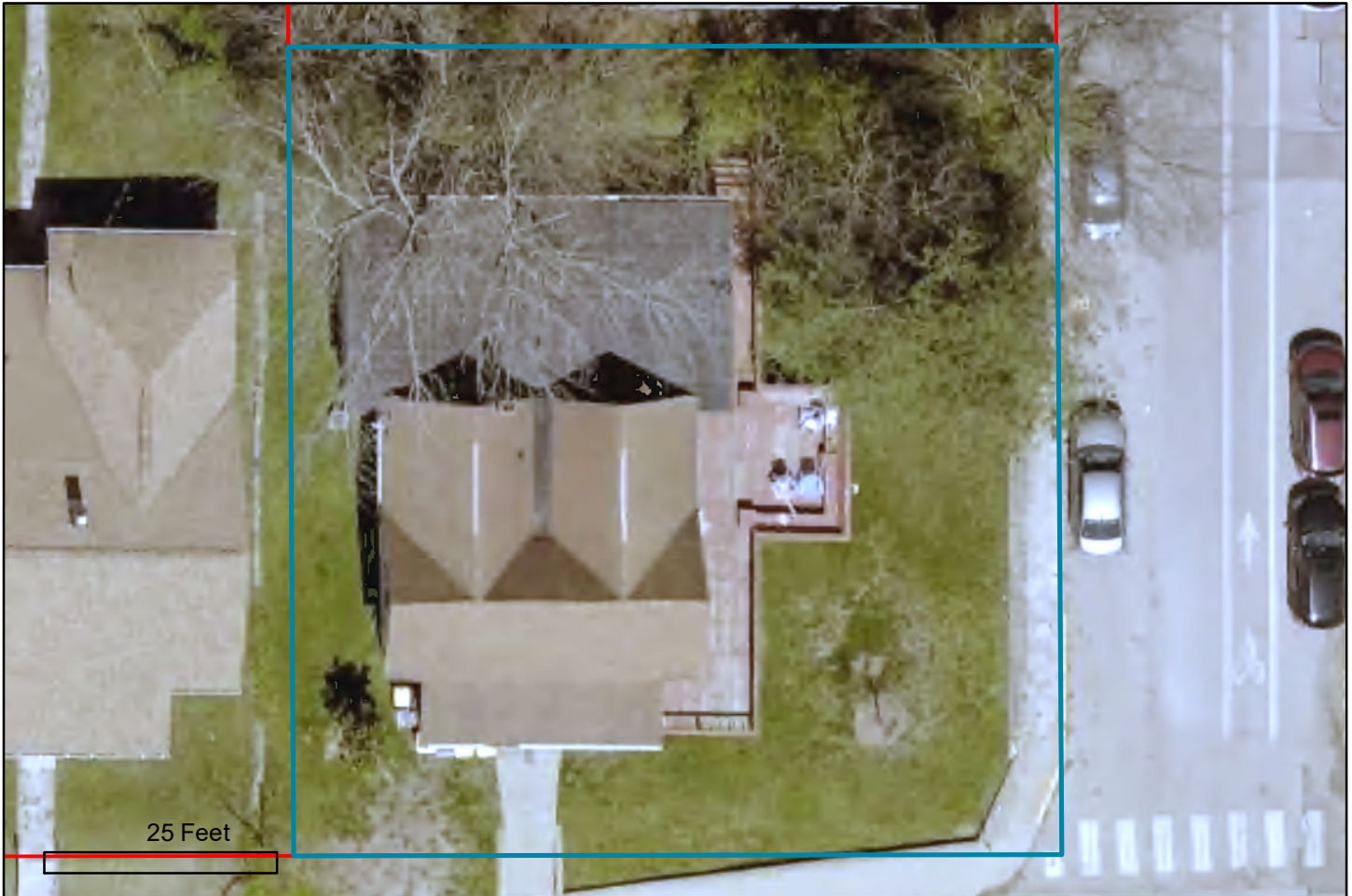
Mail Copies To: Resident: Owner: Agent: _____





Monroe County, IN

221 E 10th ST, Bloomington, IN 47408-3405
53-05-33-208-010.000-005



Parcel Information

Parcel Number: 53-05-33-208-010.000-005
Alt Parcel Number: 013-20700-00
Property Address: 221 E 10th ST
Bloomington, IN 47408-3405
Neighborhood: 1310 Trending 2006 - A
Property Class: 2 Family Dwell - Platted Lot
Owner Name: Chickering Rentals LLC
Owner Address: 214 N Rogers St
Bloomington, IN 47404
Legal Description: 013-20700-00 REEDS PT (80'X 76')
LOTS 7 & 8; 221 E 10TH ST

Taxing District

Township: BLOOMINGTON TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

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



Appeal of Trash 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 Trash 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 Trash 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: Lyndsi Brown Phone Number 812-360-1975

Citation Number: 45813 Date on Trash Citation: 6/25/20

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

Local Address:
214 N Rogers Street
Bloomington, Indiana 47404

Permanent Address:
Same as listed

Today's Date: 6/30/2020

Reason for Appeal: This address is a rental location that has been vacant since spring break due to COVID-19 the trash in question looks like it was left by a transient person. We have seen several in the area and have had to remove them from several properties. I do not feel it is fair to charge my tenants for the clean up when they aren't residing at the location in question. Additionally, it is not their trash to clean up. I would agree to have my maintenance men dispose of the debris if this ticket is marked down to a warning.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Trash citation and received the date of 6/30/2020
When the Board of Public Works will consider my appeal.

Signature Lyndsi Brown

Date 6/30/20

City of Bloomington's Board of Public Works
Order on Appeal of Notice of Violation
Tickets #45813

This matter is before the Board of Public Works for Appeal of a Notice of Violation under ticket numbers #45813 (the "NOV") at 221 E. 10th Street, Bloomington, IN (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, July 07, 2020.

The Board of Public Works now finds as follows:

1. Chickering Properties, LLC ("Owner") owns the Property.
2. On June 25, 2020, Neighborhood Compliance Officer Mike Arnold inspected the Property issued the NOV for deposit of garbage in violation of BMC § 6.06.020
3. The owner of the Property shall be considered a responsible party with liability for fines and responsibility for remedy of the NOV. See BMC § 6.06.070(a).
4. The NOV was properly served upon the Owner by leaving a copy of the NOV in a conspicuous place at the location of the violation, and by mailing a copy by first class mail to the Owner in accordance with BMC § 6.06.070(b).
5. The Owner admits in its written appeal that it suffered garbage to be placed or deposited on the Property which is a violation of BMC § 6.06.020.

After reviewing all of the evidence and testimony presented, the Board of Public Works now Orders that the Appeal of NOV #45813 is hereby denied.

So Ordered this 7th Day of July, 2020.

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

Staff Report

To: Board of Public Works

From: Jo Stong/Chris Wheeler

Date: July 7, 2020

Re: Request to Abate property at 3811 N. Kinser Pike, Bloomington, IN

Attachments:

1. Notice of Violation Issued on May 20, May 27, June 12 and June 24, 2020.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

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 May 20, May 27 and June 12, 2020, Neighborhood Compliance Officer Jo Stong inspected the property located at 3811 N. Kinser Pike, Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV were issued to Robert L. Wagner (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 was/were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The 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 and that the order be continuous in nature.

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee	\$	
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	6.90

Postmark
Here

Robert Wagner
3811 N KINSER PIKE
BLOOMINGTON, IN 47404

for Instructions

7019 0700 0002 2143 9207



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: Robert L Wagoner ("Property Owner")

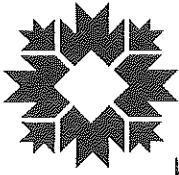
The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **3811 N. Kinser Pike**, Bloomington 47404, under parcel number 53-05-20-401-036.000-005 and whose legal description is 013-08810-00 FRITZ TERRACE 1ST LOT 63 (Hereinafter the "Property").

If the Board of Public Works grants HAND's request, then HAND or its third party contractor will enter into and onto 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 fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue; said costs being collected as taxes are collected.

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday July 7, 2020 via ZOOM meetings**. Please contact the Office of Public Works at **812-349-3410** or email at **public.works@bloomington.in.gov** for further information.

The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.

Fines are not appealed at this meeting



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 5.20.20 ^{Wed} Time 12:10P Address/location 3811 N. Kinser Pike

Issued by: 230

BMC 6.04.110 Carts, containers 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 solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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 or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45473

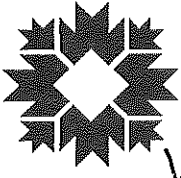
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

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 "The City of Bloomington."** 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 Robert L. Wagner
 Address 3811 N. Kinser Pike
 City Blythn. State W
 Zip Code 47401

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



Notice of Violation

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

Date 5-27-20 ^{Wed} Time 11:07A Address/location 3811 N. Kinser 47404

Issued by: 230

BMC 6.04.110 Carts, containers 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 solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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 or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 **\$100** **\$150** **Warning (No fine due at this time)** Ticket# 45573

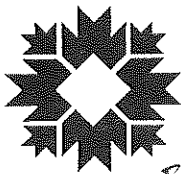
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

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 "The City of Bloomington." 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 Robert L. Wagner
 Address 3811 N. Kinser
 City Blgtn State IN
 Zip Code 47404

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



Notice of Violation

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

Date 6-12-20 Time 3:14 P Address/location 3811 N. Kinser 47404

Issued by: 230

BMC 6.04.110 Carts, containers 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 solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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 or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45696

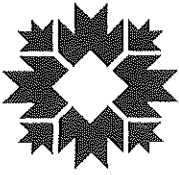
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

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 "The City of Bloomington." 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 Robert Wagner
 Address 3811 N. Kinser Pike
 City Blgtn. State IN
 Zip Code 47404

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



Notice of Violation

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

Date 6-24-20 ^{wed} Time 11:25 A Address/location 3811 N. Kinser Pike

Issued by: 230 47404

BMC 6.04.110 Carts, containers 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 solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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 or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** Ticket# 45785

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 "The City of Bloomington."** 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 Robert L. Wagner
 Address 3811 N. Kinser Pike
 City Bloom State IN
 Zip Code 47404

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





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VISIT MENARDS.COM

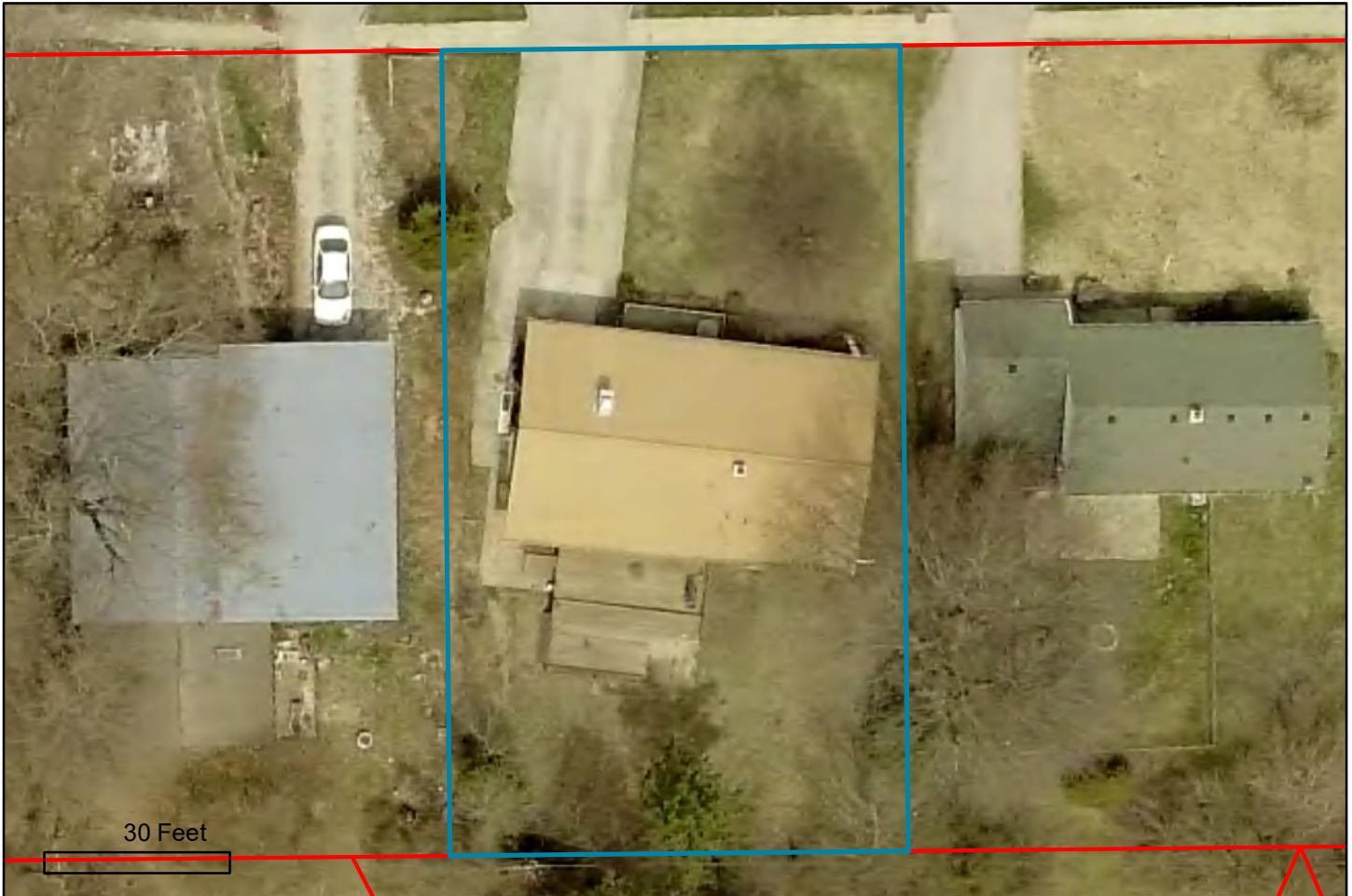
Dedicated to Service & Quality

Address Name
Address
City
Zip Code
Mail Carrier



Monroe County, IN

3811 N Kinser PIKE, Bloomington, IN 47404-1869
53-05-20-401-036.000-005



Parcel Information

Parcel Number: 53-05-20-401-036.000-005
Alt Parcel Number: 013-08810-00
Property Address: 3811 N Kinser PIKE
Bloomington, IN 47404-1869
Neighborhood: Fritz Terrace - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: Wagner, Robert L
Owner Address: 3811 N Kinser Pike
Bloomington, IN 47404
Legal Description: 013-08810-00 FRITZ TERRACE 1ST LOT
63

Taxing District

Township: BLOOMINGTON TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.22	



City of Bloomington Housing and Neighborhood Development

On May 20, May 27, June 12 and June 24, 2020 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 3811 N. Kinser Pike. 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 to do so continuously as needed through May 20, 2021.**

BPW Meeting Date: July 7, 2020

Abatement Approved: Y/N

Property Owner: Robert L. Wagner

Address: 3811 N. Kinser Pike

Is this a rental? No

Agent: N/A

Address: N/A

Parcel Number: 53-05-20-401-036.000-005

Legal Description: 013-08810-00 FRITZ TERRACE 1ST LOT 63

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 May 20, May 27 and June 12, 2020, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, July 07, 2020.

