

BOARD OF PUBLIC WORKS

MEETING PACKET

January 29, 2013

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

A Regular Meeting of the Board of Public Works to be Held Tuesday, January 29, 2013 at 5:30 p.m., in the City Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

- I. MESSAGES FROM BOARD MEMBERS**
- II. APPROVAL OF MINUTES – January 15, 2013**
- III. PETITIONS & REMONSTRANCES**
- IV. TITLE VI ENFORCEMENT**
- V. HEARINGS FOR NOISE APPEAL**
- VI. OLD BUSINESS**
- VII. NEW BUSINESS**
 - 1. Resolution 2013-05: Request to Encroach into Public Right of Way with Water Meter Vault at 340 S. Walnut Street from BIGO Properties, LLC**
 - 2. Resolution 2013-06: Use of Public Streets for 4th Street Festival of the Arts and Crafts (Friday, 8/30 thru Sunday 9/1)**
 - 3. Resolution 2013-07: Request to Reserve Parking on Kirkwood Avenue for Boys and Girls Club Auxiliary Strawberry Festival (Thursday, 5/9)**
 - 4. Resolution 2013-08: Allow Itinerant Merchant to Operate in the Public Right of Way (Lance Kellar-The Hunters Dogs)**
 - 5. Request for Noise Permit for the AIDS Walk Event (Saturday, 3/23)**
 - 6. Request for Noise Permit for the KRC Concert Series at Woolery Stone Mill (Thursday, 4/11 & Friday, 4/12 or Thursday, 4/18 & Friday, 4/19)**
 - 7. Approval of Change Orders # 4, 5, 6 & 7 for the South Walnut Streetscape Project**
 - 8. Approval of INDOT-LPA Design Contract Amendment for the 17th & Arlington Project**
- VIII. STAFF REPORTS & OTHER BUSINESS**
- IX. APPROVAL OF CLAIMS**
- X. ADJOURNMENT**

NEXT REGULAR MEETING: Tuesday, February 12, 2013 at 5:30 p.m. in the City Council Chambers in City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana

The Board of Public Works meeting was held on Tuesday, January 15, 2012 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

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

Present: Charlotte Zietlow
James McNamara
Frank Hrisomalos

ROLL CALL

City Staff: Susie Johnson, Director- Public Works
Adrian Reid – City Engineer
Rick Alexander – Asst. Director of Engineering
Roy Aten - Engineering
Jackie Moore – City Legal
Chris Smith - Public Works
Miah Michaelsen – ESD
Laurel Archer – Public Works

McNamara made a motion that the 2013 Board of Public Works officers be as follows: Dr. Frank Hrisomalos, Secretary; James McNamara, Vice President, and Charlotte Zietlow, President.

**ELECTION OF
OFFICERS**

Hrisomalos seconded the motion. The motion passed.

Zietlow thanked the crews for clearing the streets. McNamara stated Walnut Street is fantastic. McNamara also stated the addition of parking inventory between Walnut and College is not insignificant.

**MESSAGES FROM
BOARD MEMBERS**

McNamara moved to approve the minutes December 18, 2012. Hrisomalos seconded the motion. The motion passed.

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

None

**TITLE VI
ENFORCEMENT**

None

**HEARINGS FOR NOISE
APPEALS**

OLD BUSINESS

Michaelsen stated this is Resolution 2012-88 which the Board approved in 2012 and now is being brought back to the Board so the Resolution can accurately reflect the lead sponsor. The sponsorship is now led by South Central Indiana Community AIDS Action Group, with additional support from IU Health Bloomington-Positive Link, Indiana University School of Public Health, and the Bloomington Hospital Foundation. This will be the 9th Annual

**Revised Resolution 2012-
88: To Correct
Sponsorship for the IU
Health AIDS Walk Event
(Saturday, 3/23)**

AIDS Walk on Saturday, March 23rd, beginning at noon at the Waldron Hill and Buskirk Park. They accept donations and all proceeds go to IU Health Positive Link which provides educational resources and support for those living with HIV AIDS.

Approximately 250 participants are expected. The route has not changed.

McNamara made a motion to approve Revised Resolution 2012-88 To Correct Sponsorship for the IU Health Aids Walk Event on Saturday, March 23, 2013. Hrisomalos seconded the motion. The motion passed.

Roy Aten, City Engineering Department, stated there is a dumpster at 200 N. College Avenue. Monroe County would like to extend the date for the dumpster placement until March 1st. This dumpster is in place to facilitate a remodel of the Health Building for the County. The City did look at other spaces for the dumpster to try and get it off College but there was really no other place.

Jason Carnes, Commissioners Administrator for Monroe County stated the lower level of the Health Services Building is being renovated for the future home of Family Clinic there. The contractor, Weddle Brothers, stated they would need a dumpster for the demo material. Initially the parking lot behind the building was considered, however, the dumpster company said it would be hard for them to get in and out of there due to the angle. The lower level of Health Department is being remodeled.

McNamara made a motion to approve the request from Monroe County to place a dumpster at 200 North College Avenue for the Health Department Building's Remodel Project (12-26-12 thru 3-1-13). Hrisomalos seconded the motion. The motion passed. Dumpster placement approved.

Michaelsen stated the petitioner has asked for a noise permit to allow for a DJ and amplified music to be played at a wedding and reception at the Parks Sycamore Shelter is at the Lower Cascades Park on July 6, 2013 beginning at 4:00 p.m. Staff does support this request. Anytime the Parks Department receives a reservation for a shelter that involves some sort of noise or amplified music, they do ask that the renter apply for a Noise Permit.

McNamara made a motion to approve the request for Noise Permit for wedding event at Sycamore Shelter within Lower Cascades Park on Saturday, July 6, 2013. Hrisomalos seconded the motion. Motion

NEW BUSINESS

Request from Monroe County to Place Dumpster at 200 N. College Avenue for the Health Department Building's Remodel Project (12/26/12 thru 3/1/13)

Request for Noise Permit for Wedding Event at Sycamore Shelter within Lower Cascades Park (Saturday 7/6)

passed.

Michaelsen explained the Monroe County Public Library requested the temporary closure of Grant Street between 6th Street and the alley between Pygmalians and Cafe Django to automobile traffic between 5:00 p.m. and 8:00 p.m. on Monday, April 15, 2013. This event is in partnership with MCCSC. The library is hosting children's book author and performer Amy Krouse Rosenthal for a public performance. The actual program will run from 6:30- 7:30 p.m. Amplified sound will be used as part of the event and Monroe County Public Library is requesting a Noise Permit as part of the petition. The petitioner has received verbal permission from Cafe Django and Pygmalians to close this section of the street. This is the same area that was closed for the Grant Street Jazz Festival. This will leave the alley and southern part of Grant Street accessible, and will limit disruptions to traffic and leave access to Cafe Django and Pygmalians. The ESD staff supports this emerging festival street and the activity going on here, as well as events that seek to bring new audiences to Downtown, and love the idea of having a children's event in this area.

Resolution 2013-01: Use of a portion of the 100 block N. Grant Street for the Monroe County Public Library Outdoor Performance Event (Monday, 4/15)

Josh Wolf, Children's Services Manager for MCPL, introduced himself. Wolf stated Amy Krouse Rosenthal is a combination picture book sensation and also writes for adults. The librarians from MCCSC approached the library because she is doing six performances on the 15 and 16th of April at various elementary schools. It was thought a public event would be nice so everyone could see her, and not just the children in those schools.

McNamara asked if the event would be rain or shine. Wolf stated it is rain or shine, and if it rains it will be hosted in the Children's Department at MCPL.

Zietlow asked if she sings or dances. Wolf stated this is not a musical event. She talks and does a lot of audience interaction. Wolf encouraged anyone interested to go to visit WhoisAmy.com. She does flash mob sort of things.

McNamara was curious if this was the first time the Library has sponsored an outdoor event. Wolf stated the Library does outdoor events from time to time; several years ago Kirkwood was closed for a band performance.

McNamara made a motion to approve Resolution 2013-01 Use of a portion of the 100 Block of North Grant Street for the Monroe County Public Library Outdoor Performance event on Monday, April 15th. Hrisomalos seconded the motion. The motion passed.

Resolution 2013-02 approved.

Michaelsen stated Alexander Haralovich has applied for an Itinerant Merchant Permit. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application. The Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued. The business will operate from a food cart. The application is for one year. The primary menu item is traditional perogi.

Resolution 2013-02:
Allow Itinerant Merchant
to Operate in the Public
Right of Way (Haralovich
Food Services)

Alex Haralovich introduced himself and stated he is a member of the Haralovich Food Services. He explained they make a traditional perogi that is quite delicious, and based on a family recipe. Zietlow asked what is it filled with and Haralovich stated the mainstay is a meat perogi, but there is a potato as well.

McNamara asked when and where he hopes to sell his perogi. Haralovich stated initially it will be at the Atlas Ballroom where they have talked with the owners. It will be set up as dining menu with them.

Zietlow asked if he would be one of the late night vendors. He stated initially, but is also looking to do more a dinner type catering business.

McNamara made a motion to approve Resolution 2013-02: Allow Itinerant Merchant to Operate in the Public Right of Way (Haralovich Food Services). Hrisomalos seconded the motion. The motion passed. Resolution 2013-02 approved.

Further discussion about Itinerant Merchant Permits ensued:

Hrisomalos stated so many of these permits have been approved recently and he wondered if there is a cap on them, or is there an overlay of one person over another person's area, and if it is taking up too many parking spaces.