The Board of Public Works now finds as follows:

1. Robert L. Wagner (Hereinafter the "Owner") owns the real estate located at 3811 N. Kinser Pike, Bloomington, IN 47404, under parcel 53-05-20-401-036.000-005 and whose legal description is 013-08810-00 FRITZ TERRACE 1ST LOT 63 (Hereinafter the "Property").
2. On May 20, May 27 and June 12, 2020, 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 the City's request to abate the Property 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. The City, via either its employees or a third-party private contractor hired by the City, is authorized 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, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, 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 the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at

this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 20th DAY OF MAY, 2021.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 7th Day of July, 2020.

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

Staff Report

To: Board of Public Works

From: Norman Mosier/Christopher J. Wheeler

Date: July 7, 2020

Re: Request to Abate property at 2611 E. Roundhill, Bloomington, IN

Attachments:

1. Notices of Violation Issued on April 30, May 7, May 13, May 20, and May 22, 2020.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

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 4/30/2020, 5/7/2020, 5/13/2020, 5/20/2020, 5/22/2020, Neighborhood Compliance Officer Norman Mosier inspected the property located at 2611 E. Roundhill, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV was/were issued to Alex Gul (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 BMC § 6.06.070(b).
6. The 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 and that the order be continuous in nature.

this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 20th DAY OF MAY, 2021.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 7th Day of July, 2020.

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



City of Bloomington
Housing and Neighborhood Development

On 4/30, 5/7, 5/13, 5/20, 5/22/20, Housing and Neighborhood Development (HANDY) issued a ticket for the following violation of the City of Bloomington Municipal Code.

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 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 2611 E. ROUNDHILL LN. 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.

BPW Meeting Date: 6-9-20 Abatement Approved: (Y/N)

Property Owner: ALEX GUL

Address: 2611 E. ROUNDHILL LN.

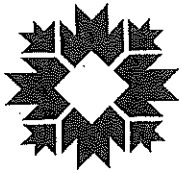
Is this a rental? (Y/N)

Agent: N/A

Address:

Parcel Number: 53-08-10-403-002.000-009

Legal Description: 015-11230-00 SPICEWOOD SEC 1 LOT 36



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 5-7-20 Time 10:50 Address/location 2611 E. ROUNDHILL LN. 47401

Issued by: 2017

BMC 6.04.110 Carts, containers 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 solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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 or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

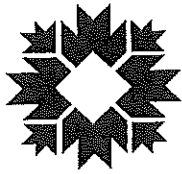
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: MOW ENTIRE YARD OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

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 "The City of Bloomington." 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 ALEX GUL
 Address 2611 E. ROUNDHILL LN.
 City BLGTN. State IN.
 Zip Code 47401

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



Notice of Violation

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

Date 5-13-20 Time 2:55 Address/location 2611 E. ROUNDHILL LN. 47401

Issued by: 207

BMC 6.04.110 Carts, containers 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 solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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 or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

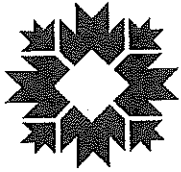
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2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), 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 ALEX GUL
 Address 2611 E. ROUNDHILL LN.
 City BLGTN State IN.
 Zip Code 47401

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



Notice of Violation

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

Date 5-28-20 Time 3:45 Address/location 2611 E ROUNDHILL LN. 47401

Issued by: 207

BMC 6.04.110 Carts, containers 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 solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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 or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

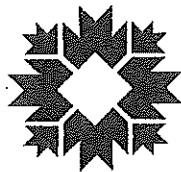
Comments: MOW ENTIRE YARD OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

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 "The City of Bloomington." 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 ALEX GUL
 Address 2611 E ROUNDHILL LN.
 City BLOOMINGTON State IN.
 Zip Code 47401

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

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 5-22-20 Time 11:15 Address/location 2611 E. ROUNDHILL LN. 47401

Issued by: 207

BMC 6.04.110 Carts, containers 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 solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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 or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

Comments: MOW ENTIRE YARD OR PROPERTY WILL BE ABATED.

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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 ALEX GUL
 Address 2611 E. ROUNDHILL LN.
 City BLOOMINGTON State IN
 Zip Code 47401

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



5-20-20
2611 E. ROUNDHILL LN.





SHADOW ROVE



SHADOW ROVE



SHADOW GROVE

SHADOW GROVE CT





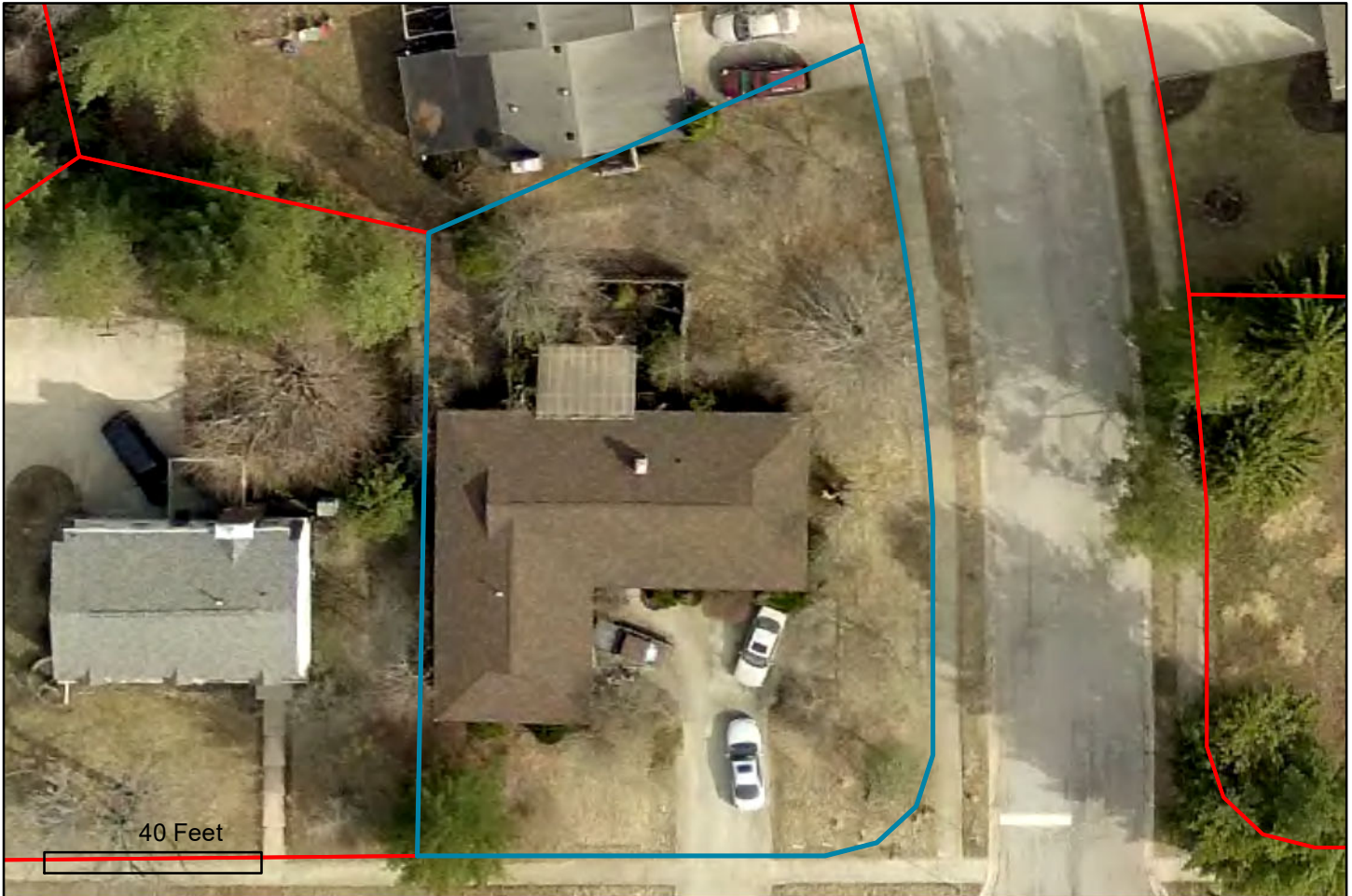
SHADOW GROVE CT



SHADOW GROVE

Monroe County, IN

2611 E Round Hill LN, Bloomington, IN 47401-4368
53-08-10-403-002.000-009



Parcel Information

Parcel Number: 53-08-10-403-002.000-009
Alt Parcel Number: 015-11230-00
Property Address: 2611 E Round Hill LN
Bloomington, IN 47401-4368
Neighborhood: Spicewood - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: Gul, Alexander
Owner Address: 2611 E Roundhill Ln
Bloomington, IN 47401
Legal Description: 015-11230-00 SPICEWOOD SEC 1 LOT 36

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.277	

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 4/30/2020, 5/7/2020, 5/13/2020, 5/20/2020, 5/22/2020, (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 9th, 2020.

The Board of Public Works now finds as follows:

1. Alex Gull (Hereinafter the “Owner”) owns the real estate located at 2611 E. Roundhill, Bloomington, IN, 53-08-10-403-002.000-009 and whose legal description is 015-11230-00 SPICEWOOD SEC 1 LOT 36. (Hereinafter the “Property”)
2. On 4/30/2020, 5/7/2020, 5/13/2020, 5/20/2020, 5/22/2020, City of Bloomington Neighborhood Compliance Officer, Norman Mosier, 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 the City’s request to abate the Property 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. The City, via either its employees or a third-party private contractor hired by the City, is authorized 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, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, 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 the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 30th DAY OF April, 2021.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 9th Day of June, 2020.

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

The Board of Public Works meeting was held on Tuesday, June 23 2020, at 5:30 pm virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Dana Palazzo
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Jo Stong – Housing and Neighborhood Dev.
Mike Arnold – Housing and Neighborhood Dev.
Jacqueline Moore – City Legal
Roy Aten – Planning and Transportation
Russell White – Planning and Transportation
Paul Kehrberg – Planning and Transportation
Sara Gomez – Planning and Transportation

Hollingsworth wanted to comment on the Kirkwood Dining Experiment. She read it was a great success. Hollingsworth wanted to thank the City staff that helped plan this.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

**TITLE VI
ENFORCEMENT**

Jo Stong, Housing and Neighborhood Dev., presented Approve Abatement at 740 S. Westwood Drive. See meeting packet for details.

**Approve Abatement at
740 S. Westwood Drive**

Board Comments: Hollingsworth asked if there has been any response. Stong said there has been responses, but the property owner does not seem to care about mowing the yard. Palazzo asked if this was for overgrowth and trash; Stong said just overgrowth of grass. Cox Deckard needed clarification on if the grass has been mowed. Stong explained that the yard was mowed once.

Hollingsworth asked if this will be continuous throughout the summer; Stong confirmed.

Hollingsworth made a motion to Approve Abatement at 740 S. Westwood Drive. Palazzo seconded. Motion is passed.

Mike Arnold, Housing and Neighborhood Dev., presented Approve Abatement at 1000 W. Countryside Lane. See meeting packet for details.

**Approve Abatement at
1000 W. Countryside Lane**

Board Comments: Hollingsworth needed clarification on the complaints. Arnold could not confirm or deny complaints since he has not been able to reach the owners. Cox Deckard asked if the notifications have been posted at the residences; Arnold confirmed.

Hollingsworth made a motion to Approve Abatement at 1000 W. Countryside Lane. Palazzo seconded. Motion is passed.

CONSENT AGENDA

- 1. Approval of Minutes – June 09, 2020**
- 2. Resolution 2020-30 Approve Donation and Recycling of Surplus – ITS**
- 3. Approval of Payroll**

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

NEW BUSINESS

Roy Aten, Planning and Transportation, presented Resolution 2020-29: Approve Public Benefit of B-Line Trail Extension and Multi-Use Path Project. See meeting packet for details.

**Resolution 2020-29:
Approve Public Benefit of
B-Line Trail Extension and
Multi-Use Path Project**

Board Comments: Hollingsworth asked how long this acquisition will take; Aten explained it could take from 6 months to 1 year. Cox Deckard asked if there will be any future connections. Aten said there are future plans to extend the trail toward the west. Adam Wason, Public Works, explained plans further.

Palazzo made a motion to Resolution 2020-29: Approve Public Benefit of B-Line Trail Extension and Multi-Use Path Project. Hollingsworth seconded. Motion is passed.

Russell White, Planning and Transportation, presented Approve Change Order #2 for the West Allen Street Traffic Calming Project. See meeting packet for details.

Approve Change Order #2 for the West Allen Street Traffic Calming Project

Hollingsworth made a motion to Approve Change Order #2 for the West Allen Street Traffic Calming Project. Palazzo seconded. Motion is passed.

White presented Approve Change Orders #6 and #7 for the Adams Street Sidewalk and Intersection Improvements Project. See meeting packet for details.

Approve Change Orders #6 and #7 for the Adams Street Sidewalk and Intersection Improvements Project

Board Comments: Palazzo asked if these are the last two change orders; White says he anticipates this is the last.

Palazzo made a motion to Approve Change Order #6 for the Adams Street Sidewalk and Intersection Improvements Project. Hollingsworth seconded. Motion is passed.

Hollingsworth made a motion to Approve Change Order #7 for the Adams Street Sidewalk and Intersection Improvements Project. Palazzo seconded. Motion is passed.

Paul Kehrberg, Planning and Transportation, presented Approve Request for Full Street Closure on North Fee Lane from East 13th to East 17th Street from Snedegar Construction. See meeting packet for details.

Approve Request for Full Street Closure on North Fee Lane from East 13th to East 17th Street from Snedegar Construction

Board Comments: Hollingsworth asked if he could explain the detour. Kehrberg explained the detours, which is highlighted in the meeting packet. Hollingsworth asked who is responsible for the construction signage; Kehrberg said it is Snedegar's responsibility. Palazzo asked if all the properties are IU; Kehrberg agreed. Cox Deckard asked if this will have an effect on the traffic plan on 10th St; Kehrberg said it does not overlap.

Hollingsworth made a motion to Approve Request for Full Street Closure on North Fee Lane from East 13th to East 17th Street from Snedegar Construction. Palazzo seconded. Motion is passed.

Kehrberg presented Approve Request for Lane Closure on North Fee Lane from 17th Street to State Rd. 45/46 Bypass by Milestone Contractors, LP. See meeting packet for details.

Board Comments: Hollingsworth asked about the detour plan. Kehrberg explained the detour plan in further detail as explained in the meeting packet.

Hollingsworth made a motion to Approve Request for Lane Closure on North Fee Lane from 17th Street to State Rd. 45/46 Bypass by Milestone Contractors, LP. Palazzo seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented Approve Acceptance of Public Improvements Associated with the B-Line Heights Residential Neighborhood. See meeting packet for details.

Palazzo made a motion to Approve Acceptance of Public Improvements Associated with the B-Line Heights Residential Neighborhood. Hollingsworth seconded. Motion is passed.

Adam Wason, Public Works, presented Approve Agreement with Harrell Fish, Inc. for Fluid Cooler Replacement and Temporary Fluid Cooler at City Hall. See meeting packet for details.

Board Comment: Hollingsworth asked when the cooler broke; Wason said 3 weeks ago. Palazzo asked if the cost was around what was expected; Wason agreed. Palazzo asked where the cooling tower is located. Wason said it's on the north side of the building. Palazzo asked about the do not exceed amount. Wason explained they wanted some leniency in case something else needed to be repaired, but that we shouldn't go over the bid amount.

Hollingsworth made a motion to Approve Agreement with Harrell-Fish, Inc. for Fluid Cooler Replacement and Temporary Fluid Cooler at City Hall. Palazzo seconded. Motion is passed.