Michaelsen stated it was a great question. Currently ESD is leading an internal and external conversation about food trucks. As it stands with the ordinance currently, if someone meets the criteria then they have to come before the Board of Public Works. It is the Board's choice to decide if it is reaching a maximum as it relates to food trucks. But conversations are happening now to see where this is

going, if it is at a tipping point, whether the locations of where they can and cannot go needs to be reviewed, whether caps need to be considered for the number approved or the times they are allowed. All these issues are being discussed. Jason Carnes will be taking on a lot of the Itinerant Merchant responsibilities when he begins his duties with the City. It was Michaelson's belief there will be a more public conversation about where food trucks go in the future. When the Itinerant Merchant Ordinance was revised staff did not anticipate so many applications. Staff wants to make sure there is a healthy balance of established restaurants as well as new offerings, and that everyone can co-exist in a way that is healthy for the businesses and well as the downtown.

Zietlow asked if there has been feedback. Michaelson stated staff has met with the Bloomington Independent Restaurant Association (BIRA) and they had some suggestions. Staff is also talking to Downtown Bloomington Inc. because this primarily impacts the downtown area.

Zietlow asked if they could go into private parking lots. Michaelson stated they cannot unless they have the private property owners' permission. That is then a temporary use permit which only allows them 14 consecutive days in a year. Staff is also looking at possible revisions to the temporary use permit to allow them to utilize private parking lots. BIRA is interested in that as an option, as are some of the food trucks.

McNamara thanked Dr. Hrisomalos for bringing this question to the Board. McNamara also stated the Board could always establish a moratorium if needed. McNamara stated many of these food trucks are going for the "bar crowd" which is after 10:00 p.m. There is fast food, but most other restaurants are closed. BIRA membership is supportive of them after 11:00 p.m. and the bar owners are very receptive after that point as well because they serve a useful purpose.

Michaelson stated the process required to get to the Board generally weeds out the folks who are dabbling. Michaelson also stated staff is seeing more of the permanent brick and mortar restaurants looking for permits as well.

Zietlow would like to see a list of all the permits that have been granted. Michaelson stated she would supply a list. McNamara felt there was also the social issue of getting food into the stomachs of those out and about at that time. There is also a public safety component as well, to make sure food trucks are operating on the correct side of the street, and not opening to traffic. There is also the question of enforcement as it relates to licensed vendors versus non-

licensed vendors. Zietlow asked if that would be police enforcement. Michaelsen stated at this point it is, and there are also talks with the Health Department to see if they can help as it relates to enforcement.

Christina Smith, Public Works Department, stated Public Works has partnered with Community Action Program (CAP) to provide trash stickers to income eligible families since 1993. This agreement allows CAP to distribute 12,000 stickers during the 2013 calendar year. Staff is very supportive of this request and recommends the Board approve.

McNamara made a motion to approve Resolution 2012-03 Agreement with Community Action Program (CAP) regarding the distribution of City trash stickers. Hrisomalos seconded the motion. The motion passed.

Alexander stated there is at least one more apartment complex coming to Morton Street. This is 640 North Morton, between 10th and 11th on the eastside of Morton. This is part of the Elliott Lewis 10th & College complex. The developer is required by Planning to have two encroachments which are bike racks and a street light. The developer has requested the canopy over the door and into the public right of way slightly, but not over the sidewalk. There is both an Encroachment Agreement and Hold Harmless Agreement for the three items. The canopy is minor and does not affect pedestrians. Staff recommended approval.

Hrisomalos asked if this would be their light. Alexander stated it would be their light and on their meter.

McNamara asked if the ground floor is residential. Alexander stated it would need a variance, as the ground floor would have to be commercial.

McNamara made a motion to approve Resolution 2013-04: Request to Encroach into Right of Way with Public Improvements at 640 N. Morton Street, Morton Grad Apartments. Hrisomalos seconded the motion. The motions passed. Resolution 2013-04 approved.

Alexander stated Woolery Mill Phase 3 is located just east of the intersection of Countryside Lane and Adams Hill Circle and is also east of Summit Elementary School. Phase 3 of the development belongs to Jeff and Valerie Arthur of Bedford. There are about four new residences in that development. When the snow hit this winter the developer was out of town and the City received calls from residents who did not get their street plowed. Staff decided it might be in the best interest of everyone concerned if the City take over the

**Resolution 2013-03:
Agreement with
Community Action
Program (CAP)
Regarding the
Distribution of City
Trash Stickers**

**Resolution 2013-04:
Request to Encroach into
Right of Way with Public
Improvements at 640 N.
Morton Street, Morton
Grad Apartments**

**Agreement to provide
City Services at Woolery
Mill Phase 3**

snow and ice removal for both Countryside Lane and then the side street called Star View Lane which eventually connects back to Adams Hill Circle. An agreement has been prepared by City staff to allow Public Works to both plow the street in inclement weather and provide sanitation services, including trash and recycling services.

McNamara stated this troubles him when private streets have the expectation of having services, since many of those streets are sub-standard.

Johnson stated that she understood and agreed with McNamara's analysis. However, it is anticipated that these streets will be taken into the City's inventory, not because of an unusual request, but because these streets are designed to meet the City's specification. All improvements have not been completed and when they are they will be added. If they do not fulfill their portion of the agreement then the service will be discontinued. These streets were never intended to be private streets. McNamara wanted it clarified that the City receives no compensation in the interim. Johnson stated the residents do pay property taxes, but there is no other compensation for plowing snow.

Zietlow asked if the City receives road and street funds. Johnson stated the LRS fund is based on the total mileage submitted, but 1/10 of a mile should not effect that outcome in anyway.

McNamara made a motion to approve Agreement to provide City Services at Woolery Mill Phase 3. Hrisomalos seconded the motion. The motion passed.

Smith stated all authorizations for lights will be done together All four outdoor lighting services agreement have gone through the standard internal procedures. All requests meet the warrants for additional street lighting.

McNamara made a motion to approve the Authorization of Outdoor Lighting Service Agreements for South Woods Edge Bend, South Walnut Street Pike, N. Pete Ellis Drive, and South Claybridge drive. Hrisomalos seconded the motion. The motion passed. Outdoor Lighting Service Agreements approved.

Johnson publicly thanked the Street Department for spending the day

Authorization of Outdoor Lighting for S. Woods Edge Bend

Authorization of Outdoor Lighting for S. Walnut Street Pike

Authorization of Outdoor Lighting for N. Pete Ellis Drive

Authorization of Outdoor Lighting for S. Claybridge Drive

STAFF REPORTS &

after Christmas and then some doing an excellent job on snow patrol. She added these crews, in her opinion, do the best job in the State of Indiana on snow control. Not only did they spend the entire day after Christmas, they all, every single one of them came in again on New Year's Eve to take care of snow control. These guys and gals are committed and wanted to tell them and thank them, good job! The Board wanted their thanks know as well and asked that a letter be sent to the crew.

OTHER BUSINESS

McNamara stated the following should have been in the Messages, but wanted to acknowledge the passing of Mike Hostetler who was not only a great cop, but also a fantastic human being; it was a great honor to work with him. He will be missed.

Hrisomalos asked for a grade on residents cleaning their snow off the sidewalks. Johnson stated from her perspective of working in HAND for years, and doing a lot of the enforcement when the ordinance first went into effect, that it seems in the last five years compliance has greatly increased. Hrisomalos asked if she knew how many tickets were given out. Johnson stated she would ask HAND for that information. McNamara stated he knows there was a wave of warning tickets that went out.

McNamara moved to approve the claims. Hrisomalos seconded the motion. Motion passed; claims approved.

APPROVAL OF CLAIMS

McNamara moved to adjourn the meeting. Hrisomalos seconded the motion. Meeting adjourned at 6:19 p.m.

ADJOURNMENT

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Resolution 2013-05: Request to Encroach into Public Right of Way with Water Meter Vault at 340 S. Walnut Street from BIGO Properties, LLC

Petitioner/Representative: BIGO Properties, LLC / Mary Friedman

Staff Representative: Roy Aten

Date: 01/29/2013

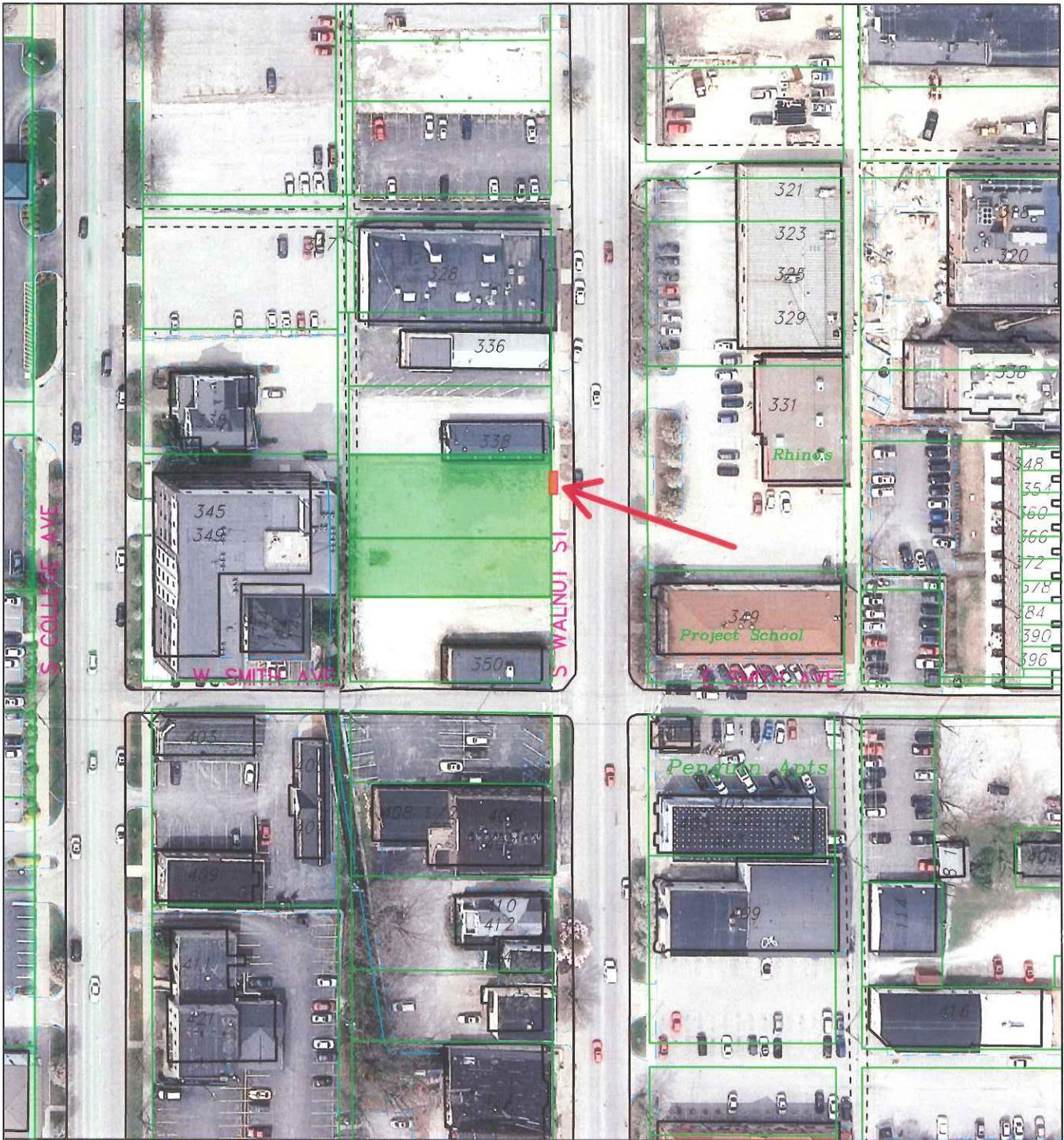
Report: BIGO Properties is in the process of erecting a new commercial/residential building at 340 South Walnut Street. The water demands for this project require a 7 foot by 10 foot water meter/valve box to be set on the property, near the eastern property line. Typically this vault is located within the boundary of the property and is owned by the property owner. In order to facilitate the vault location, the Architect for the project has moved the building as far west as the site plan would allow. What remains is that approximately two feet of the vault will remain under the sidewalk and within the right-of-way.