Wason presented Approve Agreement with Umphress Masonry for Masonry Repairs at City Hall. See meeting packet for details.

Board Comments: Hollingsworth asked if the repairs have been started; Wason confirmed.

Approve Request for Lane Closure on North Fee Lane from 17th Street to State Rd. 45/46 Bypass by Milestone Contractors, LP

Approve Acceptance of Public Improvements Associated with the B-Line Heights Residential Neighborhood

Approve Agreement with Harrell-Fish, Inc. for Fluid Cooler Replacement and Temporary Fluid Cooler at City Hall

Approve Agreement with Umphress Masonry for Masonry Repairs at City Hall

Hollingsworth made a motion to Approve Agreement with Umphress Masonry for Masonry Repairs at City Hall. Palazzo seconded. Motion is passed.

**STAFF REPORTS &
OTHER BUSINESS**

Wason asked the Board to reject all bids for the repairs at the Morton Street Parking Garage due to budgeting. Hollingsworth asked when this item will be open again to bid. Wason said he is hoping in spring of 2021, which is dependent on revenue. Cox Deckard needed clarification on the repairs needed for this garage. Wason explained it's for routine and preventative work. Wason explained nothing urgent is needed for this garage at this time.

Hollingsworth made a motion to reject all bids for the 2020 Morton Street Garage. Palazzo seconded. Motion is rejected.

Wason wanted to say the Kirkwood closure went very well. Business owners are wanting to do it again this weekend. Due to the forecast, it may need to be rescheduled. Wason said there are no concrete plans on how long this will take place. Wason wanted to thank Mark Marotz, Parks and Recreation, for his efforts of going above and beyond for the City. Hollingsworth asked if there will be any other streets that will be closed for Dining Downtown. Wason explained there are no other plans at this time, but if it does, it will require further coordination.

APPROVAL OF CLAIMS

Hollingsworth made a motion to approve claims in the amount of \$876,092.00. Palazzo seconded. Claims are approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 6:14 P.M.

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/2/2020	Payroll				443,405.90
					<u>443,405.90</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 \$ 443,405.90

Dated this 7th day of July year of 2020.

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: Approval of Preliminary Engineering Contract with American Structurepoint, Inc. for the E. Discovery Pkwy Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Interim Transportation and Traffic Engineer

Date: 7/7/2020

Report: This project will resurface a portion of East Discovery Pkwy and install a section of multiuse path along the north side of the street. The project may also involve some curb relocation in order to improve access for emergency service vehicles. Construction is anticipated in 2021.

American Structurepoint was selected to perform the design for this project due to their familiarity with the area and adjacent projects as well as their ability to perform the work. The contract is set at a not-to-exceed amount of \$101,225.

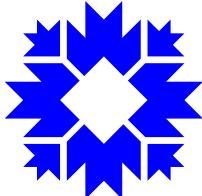
Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Contract with American Structurepoint, Inc. for the E. Discovery Pkwy Project.

Recommend Approval Denial by Neil Kopper

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Potential Future Item	2021
Design Services Contract	Current Item	7/7/2020
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	Future	2021
Construction Contract	Future	2021



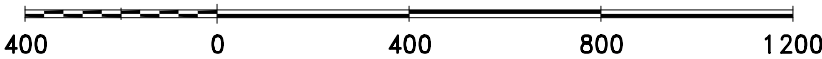
City of Bloomington
Planning & Transportation



Scale: 1" = 400'



By: koppern
2 Jul 20



For reference only; map information NOT warranted.

PROJECT NAME: E. Discovery Parkway

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2020, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and American Structurepoint, Inc. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive design services for improvements to E. Discovery Parkway in Bloomington, Indiana; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Planning and Transportation Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstances at the same time and in the same or similar locality.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Neil Kopper, Project Engineer, Department of Planning and Transportation (“Kopper”), to serve as the Board’s representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board’s requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid for the project, including fees and expenses, shall not exceed the amount of **One Hundred One Thousand, Two Hundred Twenty-Five Dollars (\$101,225)**. This sum include salaries, payroll taxes and insurance,

employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the 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.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant 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 the Consultant'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 Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

If Consultant for any reason is not allowed to complete all the services called for by this Agreement, the Consultant shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by the Consultant if used, reused, changed or completed by the Board or another party. Accordingly, the Board agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by the Consultant.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant 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 Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, 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") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent

act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant 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. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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 Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. 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 17. 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 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Consultant's work and/or with the City human resources department or the Bloomington

Human Rights Board. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Planning and Transportation Dept.
Attn: Neil Kopper
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

American Structurepoint, Inc.
Attn: Willis R. Conner
9025 River Road, Suite 200
Indianapolis, Indiana 46240

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee' Employment Status: Consultant 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.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant 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 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth. This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

Consultant

City of Bloomington
Board of Public Works

American Structurepoint, Inc.

By: _____
Kyla Cox Deckard, President

Cash E. Canfield, PE
Executive Vice President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

A. GENERAL

The Consultant shall provide engineering and road design plans, preliminary opinions of probable construction cost, and other submittal documents for the improvements of E. Discovery Parkway in the City of Bloomington, Monroe County, Indiana.

B. ROAD DESIGN AND PLAN DEVELOPMENT

1. The Consultant shall prepare Stage 1 (25% submission), Preliminary Field Check (40% submission), and Final Plans (100% submission), special provisions for the specifications, and opinions of probable construction cost, which will 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: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets*, City of Bloomington roadway standards, NACTO and other relevant design guidance and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions. The opinion of probable cost for construction shall be prepared as described in Paragraph E.
 - a. The road design limits are generally described as follows, and as shown in Attachment A:
 - 1) E. Discovery Parkway from a point approximately 1,220' east of the proposed intersection of SR 46 and E. Discovery Parkway, along E. Discovery Parkway, to a point approximately 1250' from the project start point.
 - b. The anticipated project design scope is described below:
 - 1) Resurfacing and full depth patching of the existing roadway.
 - a) Roadway will be milled and resurfaced with single lift overlay to match the existing elevation and curb along the roadway.
 - b) Pavement patching will be determined based upon estimated percentage of area needing repair. Actual patching limits will be determined by the City's field personnel at the time of construction.
 - c) Curb replacement or modifications within the project limits to accommodate emergency vehicles; including replacement of inlet castings if necessary. It is assumed that inlet casting replacement will not adversely affect drainage and no storm sewer analysis or design will be required.
 - 2) 10' multi-use (HMA) path with 5' tree buffer along the north side of E. Discovery Parkway.

- a) Path and buffer widths may be varied in order to eliminate or reduce impacts to streams, permits, and existing roadway culverts.
- c. The Consultant will attend an on-site preliminary field check meeting at the appropriate time (40% complete plans) during the design phase.
- d. The Consultant will attend a pre-bid meeting
- e. The Consultant will prepare any unique special provisions required for the project to supplement INDOT and City of Bloomington standard specifications.
- f. The Consultant will evaluate bids and recommend bid award for the project.
- g. The Consultant will, as needed, make arrangements for and attend meetings by phone or remote conferencing. No in-person meetings will be required beyond the Field Check and Pre-Bid meetings.

C. UTILITY COORDINATION

The Consultant shall provide coordination necessary to prepare application documents and process utility relocation coordination to secure appropriate certifications and approvals necessary for construction of the project, including coordinating with utilities and supplying necessary plans and design information for coordination of utility relocations in accordance with Indiana Design Manual Chapter and 105 IAC 13.

D. ENVIRONMENTAL SERVICES

The Consultant shall conduct a Red Flag Investigation (RFI) of the project corridor. The Red Flag investigation will 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 will 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 will be produced. The RFI will be prepared in general accordance with the INDOT Hazardous Materials Unit Operating Manual, Section 3.1.

The Consultant shall carry out environmental analyses and develop the appropriate level of State Environmental Policy documentation for the project in accordance with INDOT environmental procedures as determined by the anticipated project impacts. A State Categorical Exemption is anticipated for this project. 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* and revisions thereto. Copies of these documents are on file with INDOT and are incorporated by reference and made a part hereof. If during consultation with INDOT it is determined that a State Environmental Assessment, State Environmental Impact Statement, or Federal NEPA evaluation is warranted for the project, the services required to complete these additional investigations will be considered out of scope and additional or supplemental services will be required.

The Consultant shall provide specialized studies required to complete the environmental document including evaluation of potential historic or cultural resources. The Consultant shall prepare appropriate Historic Preservation documentation in accordance with the INDOT Cultural

Resources Manual. The Consultant shall attend up to two meetings with local historic preservation stakeholders to discuss the project and its potential impacts to historic properties. The Consultant shall prepare appropriate documentation to present the project to the Indiana Historic Preservation Review Board (IHPRB) and submit an application for a Certificate of Approval (COA) to the board. It is anticipated the project will result in a finding of "No Adverse Effect." If additional meetings with local stakeholders are required, consultation with INDOT and the IHPRB result in a finding of "Adverse Effect," or the COA is tabled after one review by the IHPRB; additional services will be required to complete the Certificate of Approval process. These additional services will be considered out of scope, and additional or supplemental services will be required to complete this task.

The Consultant shall prepare necessary documentation to notify adjacent property owners about the project and solicit comments on the proposed scope of work. If the Owner requests additional public involvement meetings be held, additional or supplemental services will be required to facilitate these meetings.

The Consultant will conduct informal consultation with the USFWS regarding the presence of threatened or endangered species [specifically the Indiana bat (*Myotis sodalis*), northern long-eared bat (*Myotis septentrionalis*), and/or the gray bat (*Myotis grisescens*)] in the project area, the potential effect of the proposed project on those species, and appropriate conservation measures. If during informal consultation it is determined that formal consultation would be required, these additional services will be considered out of scope, and additional or supplemental services will be required to complete this task. If the project requires off-site mitigation or the USFWS issues any determination other than no effect, the effort to prepare and coordinate documentation requested or required by the USFWS, including the modification of the proposed project, studies required to determine suitable mitigation sites, assistance in the application of an exemption, or other related services shall be considered a change in the scope of services, and additional or supplemental fees will be required.

An analysis of Noise Impacts is not anticipated, as the scope of the proposed project is consistent with a Type 3 project, as defined in the most recent version of the INDOT Traffic Noise Analysis Procedures and revisions thereto. If during consultation with INDOT it is determined an analysis of noise impacts is required, services required for determining existing noise levels, identification of noise receivers, predictions of future noise levels, evaluation of impacts, and an analysis of noise abatement will be considered out of scope and additional or supplemental fees will be required.

The Consultant shall prepare a Wetland Delineation, including Qualitative Habitat Evaluation Index for streams to determine the presence of wetlands and other aquatic resources that are regulated by the US Army Corps of Engineers (USACE) and/or Indiana Department of Environmental Management (IDEM). The Wetland Delineation Report will include the location of wetlands or waterways and coordination with the design engineers regarding avoidance alternatives for the proposed project. The Wetland Delineation will be prepared in accordance with the USACE Wetland Delineation Manual (1987) and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.

The Consultant shall prepare and submit the appropriate permit applications for the project including Section 401 Regional General Permit (RGP) to IDEM and Section 404 RGP to the USACE. If during coordination with the USACE or IDEM it is determined that an individual permit and/or mitigation is required for impacts to water resources, the work to identify potential sites and to prepare mitigation plans or other related services shall be considered a change in the scope or work, and additional or supplemental services will be required.

If the Consultant is required to provide an environmental service not listed above, the work to provide such additional service shall be considered a change in the scope of work. The environmental services required to develop this project shall be in accordance with the *Procedure Manual for Preparing Environmental Documents* dated 2008 and the most recent version of the *Categorical Exclusion Manual* and any revisions thereto. Copies of these documents are on file with the INDOT and are incorporated by reference and made a part hereof.

E. OPINION OF PROBABLE COST FOR CONSTRUCTION

The opinion of probable cost will be prepared for each submittal stage according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but will not include the cost of such items of work for which the Owner, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used will be in accordance with the methods used by INDOT.

F. DELIVERABLES

Upon completion and final approval of the services by the Owner, the Consultant shall deliver to the Owner the following.

For Final Road Plans:

1. One set of final approved tracings of the contract plans drawn to a suitable scale on standard 24" x 36" sheets.
2. One set of plan sheets in Adobe Acrobat® .pdf format.
3. One set of Special Provisions for the Specifications
4. One copy of the opinion of probable construction cost

Additional general data will be issued at the mutual agreement of the Consultant and the Owner. The Consultant does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the Consultant.

1. During the course of construction, the Consultant shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the Consultant's plans. All such inquiries will be made only by persons designated by the Owner to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The Consultant shall not be required to respond to inquiries by persons other than the Owner's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

2. As needed and directed by the Owner, the Consultant shall perform construction-phase utility coordination services.

G. EXCLUDED SERVICES

The following items are excluded from the scope of services but may be added if requested by the owner.

1. Geotechnical Services (assumed provided by others)
2. Pavement Structural analysis and design
3. Right-of-Way Engineering
4. Route Survey Plat
5. Site visit and determination of patching limits for pavement repair
6. In-person design coordination or stakeholder meetings (except for field check)
7. Rule 5 Permit application and submittal
8. Stormwater drainage design and/or drainage report
9. Culvert analysis and/or design and report
10. Stormwater detention design and analysis
11. Stormwater quality design and analysis
12. Full Depth Pavement Design (Use City Standards for any full depth sections)
13. Landscape and/or streetscape design beyond specification of street trees
14. Land acquisition services
15. Engineering Assessment (including alternatives analysis)
16. Public or private utility relocation design
17. Lighting design or analysis
18. INDOT Federal funding submittals and reviews
19. Railroad Coordination
20. Subsurface Utility Engineering Services
21. Utility Coordination beyond stated project limits
22. Construction Inspection Services
23. Contract Book Preparation
24. Bid Advertisements
25. Mitigation Services
26. Traffic Signal or Signal interconnect design
27. Collection of traffic counts
28. Analysis of roadway network, intersections, or driveways

29. State Historic Properties, No Historic Sites or Structures

30. Only State of Indiana funds utilized for project construction, no federal matching funds
If Owner requests a significant change to the design of any project element after approval of the Preliminary Field Check Plans (40% submission), the Consultant and Owner will discuss such change and mutually determine if such change shall be considered additional services for an additional fee provided the Owner's request is not a result of errors, or omissions for which the Consultant is responsible. Owner and Consultant shall negotiate in good faith to determine the scope of the change and associated additional design fee.

H. INFORMATION AND SERVICES PROVIDED BY OWNER

The following will be designed to INDOT and City of Bloomington Standards, as applicable, unless directed otherwise by the Owner.