The petitioner is requesting this encroachment agreement for the two feet of vault that is within the City right-of-way.

Recommendation and Supporting Justification: The petitioner has worked with City Engineering and the Utilities Department to determine the best location for the water meter vault. The vault will be concealed underground with the access door and protruding pipes remaining on the petitioners property. City Engineering recommends the approval of Resolution 2013-15, Encroachment at 340 South Walnut Street.

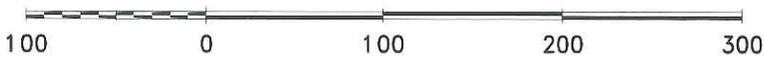
Recommend **Approval** **Denial** by: Roy Aten

Board of Public Works
Staff Report



340 S Walnut St

By: atenro
23 Jan 13



City of Bloomington
Engineering



Scale: 1" = 100'

For reference only; map information NOT warranted.

RESOLUTION 2013-05
ENCROACHMENT AT 340 SOUTH WALNUT STREET

WHEREAS, BIGO PROPERTIES, LLC, (hereinafter referred to as "Owners"), own a commercial lot at 340 South Walnut Street in Bloomington, more fully described as a part of the East half of Seminary Lot 22, in Monroe County, Indiana as described in instrument number 2004026485, recorded 12/10/2004 in the Office of the Recorder of Monroe County, Indiana; and

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

WHEREAS, the erection of a new commercial building requires the installation of a 10 foot by 7 foot water meter/valve vault for water service, (hereinafter referred to as "vault"); and

WHEREAS, in determining the placement of the vault after consultation with City of Bloomington Departments, all agree that the location of this vault will best serve the Bloomington Fire and Utilities Departments by being placed adjacent to the right of way of South Walnut Street; and

WHEREAS, due to site plan requirements there is not adequate space available on the lot for the installation of the required vault; and

WHEREAS, Owners are requesting permission from the Board of Public Works for an encroachment into the public right-of-way for the installation of a water meter/valve vault as shown on the attached drawing which will be a part of this recorded document; and

WHEREAS, Owners are requesting permission from the Board of Public Works for an encroachment into the public right-of-way for the installation of a water meter/valve vault as shown on the attached drawing which will be a part of this recorded document; and

Proposed Encroachments:

A water meter/valve vault running approximately 10 feet parallel to the eastern property line, that will encroach approximately 2 feet into the Rights-of-Way of South Walnut Street.

WHEREAS, the right of way at this location is very wide and the new structure should not create any problems for the City, but the City may, from time to time, need to enter into the right of way for various maintenance, health and safety purposes and does not desire to vacate the right of way;

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington, by and through it Board of Public Works (hereinafter called "City"), agrees that the City will not initiate any legal action against the Owners regarding the maintenance of the vault in the described area of the City right of way, under the following conditions:

1. The Owners shall be allowed to install a portion of a vault in the right of way immediately adjacent to their property at 340 South Walnut Street with the agreement that both the vault materials and the exact locations will be approved by the City Engineering staff.
2. The Owners shall be responsible for the timely performance of all maintenance of the vault and shall bear all expense regarding such maintenance.
3. All materials and labor necessary for the improvement and maintenance of the vault are the sole responsibility of the Owners.
4. Owners agree that the only encroachment that may be installed in the right of way is that described herein. In the event Owners wish to install further encroachment they must obtain additional approval from the Board of Public Works.
5. The City retains the right for the City, all public utilities, or any entity which has obtained a permit to work in the right of way, to enter into this right of way when, in the City's opinion, such entry is necessitated in order to maintain said right of way or to perform other duties or functions for which entry on said right of way is, in the opinion of the City, needed.
6. The terms of this agreement shall be in effect upon execution of this document by Owners and acknowledgment by Owners that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if Board determines the encroachment is undesirable in terms of the general welfare of the City.
7. If at any time it is determined that the City right of way should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching improvements interfere with the planned public improvements, then the Owners shall remove said encroachments upon notification by City, at the Owners' expense and without compensation by City. The Owners hereby agree, on their own behalf and on behalf of their successors in interest, to cease use of the right of way and remove the encroachments upon notice by the City.
8. Owners agree for themselves and their successors in interest to release and forever discharge, indemnify and hold harmless the City of Bloomington, its departments, officers, agents, employees, successors and assigns for any and all actions, including attorney's fees, losses or injuries that occur as a result of its use of the right of way. In case any claim or action in court is brought against the City of Bloomington, or any office or agent of it, for the failure, omission or neglect of the Owners to perform any of the covenants, acts, matters or things by this agreement undertaken or for injury or damage caused by alleged negligence of the Owners or their agents, employees or subcontractor, the Owners shall indemnify and save harmless the City of Bloomington and its officers and agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action, including attorney's fees.
9. This resolution shall run with the land and shall bind the Owners and their successors in interest. It shall be effective from the date of passage by the Board of Public Works and written acceptance by the Owners. This written acceptance shall be accompanied by a copy of this recorded document, which must include the Recorder's identification number.
10. Mary Friedman, member of BIGO PROPERTIES, LLC, agrees by signing that she has full power by proper action to enter into this agreement and has the authority to do so.

BOARD OF PUBLIC WORKS:

Charlotte Zeitlow, President

By: _____
Mary Friedman, member
BIGO PROPERTIES, LLC

Dr. Frank N. Hrisomalos

James McNamara

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Charlotte Zeitlow, James McNamara and Dr. Frank N. Hrisomalos, members of the City of Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this ____ day of _____, 2013.

Witness my hand and official seal.

Notary Public Signature

My Commission expires: _____

Printed Name

County of Residence: _____

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Mary Friedman, member of BIGO PROPERTIES, LLC, and acknowledged the execution of the foregoing instrument this ____ day of _____, 2013.

Witness my hand and official seal.

Notary Public Signature

My Commission expires: _____

Printed Name

County of Residence: _____

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, BIGO PROPERTIES, LLC, in Bloomington, IN, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the use of the public right of way west of South Walnut Street and adjacent to the property at 340 South Walnut Street: and

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

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

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

THE PARTIES, INTENDING TO BE BOUND, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

"RELEASOR"

"RELEASEE"

Mary Friedman,
BIGO PROPERTIES, LLC

City of Bloomington

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

This document prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington Legal Department, P. O. Box 100, Bloomington, Indiana, 47402



Board of Public Works Staff Report

Project/Event: 4TH Street Festival of the Arts and Crafts

Petitioner/Representative: 4th Street Festival

Staff Representative: Miah

Meeting Date: January 29, 2013

The annual 4th Street Festival of the Arts and Crafts wishes to request the closure of Fourth, Grant and Dunn Streets Friday, August 30 through Sunday, September 1 for this year's festival which will be August 31 and September 1.

The closure of Dunn Street has proved to be a great boon to the festival, allowing the event to "stretch out" and accommodate the growing crowds (oppressive heat and hurricane rains notwithstanding).

BPD & BFD continue to have no objection to the increased festival footprint. The businesses in that area have been contacted by festival organizers, and they have had no objections.

The 4th Street Festival of the Arts and Crafts is the largest single arts event in the city, serves to officially "kick off" the fall arts and cultural season in Bloomington and brings many visitors downtown to patronize restaurants, shops and hotels.

Staff supports the request.