1. Criteria for design and details for signs, signals, lighting, roundabouts, highway, structures, etc.
2. Previously studied survey, environmental, and geotechnical data from IU Health
3. Specifications and standard drawings applicable to the project
4. All written views received by the Owner pertinent to the location and environmental studies
5. Traffic assignments and projections to design hour volumes
6. Available data from the transportation planning process
7. Plans of existing storm sewer systems within the project limits, if available
8. Any stormwater analysis performed for systems existing in or around the project limits
9. Utility plans available to the Owner covering utility facilities and underground conduits within or adjacent to the project limits
10. Guarantee of access to enter upon public and private lands as required for the Consultant to perform services under this Agreement.
11. All legal services as may be required for development of the project
12. An Owner representative with decision-making authority for inquiries
13. Payment of all permit and review fees required by agencies having jurisdiction over this project
14. All information required to file a Permit Bond required for work within INDOT and City of Bloomington owned Right-of-Way

**EXHIBIT B
COMPENSATION**

1. The Consultant shall be compensated for services to be performed under this Agreement a total fee not to exceed \$101,225 unless approved in writing by the Owner.
2. The Consultant shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Agreement shall not exceed \$86,225 unless approved in writing by the Owner.

a. Roadway Design and Plan Development	\$56,700
b. Utility Coordination	\$5,700
c. Site Categorical Exclusion Memo and Wetland Delineation	\$18,325
d. Water Quality Permitting (if authorized)	\$5,500

3. The Consultant shall receive payment for the Qualified Professional Cultural Resources (Archaeology) work performed under this Agreement based on the specific cost of the work performed by the qualified professional. The final amount will be adjusted according to the actual work performed; however, the final amount shall not exceed \$10,000 unless and until a supplemental agreement is executed.
4. The Consultant shall be compensated for Construction Phase Design services to be performed under this Agreement on an hourly basis. The total obligation under this portion of the Agreement shall not exceed \$5,000 unless approved in writing by the Owner.

a. Hourly Rate Schedule

Principal-in-Charge	\$223.50
Project Manager	\$212.02
Project Engineer	\$130.31
Staff Engineer	\$92.49
Senior Technician	\$120.43
Technician	\$73.06
Surveyor	\$95.03
Survey Crew	\$61.40

- b. The hourly rates may be adjusted after November 1, 2021 on an annual basis.

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

All services by the Consultant under this agreement shall be completed and delivered to the Owner for review and approval within the following approximate time periods, exclusive of Owner's review time. For the purpose of contract control, the services will be submitted by the Consultant to the Owner.

Milestone	Estimated Completion	Comments
Notice to Proceed	July 2020	
Survey	July 2020	Provided by City/IUH
Stage 1 (25%) Plans	September 2020	
Preliminary Field Check Plans (40%)	November 2020	
State CE Document Submitted for Approval	December 2020	
Final Plans (100%)	February 2021	
Project Letting	April 2021	Determined by City based on funding

Note: if previously completed survey by others is authorized for use, project schedule can be adjusted accordingly

EXHIBIT D
KEY PERSONNEL

Consultant will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

Position/Responsibility

Principle in Charge

QC/QA Manager

Project Manager

Environmental Project Manager

Name

Mike McBride, PE

Mike Maurovich, PE

Nick Murphy, PE

Briana Hope

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

1. The undersigned is the Executive Vice President of American Structurepoint, Inc.
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
3. 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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Cash E. Canfield, PE
Executive Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Cash E. Canfield and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public

Printed name

My Board Expires: _____
County of Residence: _____
Commission #: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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 _____, 2020.

American Structurepoint, Inc.
(Name of Organization)

By: _____
Cash E. Canfield, PE
Executive Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public

Printed name

My Board Expires: _____
County of Residence: _____
Commission #: _____



Board of Public Works Staff Report

Project/Event: Request for temporary right of way use
Staff Representative: Paul Kehrberg
Petitioner/Representative: Rob Tolle, WDG Construction Group, Inc.
Date: July 7th, 2020

Report: WDG Construction Group, Inc. is requesting temporary right of way use as part of their project at 910 and 916 North College Avenue. They will be installing a pedestrian walk around along the east side of N College Ave from the railroad overpass to W 14th St. This will allow them to replace the sidewalk adjacent to the construction site. They are also requesting to use the east/west alley while they finish construction. They will also be repaving the alley. The sidewalk will be completed by July 21st, 2020. The alley will be completed by August 30th, 2020. Traffic control will be in place until the completion of the project.

WDG Construction Group, Inc. has supplied maintenance of traffic plans for all of the work. They have also sent notices to property owners about the BPW meeting and scope of their work.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to WDG Construction Group, Inc. for the temporary traffic control on location.

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

Paul Kehrberg



July 2, 2020

14th & College Holdings, LLC
770 3rd Ave SW
Carmel IN 46032

To Whom it May Concern,

Concerning the construction currently underway at 14th and College adjacent to your property, as the general contractor we will be requesting closure of the sidewalk in front of our project on the east side of N College Ave. Per the City Code 12.04.110, when obstructing a sidewalk, we are required to provide a walkaround. That walkaround will be 5' off the curb into the parking lane on the east side of N College Ave. This walkaround will start at 14th Street and conclude just before the train bridge south of 14th Street and our project. Additionally, we will be closing the alley that runs east and west from N College Ave to N Walnut Ave through our property.

The Board of Public Works meeting where this will be heard and discussed occurs on Tuesday, July 7th at 5:30.

Sincerely,

A handwritten signature in dark ink that reads 'Robert E. Tolle'.

Robert E. Tolle
Wdg Construction Group
Vice President



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: 916 N. College Ave 14th Street Train Bridge
(Street) (From) (To)

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

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

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: _____

Date(s) of Closure: From 6-29-2020 To 7-11-2020
> 2 weeks? Yes No

Start Time: 7 : 00 a.m. / p.m.
End Time: 5 : 00 a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: WDG Construction Group
Contact Person (Printed Name): Chris Deckert
Contact Email: Chris.Deckert@wdgcorp.com Contact Phone No.: 269-985-8373
Signature: [Signature] Date: 6-23-2020

For Administration Use Only

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



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: 916 N. College Ave 14th Street Train Bridge
(Street) (From) (To)

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

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

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: _____

Date(s) of Closure: From 7/8/2020 To 8/31/2020
> 2 weeks? Yes No

Start Time: 7 : 00 a.m. / p.m.
End Time: 5 : 00 a.m. p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

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

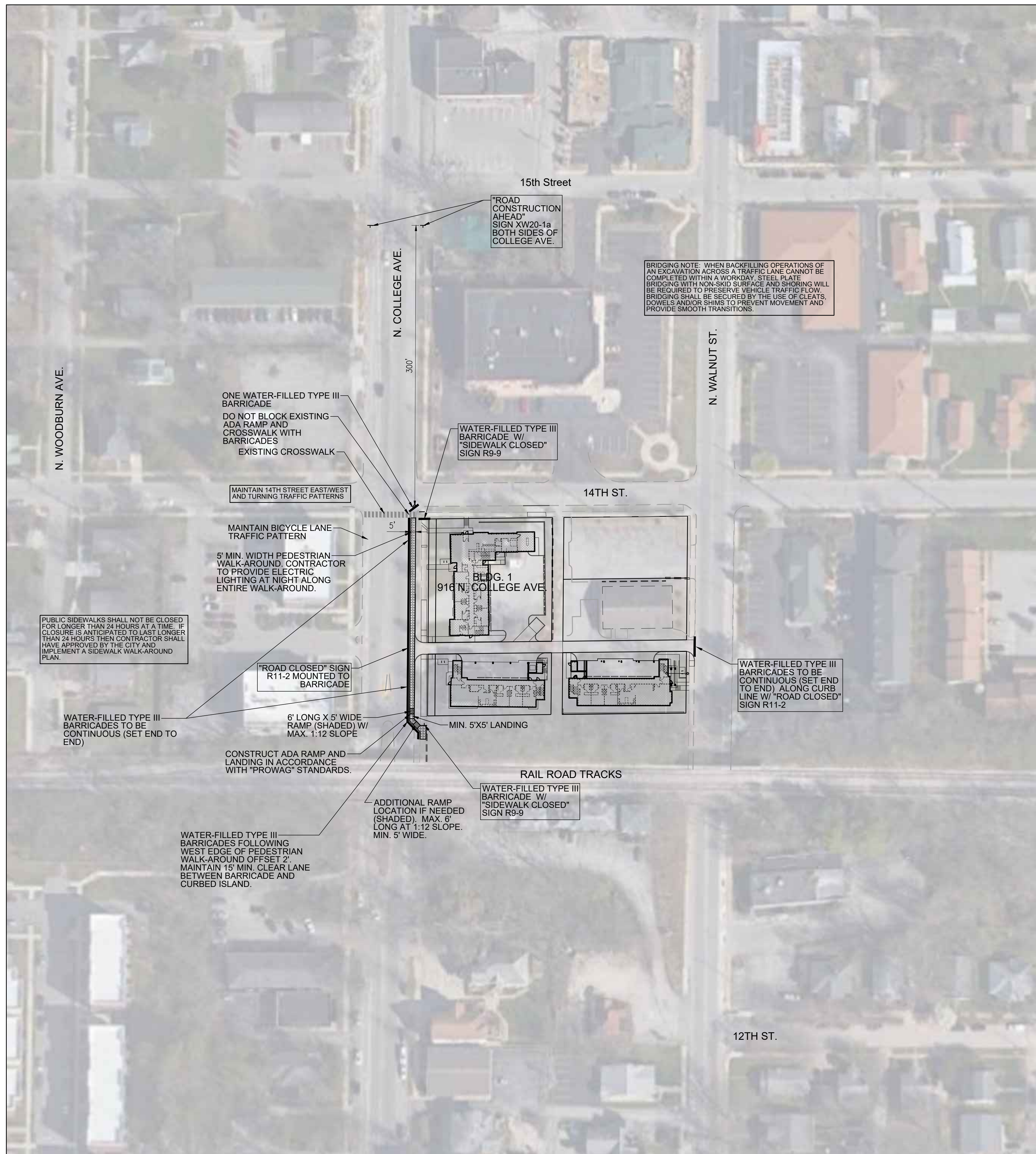
Applicant Information:

Name or Organization: wdg Construction Group
Contact Person (Printed Name): Rob Tolle
Contact Email: rob.tolle@wdgco.com Contact Phone No.: (317)610-0116
Signature: Robert E Tolle Date: 7/2/2020

For Administration Use Only

Approved By: _____ BPW City Engineer Director Date: _____

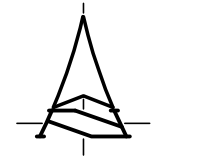
Staff Representative: _____ Phone#: _____ Date: _____



NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

revisions:



SCALE: 1"=60'

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

Bloomington, Indiana
(812) 339-2990 (Fax)

BBB
BYNUM FANYO & ASSOCIATES, INC.
528 north walnut street
(812) 332-8030



certified by *[Signature]*

**PROPOSED
CO-LIVE ROOMING HOUSE 1
for JBMF, LLC
916 N. COLLEGE AVE.
BLOOMINGTON, IN 47404**

title: MAINTENANCE OF TRAFFIC PLAN

designed by: JBT
drawn by: JBT
checked by: JSF
sheet no: C201
project no.: 401327



July 2, 2020

Via Electronic Delivery

Board of Public Works
City of Bloomington
401 N Morton Street
Bloomington IN 47404

RE: N College Ave Sidewalk Closure

Dear Board Members,

As the General Contractor for the project owned by 14th Street Partners, LLC at the corner of 14th Street and N College Ave, we respectfully request the temporary closure of the sidewalk on the east side of N College Ave from 14th Street to the railroad overpass to the south of 14th Street and our project to allow us time to replace the sidewalk. Due to the closure of the sidewalk, City Code 12.04.110 states that when obstructing a sidewalk, a walkaround is to be provided and the walkaround is to be 5' wide. Therefore, we are requesting closure of 5' off the curb into the parking lane on the road. This will not restrict traffic flow from 14th Street to the railroad overpass on N College Ave.

Additionally, we are requesting the closure of the alley that runs from west to east from N College Ave to N Walnut Ave.

We will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure this closure is well communicated. Therefore, we respectfully request that the Board of Public Works approves the closure as we have presented from July 8, 2020 through July 21, 2020.

Sincerely,

A handwritten signature in black ink that reads 'Robert E. Tolle'.

Robert E. Tolle
Wdg Construction Group
Vice President

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
and
WDG Construction Group, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and WDG Construction Group, Inc. outlines the binding conditions placed upon and agreed to by WDG Construction Group, Inc. in exchange for use by WDG Construction Group, Inc., its agents and subcontractors, of certain public right-of-way during the construction of the Co-Live multi-family apartments at 910 and 916 North College Avenue, in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from July 8th, 2020 through August 31st, 2020, inclusive.
2. Planning and Transportation shall allow WDG Construction Group, Inc. to block and restrict from general public usage the space along the east side of N College Ave between the railroad overpass and W 14th Street directly adjacent to the Construction Site as depicted in Exhibit “A”. WDG Construction Group, Inc. shall coordinate the placement of any and all construction notification and signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.
3. WDG Construction Group, Inc. shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, WDG Construction Group, Inc. shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
4. WDG Construction Group, Inc. shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by WDG Construction Group, Inc..

5. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
6. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
7. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
8. WDG Construction Group, Inc. agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of WDG Construction Group, Inc. use of the described right-of-way, whether such claims may be brought by the City of Bloomington or by any third party.
9. Prior to beginning work, WDG Construction Group, Inc. shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.
10. WDG Construction Group, Inc. shall make its on-site supervisory personnel available for bi-weekly meetings with the City Planning and Transportation staff for progress updates.
11. Rob Tolle, Vice President of WDG Construction Group, Inc. agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

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

Date: _____

By: _____
 Terri Porter, Director
 Planning and Transportation Dept.

Date: _____

WDG Construction Group, Inc.

By: Robert E. Tolle
 Rob Tolle, Vice President

Date: 7/2/2020

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: Change Order #7 for the West 17th Street Reconstruction Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: July 7, 2020

Change Order #7 consist of additional tree removal and additional rent for the field office.

The original contract amount for the project was \$3,026,526.18. Change Order #7 would result in an increase to the contract of \$13,540.75. The new contract sum would be \$3,366,957.23.

This project is TIF funded. The City of Bloomington will be reimbursed through an INDOT Interlocal Agreement and Community Crossings Matching Grant. Change Order is contingent upon approval of Redevelopment Commission.

Staff has reviewed the proposed change order and recommends approval of Change Order #7 for the West 17th Street Reconstruction Project.

Recommend **Approval** **Denial by Matt Smethurst**

Reed and Sons Construction, Inc.

**CHANGE ORDER
REQUEST**

299 Moorman Road
Bloomington, IN 47403

Phone: (812) 824-9237
Fax: (812) 824-6616

No. 12

TITLE: Change Order Request

DATE: 06/25/2020

PROJECT: City of Bloomington - Planning
17th Street Reconstruction Project

TO: Attn:
City of Bloomington
PO Box 100
Bloomington, IN 47402

DESCRIPTION

Extra Months of Jobsite Trailer

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Field Office additional months		5.000	Each	1,300.00	6,500.00
						Item Total:	\$6,500.00
						Total:	\$0.00
						Total:	\$6,500.00

APPROVAL

By: _____

By: _____

Date: _____

Date: _____

Reed & Sons Construction, Inc.