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

RESOLUTION 2013-06
4TH STREET FESTIVAL OF THE ARTS AND CRAFTS

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

WHEREAS, the City has committed itself to promoting the arts; and

WHEREAS, 4th Street Festival, Inc., is desirous of using portions of 4th Street between Lincoln and Indiana, Grant Street; between Kirkwood Avenue and Third Street and Dunn Street between Kirkwood Avenue and Third Street to host the annual 4th Street Festival of the Arts and Crafts; and

WHEREAS, 4th Street Festival, Inc., has requested that the Board close certain streets in downtown Bloomington to traffic and parking from 5:00 p.m. on Friday, the 30th day of August until 12:00 midnight on Sunday, the 1st day of September, 2013, so that the 4th Street Festival, Inc., can have control over the streets for the purposes of providing an outdoor art show of high quality that is mutually beneficial to the exhibitors and the community; and

WHEREAS, 4th Street Festival, Inc., has agreed to indemnify and to hold harmless the City of Bloomington, City of Bloomington Board of Public Works or any of their agents or employees for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, has agreed to provide the City with a Certificate of Insurance, and has agreed to develop, have in place, and submit to City of Bloomington staff an Emergency Action Plan for the 4th Street Festival of the Arts and Crafts at least thirty (30) days prior to the beginning of the 4th Street Festival of the Arts and Crafts;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that 4th Street, between Lincoln and Indiana; Grant Street, between Kirkwood and Third Streets; and Dunn Street between Kirkwood and Third will be temporarily closed to traffic and parking from 5:00 p.m. on Friday, the 30th day of August until 12:00 midnight on Sunday, the 1st day of September, 2013.
2. That the street closures outlined above are for the purposes of allowing the 4th Street Festival, Inc., to provide an outdoor art show of high quality that is mutually beneficial to the exhibitors and the community on Saturday, August 31 and Sunday, September 1.
3. That artists, performers, craftspersons and vendors who have not received explicit authorization from the Committee, or their representatives or agents, to participate in the 4th Street Festival of the Arts and Crafts, shall not be permitted to utilize the closed off portions of the streets outlined above for the purposes of performing, displaying, producing or selling items or goods.

4. That by approval of this Resolution, the city noise ordinance is waived for performers and artists who have received explicit authority from the 4th Street Committee to participate in the 4th Street Festival of the Arts and Crafts.

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

6. That the City reserves the right to charge a reasonable fee for the aforementioned street closures and public parking lots affected by those street closures.

7. That in addition to agreeing to the above restrictions, the 4th Street Committee has agreed to the following, as evidenced by the signature of their representative below:

- A. The 4th Street Committee agrees to clean up the streets both before and after the event. The clean-up shall include, but not be limited to, removal of temporary "no parking" signs, picking up litter, sweeping any broken glass and the placing, emptying and removal of trash cans. Clean-up after the event shall be completed by 12:00 midnight, Sunday, the 1st day of September, 2013.
- B. The 4th Street Festival, Inc. must provide barricades in order to indicate that the street is closed. The Committee shall be responsible for placement and removal of these barricades.
- C. The 4th Street Festival, Inc., shall be responsible for notifying the press, affected businesses, public safety and transit agencies in advance of the street closing, along with posting "no parking" signs as required by City Ordinance.

The 4th Street Festival, Inc. agrees to submit a layout plan for booths as part of an Emergency Action Plan.

ADOPTED THIS _____ DAY OF _____, 2013.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN RESOLUTION 2013-06 ARE AGREED TO AND ARE ACCEPTABLE:

Chairperson
4th Street Festival, Inc.

RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

WHEREAS, 4th Street Festival, Inc., (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically 4th Street between Indiana Avenue and the Monroe County Bank Parking lot and Grant Street and Dunn Street between Third Street and Kirkwood Avenue and said facilities or public property is owned and is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the 4th Street Festival of the Arts and Crafts, on RELEASEE'S property with set up beginning at 5:00 p.m. on Friday, August 30, 2013, and with tear down and clean up ending on Sunday, September 1, 2013, by 12:00 midnight; and

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

WHEREAS, RELEASOR hereby agrees to accept the legal responsibility and to acquire related and professionally determined insurance coverage as to the described use of the facilities and public property and therefore hold RELEASEE defended, harmless, and indemnified regarding the RELEASOR'S and the public's use of the facilities and premises and any claims arising from and regarding RELEASOR'S alleged acts or omissions creating a legal liability for damages as to RELEASOR or as to RELEASEE; and

WHEREAS, RELEASOR hereby agrees to develop, enact, and enforce an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the 4th Street Festival of the Arts and Crafts, a copy of which RELEASOR agrees to submit to City of Bloomington staff at least thirty (30) days prior to the beginning of the 4th Street Festival of the Arts and Crafts;

THEREFORE, in consideration for the permission hereby granted use of the property of RELEASEE for said 4th Street Festival of the Arts and Crafts, and the above recitals incorporated as terms of this agreement, the RELEASOR by its undersigned agent, for RELEASOR and its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume responsibility for bodily and personal injuries and expenses, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a direct result of RELEASOR'S negligent act or acts or failure to act or that of RELEASOR'S employees or agents in using RELEASEE'S property as described above, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs, which may occur as a direct result of the RELEASOR'S negligence in using RELEASEE'S property for the 4th Street Festival for the Arts and Crafts, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

This agreement shall be liberally applied and construed to fulfill its purposes herein expressed to thereby include and provide insurance coverage for any tort claim liability of RELEASEE allegedly caused by the acts of omission of RELEASOR in sponsoring said festival.

THE PARTIES, INTENDING TO BE BOUND HEREBY, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on the dates indicated below.