**CHANGE ORDER
REQUEST**

299 W. Moorman Road
Bloomington, IN 47403

Phone: 812-824-9237
Fax: 812-824-6616

No. 11

TITLE: Change Order Request

DATE: 04/20/2020

PROJECT: City of Bloomington - Planning
17th Street Reconstruction Project

TO: Attn:
City of Bloomington
PO Box 100
Bloomington, IN 47402

DESCRIPTION

Remove additional trees, cleanup, grind stumps, grade and sod -- see attached breakdown

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	MOT, Protection of work, cleanup, sod, topsoil, remove trees, cleanup		1.000 LS	7,040.75	7,040.75
				Item Total:	\$7,040.75
				Total:	\$0.00
				Total:	\$7,040.75

APPROVAL

By: _____

By: _____

Date: _____

Date: _____

CHANGE PROPOSAL

Reed and Sons Construction, Inc
 299 Moorman Road*Bloomington, IN 47403
 812-824-9237

PROPOSAL SUBMITTED TO:	PHONE:	Fax:	DATE:
City of Bloomington_P&T Dept			April 20, 2020
C/O: Address	Matt Smethurst (owner rep)	RESIDENT REPRESENTATIVE	Tom Mobley(BLN)
401 N Morton St	Job Name: West 17th St Reconstruction Project		
CITY, STATE & ZIP CODE	LOCATION		
Bloomington, IN	Monroe Cty		
ARCHITECT:	DATE OF PLANS	PLAN # / SHEETS	
		site visit	

Request for Change in Scope of Work

Per request to remove 2 additional trees, removal with use of crane to protect existing propoerties, cleanup, grind stumps below grade, grading, additional topsoil, and sod restoration.

1	DESCRIPTION	Unit Price	Qty	UNIT	SUBTOTAL
2	MOT, Protection of work, cleanup, sod and topsoil				included
3	Remove trees w/ crane, chip cleanup, grind stumps				included
4					
5					
6					
7					
8					
9					
10					
11					
12	Days to add to contract		10	days	
13	Requested change to original contract			\$	7,040.75

CHANGE PROPOSAL

Reed and Sons Construction, Inc
 299 Moorman Road*Bloomington, IN 47403
 812-824-9237

All other work not specified above can be performed at the following Unit Price Rates per Time and Material tickets in the field as authorized by owner or owner agent.

Item Description	Unit Price (\$)	Unit Measure
Included with item		
4 man Crew- billed in 4 hour increments after 1st 8hrs Svc truck including basic pwr tools Common Skilled Laborer - 2 each Operating Engineer including TL Backhoe or equivalent Heavy machinery - 1 each	\$ 400.00	hour
Dump truck / tag trailer	\$ 125.00	hour
additional charges for Labor not provided by owner- Burden plus 25%	Labor Burden	125.00%
additional charges for Materials not provided by owner- Invoice plus 10%	Invoice	110.00%
additional charges for Equipment not provided by owner- Invoice plus 10%	Invoice	110.00%
additional charges for Professional Services or Subcontractors not provided by owner- Invoice plus 5%	Invoice	105.00%

Excludes all other work including but not limited to: any allowances, permits and/or right of entry/easements, engineering, design, layout, surveying, testing, removing/relocating conflicts of existing utilities and/or structures, or remobilizing due to delays beyond our control.

STANDARD CONDITIONS: All material is guaranteed to be as specified above. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and/or delays beyond our control.

SUBMITTED BY:

Thomas J Smith

THIS PROPOSAL IS ONLY VALID FOR: 30 DAYS

ACCEPTANCE OF PROPOSAL: The above price, terms, and conditions are satisfactory and hereby accepted. By signing here you authorize Reed and Sons Construction, Inc. to do the work as specified.

ACCEPTED BY:

EIN / SS #:

DATED:

Proposal

Reed and Sons Construction, Inc
 299 Moorman Road*Bloomington, IN 47403
 812-824-9237

Summary Breakdown			
Item #	Description	Cost	Extended Cost
L-1	Reed-Labor	\$ 1,091.00	
L-2	Plus 25% Markup on Labor	\$ 272.75	
L-T	Reed-Labor; subtotal	\$ 1,363.75	\$ 1,363.75
E-1	Reed-Equipment	\$ 960.00	
E-2	Plus 10% Markup on Equipment	\$ 96.00	
E-T	Reed-Equipment; subtotal	\$ 1,056.00	\$ 1,056.00
M-1	Reed-Material	\$ 335.00	
M-2	Plus 10% Markup on Material	\$ 33.50	
M-T	Reed-Equipment & Material; subtotal	\$ 368.50	\$ 368.50
Sub-1	Subcontractor/ professional Services	\$ 4,050.00	
Sub-2	Plus 5% Markup on Subcontractors	\$ 202.50	
Sub-T	Reed-Subcontractor; subtotal	\$ 4,252.50	\$ 4,252.50
		Subtotal	\$ 7,040.75
1	Material Sales tax	0%	\$ -
2	1.5% Bond	0.00%	
3	Common administrative rounding		
ADD	Total Estimated		\$ 7,040.75

Proposal

Reed and Sons Construction, Inc
 299 Moorman Road*Bloomington, IN 47403
 812-824-9237

Item	Description	Labor			Equipment			Material			Sub-contractor		
		Hours	Rate	Subtotal	Qty	Unit Rate	Subtotal	Qty	Unit Rate	Subtotal	Qty	Unit Rate	Subtotal
1	Labor and Equipment												
2	Svc Truck, Pwr Tools, laser				1	\$ 120.00	\$ 120.00						
3													
4													
4	C Laborer (x1)	8	\$ 45.00	\$ 360.00									
5	O.E. w/ equipment (x1)	8	\$ 62.00	\$ 496.00	8	\$ 50.00	\$ 400.00						
6	DumpTruck x 1				4	\$ 110.00	\$ 440.00						
7	Materials												
8	Topsoil							1	\$ 300.00	\$ 300.00			
9	dump fee							1	\$ 35.00	\$ 35.00			
10													
11													
12													
13													
14													
15	Subcontractor/Professional												
17	Ellington Tree										1	\$ 4,050.00	\$ 4,050.00
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29	Total Man-Hours	16											
30	Supervision_1hr per 8 Mhrs	2	\$ 75.00	\$ 150.00									
31	Permit/ tag trailer					\$ 250.00	\$ -						
32	Delivery / Lowboy					\$ 125.00	\$ -						
33	Project Management	1	\$ 85.00	\$ 85.00									
34	As-Builts	0	\$ 150.00	\$ -									
35				\$ 1,091.00			\$ 960.00			\$ 335.00			\$ 4,050.00

from



Invoice / Proposal

J.R. ELLINGTON
TREE EXPERT CO.
680 W. That Road • Bloomington, IN 47403
812-332-5882
Licensed and Certified by Indiana State Chemist

Invoice No.

Sheet No.

Date

1-12-20

Proposal Submitted To

Work To Be Performed At

Name _____
Street _____
City _____ State _____
Telephone Number _____

Name _____
Street _____
City _____ State _____
Telephone Number _____

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Removal of 2 trees and clean up \$3,500.00
plus stump removal - 2 trees with 10" diameter
and 1 tree with 8" diameter - \$300.00
Sub total \$3,800.00
plus 10% tax = \$418.00
Total \$4,218.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____ Dollars (\$ _____).
with payments to be made as follows: \$ _____ Deposit, Balance \$ _____ Due Upon Completion.

Any alteration or deviation from above specifications involving extra work, will become an extra charge over and above the estimate. Insurance on above work to be taken out by
J.R. Ellington Tree Experts



Respectfully submitted *J.R. Ellington*

All work to be completed in 60 days subject to weather, accidents or delays beyond our control.



Note - This proposal may be withdrawn by us if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above. Upon default of payment partial or full, a lien will be place on the property.

Accepted/Date _____ Signature _____

After 30 days, a 1-1/2% service charge per month will be assessed to the account.



Board of Public Works Staff Report

Project/Event: Request to Approve Escrow Agreement between the City and Kenny Blackwell for Summit Ridge Maintenance Period

Staff Representative: Sara Gomez

Petitioner/Representative: Kenny Blackwell

Date: 7/07/2020

Report: Kenny Blackwell and City legal request the approval of an Escrow Agreement between the City and Kenny Blackwell for Summit Ridge Maintenance Period. An Escrow Agreement was developed by Legal staff, the Bank and Kenny Blackwell in an amount of \$15,000 to cover the cost of issues that may arise in regards to the recent 13 curb ramp installations and 76 street trees planted at the Summit Ridge Development. The recent work at Summit Ridge is an effort to complete items, required by the City at the time of the development, so the City may accept the public improvements associated with the development. The escrow agreement will take place of the maintenance bond that would be in place at the time of acceptance of public improvements. Once the agreement is approved by the Board Kenny Blackwell has to fund the escrow account within 7 days of the execution of the agreement.

Recommendation and Supporting Justification: Planning and Transportation staff have worked with Legal staff and the petitioner to come to an alternate agreement to a maintenance bond and recommend approval of the Escrow Agreement.

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

Sara Gomez

ESCROW AGREEMENT
Summit Ridge Maintenance Period

THIS ESCROW AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Blackwell Contractors Inc., (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Contractor has completed a development commonly referred to as "Summit Ridge," a map of which is attached hereto and incorporated as part of this Agreement as Exhibit B; and

WHEREAS, during calendar years 2019 and 2020 the Contractor installed seventy-six (76) street trees and thirteen (13) curb ramps ("Public Improvements") in the public right of way at Summit Ridge; and

WHEREAS, the Owner requires the Contractor to provide financial assurance that the Public Improvements have been properly installed for a period of two years; and

WHEREAS, the Contractor desires to provide said financial assurance in the form of funds deposited in an escrow account with the Escrow Agent;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Within seven (7) calendar days of the full execution of this Agreement, Contractor shall deposit into an escrow account funds totaling fifteen thousand dollars (\$15,000) ("Escrow Funds"). The Escrow Funds shall be placed in an escrow account maintained by the Escrow Agent, and said escrow account shall remain active for a period of two (2) years or until all Escrow Funds have been released as described in this Agreement, whichever comes first. If Escrow Funds remain in the escrow account at the expiration of two (2) years, the Escrow Agent shall release the Escrow Funds to the Contractor.

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

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

The Deposit, less any and all transaction or account fees or charges and out-of-pocket

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

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

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

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

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

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

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

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

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any

liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

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

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

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

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

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

the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

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

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

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

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

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

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

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

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

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

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 120
Bloomington IN 47404
Attn: Adam Wason, Director

If to Escrow Agent:

First Financial Bank 536 N. College Ave.
Bloomington, IN 47404
Attn: Amy Kaiser

If to Contractor:

Name: Blackwell Homes
Address: P.O. Box 3400
City/State: Bloomington, IN 47402
Attn: Kenneth Blackwell

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

OWNER:

City of Bloomington, Board of Public Works

By: _____
Kyla Cox Deckard, President

CONTRACTOR:

By: Kent E. Blackwell

Printed Name: Kenneth E. Blackwell

Title: President

Tax I.D. No.: 27-4536559

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS
_____ (Date)

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

Attn: Amy Kaiser

Ladies and Gentlemen:

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

Escrow Account for Escrow Funds: _____
Account Holder/Contractor: _____
Primary Account Number: _____

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

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

Reviewed and Approved By:

By: *Kenneth E. Blackwell*

Printed Name: Kenneth E. Blackwell

Adam Wason, Director
Public Works Department

Title: President

Dated: _____

Escrow Agent
First Financial Bank

By: _____

Printed Name and Title



Board of Public Works Claim Register

Invoice Date Range 06/23/20 - 07/10/20

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-dusters, highlighters		07/10/2020	1.88
Account 52110 - Office Supplies Totals			Invoice 1 Transactions	\$1.88
Account 52210 - Institutional Supplies				
4832 - Animal Care Equipment & Services, LLC	01-bite gloves (inc s/h)		07/10/2020	98.20
4136 - C. Specialties, INC	01-food trays, leashes, adoption pet carriers		07/10/2020	1,314.17
313 - Fastenal Company	01-bleach, hand soap, distilled H2O-6/19/20		07/10/2020	34.96
313 - Fastenal Company	01-hand wash, face masks-6/16/20		07/10/2020	42.44
313 - Fastenal Company	01-sheet roll towels-6/15/20		07/10/2020	54.53
313 - Fastenal Company	01-trash liners-6/15/20		07/10/2020	129.00
313 - Fastenal Company	01-trash liners-6/9/20		07/10/2020	189.53
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-6/19/20		07/10/2020	173.72
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten/puppy food-6/12/20		07/10/2020	270.64
3929 - IDEXX Laboratories, INC	01-F/F, Parvo, HTW tests		07/10/2020	2,215.04
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L, XL)-6/9/20		07/10/2020	117.40
4633 - Midwest Veterinary Supply, INC	01-antibiotics, milk replacer-6/3/20		07/10/2020	153.06
4633 - Midwest Veterinary Supply, INC	01-antibiotics-Albon Tabs 250mg-6/9/20		07/10/2020	171.45



Board of Public Works Claim Register

Invoice Date Range 06/23/20 - 07/10/20

4633 - Midwest Veterinary Supply, INC	01-supportive therapy, syringes-6/15/20	07/10/2020	211.80
4633 - Midwest Veterinary Supply, INC	01-fluids, antiparasitics-6/9/20	07/10/2020	380.97
4633 - Midwest Veterinary Supply, INC	01-milk replacer, antibiotics-6/15/20	07/10/2020	448.31
4666 - Zoetis, INC	01-FeLV diagnostics-6/8/20	07/10/2020	283.07

Account 52210 - Institutional Supplies Totals	Invoice 17 Transactions	<u>\$6,288.29</u>
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Account 52310 - Building Materials and Supplies

53005 - Menards, INC	01-MDF board	07/10/2020	18.35
6530 - Office Depot, INC	01-dusters, highlighters	07/10/2020	12.42

Account 52310 - Building Materials and Supplies Totals	Invoice 2 Transactions	<u>\$30.77</u>
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Account 52410 - Books

4832 - Animal Care Equipment & Services, LLC	01-restraint & handling books (inc s/h)	07/10/2020	160.00
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Account 52410 - Books Totals	Invoice 1 Transactions	<u>\$160.00</u>
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Account 52430 - Uniforms and Tools

4832 - Animal Care Equipment & Services, LLC	01-restraint & handling books (inc s/h)	07/10/2020	170.27
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Board of Public Works Claim Register

Invoice Date Range 06/23/20 - 07/10/20

4633 - Midwest Veterinary Supply, INC	01-restraint (bite) gloves (M)- 6/4/20	07/10/2020	118.00
Account 52430 - Uniforms and Tools Totals		Invoice 2	<u>\$288.27</u>
		Transactions	
Account 53130 - Medical			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-6/1- 6/17/20	07/10/2020	2,730.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-rays, diagnostics-6/2/20	07/10/2020	115.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostics, spay/neuter surgeries-6/23/20	07/10/2020	490.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-dental, neuter surgery, blood work, other surg.-6/9 & 6/19/20	07/10/2020	1,132.98
Account 53130 - Medical Totals		Invoice 4	<u>\$4,468.48</u>
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	28-cell phone chgs 5/12-6/11/20- ITS/OOTM/PW DIV	06/24/2020	218.55
Account 53210 - Telephone Totals		Invoice 1	<u>\$218.55</u>
		Transactions	
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/23/20	07/10/2020	13.32
Account 53220 - Postage Totals		Invoice 1	<u>\$13.32</u>
		Transactions	
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-5/7-6/8/20	BC 2010-23 06/29/2020	1,443.83
Account 53510 - Electrical Services Totals		Invoice 1	<u>\$1,443.83</u>
		Transactions	
Account 53650 - Other Repairs			
5534 - Presidio Holdings, INC	01-security camera installation	07/10/2020	3,192.00
7386 - Mark Rice	01-prep work, supplies, and mural painting of large cat colony-	07/10/2020	2,800.00
Account 53650 - Other Repairs Totals		Invoice 2	<u>\$5,992.00</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 06/23/20 - 07/10/20

Program 020000 - Main Totals		Invoice 3	\$106.21
		Transactions	
Department 02 - Public Works Totals		Invoice 3	\$106.21
		Transactions	
Department 03 - City Clerk			
Program 030000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	03-cell phone charges 5/12-6/11/20	06/24/2020	41.61
Account 53210 - Telephone Totals		Invoice 1	\$41.61
		Transactions	
Program 030000 - Main Totals		Invoice 1	\$41.61
		Transactions	
Department 03 - City Clerk Totals		Invoice 1	\$41.61
		Transactions	
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 52110 - Office Supplies			
3892 - Midwest Color Printing, INC	Business Cards for Marnina P.	07/10/2020	41.50
Account 52110 - Office Supplies Totals		Invoice 1	\$41.50
		Transactions	
Account 53910 - Dues and Subscriptions			
4816 - US Green Building Council	04- USGBC Annual Membership - Silver Level	07/10/2020	1,500.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$1,500.00
		Transactions	
Account 53960 - Grants			
1138 - BCT Management, INC	04-2020 BAC Grant Award - BCT Management	07/10/2020	5,500.00
2538 - Bloomington Chamber Singers, INC	04- 2020 BAC Grant Award - BCS	07/10/2020	3,250.00
13433 - Cardinal Stage Company, INC	04- 2020 BAC Grant Award - Cardinal Stage Company	07/10/2020	6,000.00



Board of Public Works Claim Register

Invoice Date Range 06/23/20 - 07/10/20

746 - Early Music Associates, INC	04- 2020 BAC Grant Award - Bloomington Bach Cantata Project	07/10/2020	1,250.00
6082 - Limestone Media LLC (Limestone Post Magazine)	04- 2020 BAC Grant Award - Limestone Media	07/10/2020	1,550.00
2546 - Monroe County Historical Society, INC	04- 2020 BAC Grant Award - MCHS	07/10/2020	4,500.00
6972 - Pictura at FAR, INC (Pictura Gallery)	04-2020 BAC Grant Award - Pictura Gallery	07/10/2020	3,000.00
581 - Windfall Dancers, INC	04-2020 BAC Grant Award - Windfall Dancers, Inc.	07/10/2020	3,250.00
Account 53960 - Grants Totals		Invoice 8 Transactions	<hr/> \$28,300.00
Account 53970 - Mayor's Promotion of Business			
5954 - The Greater Bloomington Chamber Of Commerce, INC	B-Town Summer Challenge Prizes	07/10/2020	500.00
Account 53970 - Mayor's Promotion of Business Totals		Invoice 1 Transactions	<hr/> \$500.00
Account 53990 - Other Services and Charges			
7195 - Marcy L Neiditz	04- Parts and Labor for Repair of Tile Mural Wall Sculpture	07/10/2020	1,249.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<hr/> \$1,249.00
Program 040000 - Main Totals		Invoice 12 Transactions	<hr/> \$31,590.50
Department 04 - Economic & Sustainable Dev Totals		Invoice 12 Transactions	<hr/> \$31,590.50
Department 05 - Common Council			
Program 050000 - Main			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
259 - Indiana Association Of Cities & Towns (AIM)	05 - Registration Municipal Law Seminar for Sherman and Lucas	07/10/2020	300.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1 Transactions	<hr/> \$300.00
Program 050000 - Main Totals		Invoice 1 Transactions	<hr/> \$300.00
Department 05 - Common Council Totals		Invoice 1 Transactions	<hr/> \$300.00



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Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

6792 - VARI Sales Corporation	09-Dual Monitor Arm 180 Degree for M. Shermis	07/10/2020	112.50
	Account 52110 - Office Supplies Totals	Invoice 1	<u>\$112.50</u>
		Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	09-cell phone charges-J. Whiteaker- 5/12-6/11/20	06/24/2020	41.61
	Account 53210 - Telephone Totals	Invoice 1	<u>\$41.61</u>
		Transactions	
	Program 090000 - Main Totals	Invoice 2	<u>\$154.11</u>
		Transactions	
	Department 09 - CFRD Totals	Invoice 2	<u>\$154.11</u>
		Transactions	

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP	10-Legal advice-period ending 3/31/20	07/10/2020	4,721.50
50587 - Barnes & Thornburg LLP	10-Legal advice-period ending 5/31/20	07/10/2020	861.00
7333 - Due Doyle Fanning & Alderfer LLP	10-mediation-K. Leach-3/10 & 4/17/20	07/10/2020	1,539.00
608 - Krieg Devault, LLP	10-legal services-retainer-May 2020	07/10/2020	2,500.00
	Account 53120 - Special Legal Services Totals	Invoice 4	<u>\$9,621.50</u>
		Transactions	
	Program 100000 - Main Totals	Invoice 4	<u>\$9,621.50</u>
		Transactions	
	Department 10 - Legal Totals	Invoice 4	<u>\$9,621.50</u>
		Transactions	

Department **11 - Mayor's Office**



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Program 110000 - Main

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	28-cell phone chgs 5/12-6/11/20- FIRE/OOTM/POLICEPE/RISK	06/24/2020	46.37
13969 - AT&T Mobility II, LLC	28-cell phone chgs 5/12-6/11/20- ITS/OOTM/PW DIV	06/24/2020	67.88
Account 53210 - Telephone Totals		Invoice 2	<u>\$114.25</u>
		Transactions	
Program 110000 - Main Totals		Invoice 2	<u>\$114.25</u>
		Transactions	
Department 11 - Mayor's Office Totals		Invoice 2	<u>\$114.25</u>
		Transactions	

Department 12 - Human Resources

Program 120000 - Main

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 5/12-6/11/20- HAND/HR/PKG/P&T/SANIT	06/24/2020	23.15
Account 53210 - Telephone Totals		Invoice 1	<u>\$23.15</u>
		Transactions	
Program 120000 - Main Totals		Invoice 1	<u>\$23.15</u>
		Transactions	
Department 12 - Human Resources Totals		Invoice 1	<u>\$23.15</u>
		Transactions	

Department 13 - Planning

Program 130000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	13 - Pens, post-its, screen wipes	07/10/2020	47.29
6530 - Office Depot, INC	13 - Pens	07/10/2020	9.02
Account 52110 - Office Supplies Totals		Invoice 2	<u>\$56.31</u>
		Transactions	

Account 52420 - Other Supplies



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7392 - John Colavecchio(Integrity Supply LLC)	13-(2) SmartTool digital levels_Engineering staff (Karina)	07/10/2020	518.78
53442 - Paragon Micro, INC	13-Dell computer,dock station,monitors (new Project	07/10/2020	2,756.46
6792 - VARI Sales Corporation	13-Corner Varidesk for Neil Kopper	07/10/2020	445.50
Account 52420 - Other Supplies Totals		Invoice 3 Transactions	<hr/> \$3,720.74
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 5/12-6/11/20-HAND/HR/PKG/P&T/SANIT	06/24/2020	302.19
Account 53210 - Telephone Totals		Invoice 1 Transactions	<hr/> \$302.19
Account 53310 - Printing			
8002 - Safeguard Business Systems, INC	13 - UDO 3-hole punch inserts, 3-ring binders	07/10/2020	935.00
Account 53310 - Printing Totals		Invoice 1 Transactions	<hr/> \$935.00
Account 53910 - Dues and Subscriptions			
204 - State Of Indiana	13 - Annual subscription fee - Roy Aten	07/10/2020	95.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1 Transactions	<hr/> \$95.00
Account 54310 - Improvements Other Than Building			
1959 - Clark Dietz INC	13 - Kirkwood Maintenance Project (CE)-4/25-5/29/20	BC 2020-27 07/10/2020	27,578.68
Account 54310 - Improvements Other Than Building Totals		Invoice 1 Transactions	<hr/> \$27,578.68
Program 130000 - Main Totals		Invoice 9 Transactions	<hr/> \$32,687.92
Department 13 - Planning Totals		Invoice 9 Transactions	<hr/> \$32,687.92
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52310 - Building Materials and Supplies			



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409 - Black Lumber Co. INC	19-Hardware Supplies for Repairs and Preventative	07/10/2020	1.66
409 - Black Lumber Co. INC	19-18 volt brushless grinder for Repairs and Preventative	07/10/2020	99.97
394 - Kleindorfer Hardware & Variety	19-airwick stick & glade aerosol for Facilities Maintenance	07/10/2020	3.88
394 - Kleindorfer Hardware & Variety	19-plunger & plumber grease for Facilities Maintenance	07/10/2020	3.98
394 - Kleindorfer Hardware & Variety	19-24ft chain, 6 hooks & quick links for COVID-19	07/10/2020	19.32
394 - Kleindorfer Hardware & Variety	19- for Facilities Maintenance	07/10/2020	24.98
394 - Kleindorfer Hardware & Variety	19-(2) 3pc Door stops for Facilities Maintenance	07/10/2020	28.55
394 - Kleindorfer Hardware & Variety	19-(4) 20" box fans & box #6/3/6 screws & Sharpie- Facilities	07/10/2020	89.38
53005 - Menards, INC	19- 8' FRP out & inside crnr, divider and end cap building mater	07/10/2020	20.52
53005 - Menards, INC	19-disinfect wipes for facilities maintenance	07/10/2020	32.28
53005 - Menards, INC	19-clorox spray&wipes, Disinfectant, for facilities	07/10/2020	47.51

Account **52310 - Building Materials and Supplies** Totals

Invoice 11
Transactions

\$372.03

Account **52420 - Other Supplies**

9269 - Ferguson Facilities Supply, HP Products #3400	19-Disposable gloves, compact tissues, toilet paper	07/10/2020	820.64
5819 - Synchrony Bank	19-Plastic Dispenser bottles for hand sanitizer	07/10/2020	134.40
5819 - Synchrony Bank	19-SA Quartz Ozone Lamp for Mail Room @ City Hall	07/10/2020	158.99
5819 - Synchrony Bank	19- disposable face masks	07/10/2020	1,491.80
5819 - Synchrony Bank	19- 50 disposable face masks	07/10/2020	297.00
5819 - Synchrony Bank	19- Plastic Spray Bottles	07/10/2020	237.36
5819 - Synchrony Bank	19-Automatic Hand Sanitizer Dispensers for City Hall	07/10/2020	3,029.20
5819 - Synchrony Bank	19- Air Purifier Ozone Generator for Atrium @ City Hall	07/10/2020	339.00



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Account **52420 - Other Supplies** Totals Invoice 8 Transactions \$6,508.39

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control @ City Hall Council Office	BC 2019-109	07/10/2020	75.00
51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control @ City Hall Council Office	BC 2019-109	07/10/2020	75.00
51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control @ City Hall Council Office	BC 2019-109	07/10/2020	75.00

Account **53140 - Exterminator Services** Totals Invoice 3 Transactions \$225.00

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	28-cell phone chgs 5/12-6/11/20-ITS/OOTM/PW DIV		06/24/2020	166.44
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Account **53210 - Telephone** Totals Invoice 1 Transactions \$166.44

Account **53510 - Electrical Services**

223 - Duke Energy	19-CH/off site facilities-electric summary bill-5/7-6/8/20	BC 2010-23	06/29/2020	6,458.45
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Account **53510 - Electrical Services** Totals Invoice 1 Transactions \$6,458.45

Account **53610 - Building Repairs**

656 - B&L Sheet Metal and Roofing, INC	19-SA Cast Iron Roof Replacement, Drywall work and painting	BC 2019-111	07/10/2020	6,974.50
912 - Central Security Systems, INC	19-Com Mon W/ Test @ City Hall		07/10/2020	150.00
7402 - Nature's Way, INC	19-SA monthly Interior Billing @ City Hall	BC 2019-122	07/10/2020	353.43
5534 - Presidio Holdings, INC	19-Front Door Entry Lock Repair @ City Hall		07/10/2020	540.00

Account **53610 - Building Repairs** Totals Invoice 4 Transactions \$8,017.93

Program **190000 - Main** Totals Invoice 28 Transactions \$21,748.24

Department **19 - Facilities Maintenance** Totals Invoice 28 Transactions \$21,748.24

Department **28 - ITS**



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Program 280000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	28 - Sortkwik for Tech Support Specialist	07/10/2020	4.08
6530 - Office Depot, INC	28 - AAA Batteries for Tech Support Group	07/10/2020	7.59
Account 52110 - Office Supplies Totals		Invoice 2 Transactions	<u>\$11.67</u>

Account 52420 - Other Supplies

6222 - Apple, INC	28 - Power Adapter for SysApps Manager MacBook Pro	07/10/2020	88.00
6530 - Office Depot, INC	28 - Office Chair for ITS Director	07/10/2020	431.99
Account 52420 - Other Supplies Totals		Invoice 2 Transactions	<u>\$519.99</u>

Account 53170 - Mgt. Fee, Consultants, and Workshops

5437 - Columbia Telecommunications Corporation	28-Senior Analyst-May 2020	07/10/2020	385.00
5534 - Presidio Holdings, INC	28 - Ad Hoc Contract for Troubleshooting Network Issues-	07/10/2020	1,215.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 2 Transactions	<u>\$1,600.00</u>

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	28-cell phone chgs 5/12-6/11/20-ITS/OOTM/PW DIV	06/24/2020	575.30
1079 - AT&T	28-long distance charges-6/09/20.-Ban #849494015	06/24/2020	166.62
1079 - AT&T	28-phone charges 5/20-6/19/20-#812 339-2261 261 1	06/29/2020	5,656.64
Account 53210 - Telephone Totals		Invoice 3 Transactions	<u>\$6,398.56</u>

Account 53640 - Hardware and Software Maintenance

3989 - Ricoh USA, INC	28-CH/off site facilities-copier maint-5/17-6/16/20	07/10/2020	1,522.72
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1 Transactions	<u>\$1,522.72</u>



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Account 53910 - Dues and Subscriptions

7404 - ArchiveSocial, INC	28 - Social Media Archiving - 6-22-20 - 12-31-20	07/10/2020	3,787.20
7344 - Periodic INC	28 - Online Booking Software - Annual Sub 4/24/20 - 4/23/21	07/10/2020	6,150.00
Account 53910 - Dues and Subscriptions Totals		Invoice 2	<u>\$9,937.20</u>
		Transactions	
Program 280000 - Main Totals		Invoice 12	<u>\$19,990.14</u>
		Transactions	
Department 28 - ITS Totals		Invoice 12	<u>\$19,990.14</u>
		Transactions	
Fund 101 - General Fund (S0101) Totals		Invoice 109	<u>\$135,407.40</u>
		Transactions	

Fund 152 - Food & Beverage Tax(S9509)

Department 06 - Controller's Office

Program 060000 - Main

Account 53970 - Mayor's Promotion of Business

18844 - First Financial Bank, N.A.	06-Wonderlab FAB Loan (\$20,000)	06/25/2020	20,000.00
Account 53970 - Mayor's Promotion of Business Totals		Invoice 1	<u>\$20,000.00</u>
		Transactions	
Program 060000 - Main Totals		Invoice 1	<u>\$20,000.00</u>
		Transactions	
Department 06 - Controller's Office Totals		Invoice 1	<u>\$20,000.00</u>
		Transactions	
Fund 152 - Food & Beverage Tax(S9509) Totals		Invoice 1	<u>\$20,000.00</u>
		Transactions	

Fund 312 - Community Services

Department 09 - CFRD

Program 090016 - Com Serv - Safe & Civil

Account 52420 - Other Supplies

798 - Winters Associates Promotional Products, INC	09-BHM Gala - supplies - Card Playing for One	07/10/2020	523.30
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Account 52420 - Other Supplies Totals	Invoice 1	\$523.30
	Transactions	
Program 090016 - Com Serv - Safe & Civil Totals	Invoice 1	\$523.30
	Transactions	
Department 09 - CFRD Totals	Invoice 1	\$523.30
	Transactions	
Fund 312 - Community Services Totals	Invoice 1	\$523.30
	Transactions	

Fund 401 - Non-Reverting Telecom (S1146)

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 54450 - Equipment

53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 15 Webcams	07/10/2020	1,124.85
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 1 Laptop	07/10/2020	2,588.98
53442 - Paragon Micro, INC	28 - Capital Replacement - Civil City - 1 Laptop	07/10/2020	2,618.97
5819 - Synchrony Bank	25 - Capital Replacement - (5) Webcams	07/10/2020	224.90
	Account 54450 - Equipment Totals	Invoice 4	\$6,557.70
		Transactions	
	Program 254000 - Infrastructure Totals	Invoice 4	\$6,557.70
		Transactions	

Program 256000 - Services

Account 53150 - Communications Contract

4170 - Comcast Cable Communications, INC	25 - Internet - 401 N Morton - 7/1-7/31/20	06/29/2020	149.85
4170 - Comcast Cable Communications, INC	25 - Internet - 3550 N Kinser - 6/27-7/26/20	06/29/2020	108.35
203 - INDIANA UNIVERSITY	25 - Dark Fiber - special circuits- June 2020	07/10/2020	65.00
	Account 53150 - Communications Contract Totals	Invoice 3	\$323.20
		Transactions	
	Program 256000 - Services Totals	Invoice 3	\$323.20
		Transactions	



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	Department 25 - Telecommunications Totals		Invoice 7	\$6,880.90
			Transactions	
	Fund 401 - Non-Reverting Telecom (S1146) Totals		Invoice 7	\$6,880.90
			Transactions	
 Fund 450 - Local Road and Street(S0706)				
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	02-2nd&Patterson-Signal-elec. chgs 5/22-6/23/20		06/29/2020	44.01
223 - Duke Energy	02-3rd & Westplex-equip chgs/electric bill-5/22-6/23/20	BC 2019-69	06/29/2020	17.15
	Account 53520 - Street Lights / Traffic Signals Totals		Invoice 2	\$61.16
			Transactions	
Account 54310 - Improvements Other Than Building				
7013 - The Airmarking Company, INC	20-2020 Pavement Marking Contract-work thru 6/16/20	BC 2020-14	07/10/2020	13,388.00
	Account 54310 - Improvements Other Than Building Totals		Invoice 1	\$13,388.00
			Transactions	
	Program 200000 - Main Totals		Invoice 3	\$13,449.16
			Transactions	
	Department 20 - Street Totals		Invoice 3	\$13,449.16
			Transactions	
	Fund 450 - Local Road and Street(S0706) Totals		Invoice 3	\$13,449.16
			Transactions	
 Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52420 - Other Supplies				
294 - All-Phase Electric Supply, INC	20-supplies for ST light repair (torch, coupling & duct tape		07/10/2020	26.27
409 - Black Lumber Co. INC	20-FS#1 flag light pole-1 pkg 90 Watt bulbs-6/22/20		07/10/2020	8.99



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313 - Fastenal Company	20-safety supplies-gloves, white spray paint-6/11/20		07/10/2020	61.43
313 - Fastenal Company	20-safety supplies-gloves-6/19/20		07/10/2020	9.56
908 - JB Salvage (Westside Auto Parts)	20- Flat rebar for Kirkwood Ballards		07/10/2020	18.00
394 - Kleindorfer Hardware & Variety	20- Pipe materials for Kirkwood ballards		07/10/2020	67.32
6262 - Koenig Equipment, INC	20-chainsaw equip-woodcutter oil, 2 gal. mix		07/10/2020	57.54
53005 - Menards, INC	20-Misc construction supplies for Kirkwood Ballards		07/10/2020	327.96
15449 - Rosen & Rosen Industries (R&R Industries)	20- Jersey neck gaiters for employees-50		07/10/2020	210.82
15449 - Rosen & Rosen Industries (R&R Industries)	20- Jersey neck gaiters for employees-100		07/10/2020	412.61
476 - Southern Indiana Parts, INC (Napa Auto Parts)	20 -Truck bed coating for Kirkwood Ballards		07/10/2020	28.66
Account 52420 - Other Supplies Totals			Invoice 11 Transactions	\$1,229.16
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-SA Mice Control Services at Traffic Center	BC 2019-109	07/10/2020	125.00
Account 53140 - Exterminator Services Totals			Invoice 1 Transactions	\$125.00
Account 53150 - Communications Contract				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20- Two way Radio Services-6/1-6/30/20		07/10/2020	2,321.25
Account 53150 - Communications Contract Totals			Invoice 1 Transactions	\$2,321.25
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	28-cell phone chgs 5/12-6/11/20- ITS/OOTM/PW DIV		06/24/2020	166.44
Account 53210 - Telephone Totals			Invoice 1 Transactions	\$166.44
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-5/7-6/8/20	BC 2010-23	06/29/2020	110.72



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Account 53510 - Electrical Services Totals		Invoice 1 Transactions	\$110.72
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-6/17/20	BC 2009-52	07/10/2020 18.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-6/17/20		07/10/2020 34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-6/24/20	BC 2009-52	07/10/2020 18.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-6/24/20		07/10/2020 34.28
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4 Transactions	\$104.62
Account 53950 - Landfill			
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20- Tree limb disposal -17 loads - 3/3-5/31/20		07/10/2020 374.00
Account 53950 - Landfill Totals		Invoice 1 Transactions	\$374.00
Account 53990 - Other Services and Charges			
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets- May 2020-606 tickets		07/10/2020 575.70
3893 - OneBeacon Insurance Group	20 Insurance deduct for Claim OAB-148810-02 (Langleyht/Hamilton		07/10/2020 1,541.88
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks- 6/10/20		07/10/2020 170.00
Account 53990 - Other Services and Charges Totals		Invoice 3 Transactions	\$2,287.58
Program 200000 - Main Totals		Invoice 23 Transactions	\$6,718.77
Department 20 - Street Totals		Invoice 23 Transactions	\$6,718.77
Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice 23 Transactions	\$6,718.77
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			



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Account 52340 - Other Repairs and Maintenance

4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-Office Closed Sign		07/10/2020	35.03
Account 52340 - Other Repairs and Maintenance Totals				Invoice 1 Transactions
				\$35.03

Account 53150 - Communications Contract

13969 - AT&T Mobility II, LLC	28-cell phone chgs 5/12-6/11/20- FIRE/OOTM/POLICEPE/RISK		06/24/2020	312.40
Account 53150 - Communications Contract Totals				Invoice 1 Transactions
				\$312.40

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 5/12-6/11/20- HAND/HR/PKG/P&T/SANIT		06/24/2020	80.94
13969 - AT&T Mobility II, LLC	28-cell phone chgs 5/12-6/11/20- ITS/OOTM/PW DIV		06/24/2020	41.61
Account 53210 - Telephone Totals				Invoice 2 Transactions
				\$122.55

Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-5/7-6/8/20	BC 2010-23	06/29/2020	2,307.28
Account 53510 - Electrical Services Totals				Invoice 1 Transactions
				\$2,307.28

Account 53610 - Building Repairs

392 - Koorsen Fire & Security, INC	19-SA Fire Extinguisher Inspection @ Morton Parking Garage	BC 2019-126	07/10/2020	216.25
392 - Koorsen Fire & Security, INC	19-SA Fire Alarm Repair at Walnut Parking Garage	BC 2019-126	07/10/2020	685.25
Account 53610 - Building Repairs Totals				Invoice 2 Transactions
				\$901.50

Account 53640 - Hardware and Software Maintenance

5976 - EV Connect, INC	26-Annual Service Charge for EVC Charge station	BC 2017-39A	07/10/2020	996.00
Account 53640 - Hardware and Software Maintenance Totals				Invoice 1 Transactions
				\$996.00
Program 260000 - Main Totals				Invoice 8 Transactions
				\$4,674.76



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Department 26 - Parking Totals	Invoice 8	\$4,674.76
	Transactions	
Fund 452 - Parking Facilities(S9502) Totals	Invoice 8	\$4,674.76
	Transactions	

Fund 456 - MVH Restricted

Department **20 - Street**

Program **200000 - Main**

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

334 - Irving Materials, INC	20-Variou-Class A Stone Ash-3.25 cy-5/26/20	BC 2020-16	07/10/2020	329.88
334 - Irving Materials, INC	20-1201 S. WA-Class A Stone Ash-6 cy-6/9/20	BC 2020-16	07/10/2020	609.00
334 - Irving Materials, INC	20-E. Grimes & S. Grant-Class A Stone Ash-9 cy-6/11/20	BC 2020-16	07/10/2020	913.50
334 - Irving Materials, INC	20-1112 S. WA-Class A Stone Ash-3.5 cy-6/3/20	BC 2020-16	07/10/2020	355.25
334 - Irving Materials, INC	20-501 E. Grimes-Class A Stone Ash-3 cy-6/16/20	BC 2020-16	07/10/2020	304.50
334 - Irving Materials, INC	20-1200 S. Dunn-Class A Stone Ash-3 cy-6/17/20	BC 2020-16	07/10/2020	304.50
334 - Irving Materials, INC	20-Grimes & Dunn-Class A Stone Ash-3 cy-6/18/20	BC 2020-16	07/10/2020	304.50
19278 - Milestone Contractors, LP	20-surface-Breckenmore/patching-105.78 tons-6/1-6/3/20	BC 2002-13	07/10/2020	4,735.29
19278 - Milestone Contractors, LP	20-surfac-Regents Circle/patching-108.19 tons-6/10-inc. CR	BC 2020-13	07/10/2020	3,573.50
19278 - Milestone Contractors, LP	20-surface-Regents Cir/patching-574.47 tons-6/8-6/11/20	BC 2020-13	07/10/2020	26,848.99
19278 - Milestone Contractors, LP	20-surface-E. Wingfield/patching-189.37 tons-6/3-6/4/20	BC 2020-13	07/10/2020	8,848.33

Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 11	\$47,127.24
	Transactions	

Account **52340 - Other Repairs and Maintenance**

4186 - Carrier & Gable, INC	20-Epoxy & flush mt sensor for vehicle detection		07/10/2020	964.00
796 - Interstate Battery System of Bloomington, INC	20-batteries School Flashers St Rd 45/Smith/Russell		07/10/2020	410.40



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4519 - Osburn Associates, INC	20 Sign Materials (signs, sheeting, blanks)	07/10/2020	126.00
337 - Stansifer Radio Co, INC	20-signal parts for Walnut & Hillside-RFN7650 Pan Pacific	07/10/2020	11.40
Account 52340 - Other Repairs and Maintenance Totals		Invoice 4 Transactions	\$1,511.80
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	20-Sidewalk Crew-10 bags #94 quikrete portland cement-6/15/20	07/10/2020	162.90
409 - Black Lumber Co. INC	20-Sidewalk Crew-1x4-12 treated boards-6/11/20	07/10/2020	13.78
409 - Black Lumber Co. INC	20-Sidewalk Crew-1x4-12 Pine Pro-6/24/20	07/10/2020	5.29
11243 - Core & Main, LP	20 Detecttable warning plates 24 x 24 dipped	07/10/2020	2,320.00
394 - Kleindorfer Hardware & Variety	20-Paving/Milling-2 rolls duct tape	07/10/2020	25.98
394 - Kleindorfer Hardware & Variety	20-Paving Crew-2 torches	07/10/2020	113.98
394 - Kleindorfer Hardware & Variety	20-Paver-2 shovels	07/10/2020	21.98
53005 - Menards, INC	20-Sidewalk Supplies (galv nipple, floor flange, union, elbow)	07/10/2020	153.00
53005 - Menards, INC	20-Sidewalk Supplies (galv nipple, floor flange, union, elbow)	07/10/2020	(25.78)
Account 52420 - Other Supplies Totals		Invoice 9 Transactions	\$2,791.13
Program 200000 - Main Totals		Invoice 24 Transactions	\$51,430.17
Department 20 - Street Totals		Invoice 24 Transactions	\$51,430.17
Fund 456 - MVH Restricted Totals		Invoice 24 Transactions	\$51,430.17
Fund 601 - Cumulative Capital Devlp(S2391)			
Department 02 - Public Works			
Program 020000 - Main			
Account 52330 - Street , Alley, and Sewer Material			



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19278 - Milestone Contractors, LP	20-surface-Breckenmore/patching-105.78 tons-6/1-6/3/20	BC 2020-13	07/10/2020	289.28
19278 - Milestone Contractors, LP	20- Tack oil for resurfacing-100 gallons-6/9/20	BC 2020-13	07/10/2020	300.00
19278 - Milestone Contractors, LP	20-surfac-Regents Circle/patching-108.19 tons-6/10-inc. CR	BC 2020-13	07/10/2020	111.15
19278 - Milestone Contractors, LP	20-surface-Regents Cir/patching-574.47 tons-6/8-6/11/20	BC 2020-13	07/10/2020	297.35
19278 - Milestone Contractors, LP	20-surface-patching-3.06 tons-6/8/20	BC 2020-13	07/10/2020	145.35
19278 - Milestone Contractors, LP	20-surface-E. Wingfield/patching-189.37 tons-6/3-6/4/20	BC 2020-13	07/10/2020	146.78
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 6 Transactions	\$1,289.91
 Account 54510 - Other Capital Outlays				
7013 - The Airmarking Company, INC	20-2020 Pavement Marking Contract-work thru 6/16/20	BC 2020-14	07/10/2020	16,616.00
Account 54510 - Other Capital Outlays Totals			Invoice 1 Transactions	\$16,616.00
Program 020000 - Main Totals			Invoice 7 Transactions	\$17,905.91
Department 02 - Public Works Totals			Invoice 7 Transactions	\$17,905.91
 Department 13 - Planning				
 Program 130000 - Main				
 Account 53110 - Engineering and Architectural				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Kirkwood Maintenance Design-Inv. date 6/10/20	BC 2019-48	07/10/2020	888.75
Account 53110 - Engineering and Architectural Totals			Invoice 1 Transactions	\$888.75
 Account 54310 - Improvements Other Than Building				
5999 - The Etica Group, INC	13-School Zone Improvement Proj-4/26-5/23/20	BC 2019-86	07/10/2020	17,308.86
Account 54310 - Improvements Other Than Building Totals			Invoice 1 Transactions	\$17,308.86
Program 130000 - Main Totals			Invoice 2 Transactions	\$18,197.61



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	Department 13 - Planning Totals		Invoice 2	\$18,197.61
			Transactions	
	Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 9	\$36,103.52
			Transactions	
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control at Sanitation	BC 2019-109	07/10/2020	125.00
	Account 53140 - Exterminator Services Totals		Invoice 1	\$125.00
			Transactions	
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 5/12-6/11/20- HAND/HR/PKG/P&T/SANIT		06/24/2020	419.36
13969 - AT&T Mobility II, LLC	28-cell phone chgs 5/12-6/11/20- ITS/OOTM/PW DIV		06/24/2020	41.61
	Account 53210 - Telephone Totals		Invoice 2	\$460.97
			Transactions	
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-5/7-6/8/20	BC 2010-23	06/29/2020	5.01
	Account 53510 - Electrical Services Totals		Invoice 1	\$5.01
			Transactions	
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	19-SA Quarterly Billing for Sanitation	BC 2019-126	07/10/2020	95.98
	Account 53610 - Building Repairs Totals		Invoice 1	\$95.98
			Transactions	
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/17/20	BC 2009-52	07/10/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-6/17/20		07/10/2020	11.88



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19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/24/20	BC 2009-52	07/10/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-6/24/20		07/10/2020	27.26
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 4 Transactions	\$61.42
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-recycling fees-6/1-6/15/20		07/10/2020	4,713.45
52226 - Hoosier Transfer Station-3140	16-trash disposal fees -6/1-6/15/20		07/10/2020	15,776.50
Account 53950 - Landfill Totals			Invoice 2 Transactions	\$20,489.95
Account 53990 - Other Services and Charges				
20275 - The Travelers Indemnity	16-car rental-1/9/20 accident-claimant-J. Brown		07/10/2020	335.58
Account 53990 - Other Services and Charges Totals			Invoice 1 Transactions	\$335.58
Program 160000 - Main Totals			Invoice 12 Transactions	\$21,573.91
Department 16 - Sanitation Totals			Invoice 12 Transactions	\$21,573.91
Fund 730 - Solid Waste (S6401) Totals			Invoice 12 Transactions	\$21,573.91
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-K. White (9M)-6/11/20		07/10/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. Kinser (8.5W)-6/11/20		07/10/2020	80.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Sparks (12EE)-6/11/20		07/10/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Wilson (12D)-6/12/20		07/10/2020	100.00



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8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-N. Mosier (8M)-6/12/20	07/10/2020	82.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Kinser (10EE)-6/12/20	07/10/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Morris (11.5D)-6/15/20	07/10/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. Rout (13W)-6/10/20	07/10/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-A. McHaley (10M)-6/10/20	07/10/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-T. Fluke (8 1/2W)-6/10/20	07/10/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-P. Capps (11M)-6/13/20	07/10/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-F. Buczolicz (13M)-6/13/20	07/10/2020	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-E. Love (10D)-6/15/20	07/10/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-L. Shaw (5 1/2M)-6/15/20	07/10/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Weaver (11M)-6/15/20	07/10/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-Tom Axsom (10 1/2M)-6/19/20	07/10/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-P. Schultz (10 1/2M)-6/19/20	07/10/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Jones (10M)-6/19/20	07/10/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-W. Knudsen (9 1/2W)-6/23/20	07/10/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-A. Ehstein (11 1/2M)-6/23/20	07/10/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Kelb (12D)-5/27/20	07/10/2020	100.00

Account 52430 - Uniforms and Tools Totals	Invoice 21 Transactions	\$2,062.49
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Account **53130 - Medical**

3679 - Tony C Walden	10- reimb for physical for CDL-5/15/20	07/10/2020	90.00
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Account 53130 - Medical Totals	Invoice 1 Transactions	\$90.00
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Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	28-cell phone chgs 5/12-6/11/20- FIRE/OOTM/POLICEPE/RISK	06/24/2020	41.61
Account 53210 - Telephone Totals		Invoice 1	<u>41.61</u>
		Transactions	

Account 53420 - Worker's Comp & Risk

2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-PPI -B. Robertson -202088	06/25/2020	4,566.12
Account 53420 - Worker's Comp & Risk Totals		Invoice 1	<u>4,566.12</u>
		Transactions	

Account 53990 - Other Services and Charges

13808 - Brian D Wilson	10-reimb for car wash City vehicle- 6/8/20	07/10/2020	10.00
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>10.00</u>
		Transactions	
Program 100000 - Main Totals		Invoice 25	<u>\$6,770.22</u>
		Transactions	
Department 10 - Legal Totals		Invoice 25	<u>\$6,770.22</u>
		Transactions	
Fund 800 - Risk Management(S0203) Totals		Invoice 25	<u>\$6,770.22</u>
		Transactions	

Fund 801 - Health Insurance Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,GYM,Massage)	07/10/2020	1,078.96
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$1,078.96</u>
		Transactions	

Account 53990.1201 - Other Services and Charges Health Insurance

17785 - The Howard E. Nyhart Company, INC	12-May Wellness Reimbursements \$200.00	06/29/2020	200.00
17785 - The Howard E. Nyhart Company, INC	12-June Wellness Reimbursements \$1462.00	06/29/2020	1,462.00



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/01/2020	862.10
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 3	<u>\$2,524.10</u>
		Transactions	
Program 120000 - Main Totals		Invoice 4	<u>\$3,603.06</u>
		Transactions	
Department 12 - Human Resources Totals		Invoice 4	<u>\$3,603.06</u>
		Transactions	
Fund 801 - Health Insurance Trust Totals		Invoice 4	<u>\$3,603.06</u>
		Transactions	

Fund 802 - Fleet Maintenance(\$9500)

Department 17 - Fleet Maintenance

Program 170000 - Main

Account 52230 - Garage and Motor Supplies

50605 - Bauer Built, INC	17-disposal fee-3 commercial truck tires-6/18/20	07/10/2020	30.00
50605 - Bauer Built, INC	17-disposal fee-54 light truck tires-6/18/20	07/10/2020	243.00
50605 - Bauer Built, INC	17-disp fee-wide base/comm & light truck-86-5/20/20	07/10/2020	425.00
50605 - Bauer Built, INC	17-tires-445/65R255 (2)	07/10/2020	1,568.00
50605 - Bauer Built, INC	17-tires-11R225 PXY1 RTRD (10)	07/10/2020	2,115.91
13929 - Eckert's Tech Supply, INC	17-skid, misc. stock parts	07/10/2020	181.75
4693 - Monroe County Tire & Supply, INC	17-tires-16X6.50-8 Carlisle TurfMaster (2)	07/10/2020	90.50
4693 - Monroe County Tire & Supply, INC	17-tires-315/80R22.5 (1)	07/10/2020	521.20

Account 52230 - Garage and Motor Supplies Totals	Invoice 8	<u>\$5,175.36</u>
	Transactions	

Account 52240 - Fuel and Oil

4046 - Heritage-Crystal Clean, INC	17-stock antifreeze-HD Naps Free ELC 50/50 Premix	07/10/2020	266.37
349 - White River Cooperative, INC	17-diesel fuel-7,134 gallons-6/10/20	BC 2019-107A 07/10/2020	12,576.53



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Account	Invoice 2 Transactions	
Account 52240 - Fuel and Oil Totals		\$12,842.90
Account 52320 - Motor Vehicle Repair		
7330 - Autozone Stores LLC	17-parts return-filters	(7.47)
7330 - Autozone Stores LLC	17-parts-Ford/GM Oval MT 7	28.64
7330 - Autozone Stores LLC	17-parts return-Inv. 0697996701	(59.99)
7330 - Autozone Stores LLC	17-parts-Duralast seals	77.82
7330 - Autozone Stores LLC	17-parts-wiring harness, trailer hitch	204.98
244 - Bloomington Ford, INC	17-parts return-kit	(16.30)
244 - Bloomington Ford, INC	17-parts-tube asy	105.54
941 - Central Indiana Truck Equipment Corporation	17-parts-30mm prox switch	67.50
941 - Central Indiana Truck Equipment Corporation	17-parts-18mm sourcingprox	77.33
941 - Central Indiana Truck Equipment Corporation	17-parts-tipper handle housing, cart tipper handle	102.65
4335 - Circle Distributing, INC	17-parts-front wall	120.96
5792 - Clark Truck Equipment Co., INC	17-#443 springs	77.65
5792 - Clark Truck Equipment Co., INC	17-#845 valve and pump	312.06
5792 - Clark Truck Equipment Co., INC	17-#4461 jack assy, shaft and flange	1,421.26
21104 - Cummins Crosspoint, LLC	17-#445 belt	77.36
594 - Curry Auto Center, INC	17-parts-S-N-Tank	102.85
51827 - Fire Service, INC	17-#335 ball joint, steering gear, window crank	9,922.44
4044 - Industrial Hydraulics, INC	17-disassemble/inspect hydraulic dump cyclinder	2,151.92
11672 - Jack Doheny Companies, INC	17 - #601 blower motor and resistor	154.45



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11672 - Jack Doheny Companies, INC	17-stock filter	07/10/2020	194.57
394 - Kleindorfer Hardware & Variety	17-bolts	07/10/2020	1.76
2974 - MacAllister Machinery Co, INC	17-parts-plug kit, sockets	07/10/2020	11.17
2974 - MacAllister Machinery Co, INC	17-parts-keys (3)	07/10/2020	27.31
2974 - MacAllister Machinery Co, INC	17-parts-cap as.	07/10/2020	32.09
2974 - MacAllister Machinery Co, INC	17-parts-element hyd	07/10/2020	75.71
2974 - MacAllister Machinery Co, INC	17-parts-valves, pins, receptacle K1	07/10/2020	99.46
2974 - MacAllister Machinery Co, INC	17-parts-harness AS-w	07/10/2020	222.59
2974 - MacAllister Machinery Co, INC	17-credit-core returns (6)-Inv. #P2809344	07/10/2020	(746.46)
2974 - MacAllister Machinery Co, INC	17-parts-o-rings, inj. sleeves, sockets	07/10/2020	759.77
2974 - MacAllister Machinery Co, INC	17-parts-injectors (6), core deposits (6)	07/10/2020	4,193.10
680 - NCH Corporation- Partsmaster	17-connectors, flap wheels, screws, etc.	07/10/2020	452.11
4547 - Riddle Tractor Sales (Lawrence County Equip.)	17 - #760 filters, oil, and elements	07/10/2020	382.81
54351 - Sternberg, INC	17-parts-gear, kit SBOB	07/10/2020	165.89
950 - Tri-State Bearing Co, INC	17-stock bearings	07/10/2020	546.02
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts-cable hood stop	07/10/2020	10.58
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts-drain assy	07/10/2020	13.94
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts-tube assy-shunt	07/10/2020	673.74
2096 - West Side Tractor Sales CO.	17-filter elements	07/10/2020	81.85

Account **52320 - Motor Vehicle Repair** Totals

Invoice 38
Transactions

\$22,119.66

Account **52420 - Other Supplies**



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409 - Black Lumber Co. INC	17-shop-green mask tape-6/15/20		07/10/2020	6.99
409 - Black Lumber Co. INC	17-shop-sandpaper, mask tape, primer-6/11/20		07/10/2020	21.63
409 - Black Lumber Co. INC	17-shop-paint brush, plasticdip-6/15/20		07/10/2020	24.47
177 - Indiana Oxygen Company, INC	17-12" cylcart semi pneumatic tires w/tool		07/10/2020	124.04
177 - Indiana Oxygen Company, INC	17-shop-oxygen, acetylene, fuel gases-5/31/20		07/10/2020	168.33
177 - Indiana Oxygen Company, INC	17-shop-acetylene, oxygen-6/11/20		07/10/2020	182.21
Account 52420 - Other Supplies Totals			Invoice 6 Transactions	<u>\$527.67</u>
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	28-cell phone chgs 5/12-6/11/20-ITS/OOTM/PW DIV		06/24/2020	41.61
Account 53210 - Telephone Totals			Invoice 1 Transactions	<u>\$41.61</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-5/7-6/8/20	BC 2010-23	06/29/2020	445.90
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	<u>\$445.90</u>
Account 53620 - Motor Repairs				
244 - Bloomington Ford, INC	17 - #629 water pump replacement		07/10/2020	840.54
52607 - Jim's Custom Trim Shop	17 - #123 repair to drivers door panel		07/10/2020	95.00
4439 - JX Enterprises, INC	17 - #485 OSL repairs to the DEF system		07/10/2020	1,023.14
4474 - Ken's Westside Service & Towing, LLC	17-towing Unit 223-6/5/20		07/10/2020	50.00
6476 - Samuel D Wray (Wray Automotive)	17-#876 alignment		07/10/2020	50.00
Account 53620 - Motor Repairs Totals			Invoice 5 Transactions	<u>\$2,058.68</u>
Account 53920 - Laundry and Other Sanitation Services				



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19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-6/10/20	BC 2009-52	07/10/2020	15.94
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service- 6/10/20		07/10/2020	69.82
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-6/17/20		07/10/2020	71.64
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-6/17/20	BC 2009-52	07/10/2020	15.94
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 4 Transactions	<hr/> \$173.34
Program 170000 - Main Totals			Invoice 65 Transactions	<hr/> \$43,385.12
Department 17 - Fleet Maintenance Totals			Invoice 65 Transactions	<hr/> \$43,385.12
Fund 802 - Fleet Maintenance(S9500) Totals			Invoice 65 Transactions	<hr/> \$43,385.12

Fund 804 - Insurance Voluntary Trust

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		06/23/2020	51.79
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/24/2020	163.38
17785 - The Howard E. Nyhart Company, INC	12-City URM		06/25/2020	117.68
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/26/2020	160.53
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/29/2020	136.51
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/29/2020	127.91
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/30/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/DDC URM		06/30/2020	24.28
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/01/2020	162.57



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Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice 9 Transactions	\$974.65
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util		
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 06/24/2020	155.42
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 06/26/2020	631.50
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 06/29/2020	115.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 06/29/2020	33.03
17785 - The Howard E. Nyhart Company, INC	12-Util URM 06/29/2020	241.86
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 06/30/2020	44.44
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 07/01/2020	588.76
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice 7 Transactions	\$1,810.01
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util		
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical DDC - Util 06/23/2020	740.00
17785 - The Howard E. Nyhart Company, INC	12-City/DDC URM 06/30/2020	640.00
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals	Invoice 2 Transactions	\$1,380.00
Program 120000 - Main Totals	Invoice 18 Transactions	\$4,164.66
Department 12 - Human Resources Totals	Invoice 18 Transactions	\$4,164.66
Fund 804 - Insurance Voluntary Trust Totals	Invoice 18 Transactions	\$4,164.66
Fund 978 - City 2016 GO Bond Proceeds		
Department 06 - Controller's Office		
Program 06016G - 2016 G Sanitation Carts		
Account 54510 - Other Capital Outlays		



Board of Public Works Claim Register

Invoice Date Range 06/23/20 - 07/10/20

5697 - Cascade Engineering, INC	16-10 35 gal lids		07/10/2020	205.00
	Account 54510 - Other Capital Outlays Totals		Invoice 1	\$205.00
			Transactions	
	Program 06016G - 2016 G Sanitation Carts Totals		Invoice 1	\$205.00
			Transactions	
 Program 06016H - 2016 H Exhaust Removl/Guard Rail				
Account 54510 - Other Capital Outlays				
290 - James H Drew, Corporation	3-Guardrail Replacement throughout City (CN)_Roy PM	BC 2020-21	07/10/2020	179,708.26
	Account 54510 - Other Capital Outlays Totals		Invoice 1	\$179,708.26
			Transactions	
	Program 06016H - 2016 H Exhaust Removl/Guard Rail Totals		Invoice 1	\$179,708.26
			Transactions	
	Department 06 - Controller's Office Totals		Invoice 2	\$179,913.26
			Transactions	
	Fund 978 - City 2016 GO Bond Proceeds Totals		Invoice 2	\$179,913.26
			Transactions	
	Grand Totals		Invoice 311	\$534,598.21
			Transactions	

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/10/2020	Claims				534,598.21
					534,598.21

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 **\$ 534,598.21**

Dated this 7th day of July year of 2020.

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 _____