“RELEASOR”

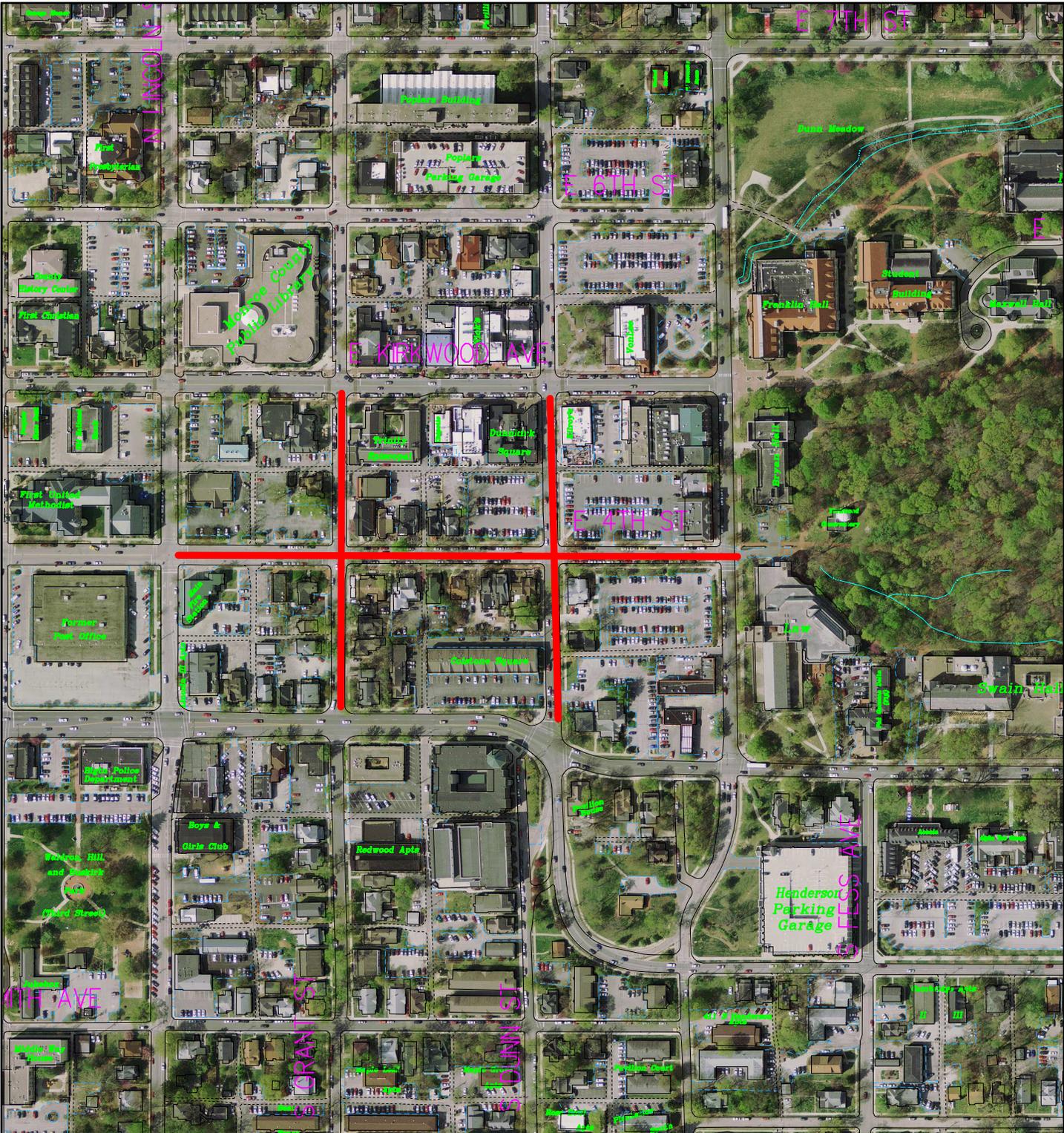
“RELEASEE”

Chairperson
4th Street Festival, Inc.

City of Bloomington

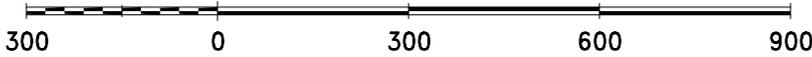
Date

Date

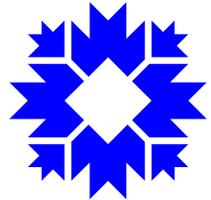


4th Street Festival of the Arts and Crafts

By: smithc
24 Jan 13



City of Bloomington
Public Works



Scale: 1" = 300'

For reference only; map information NOT warranted.



City of Bloomington
Public Works Department

BOARD OF PUBLIC WORKS STAFF REPORT

Meeting Date: January 29, 2013

Subject: Parking for Strawberry Festival

Staff Member: Miah Michaelson

Report: The Boys and Girls Club Auxiliary will hold the 27th annual Strawberry Festival on the Court House Lawn on Thursday, May 9. As in the past, they have requested to reserve 7 parking spaces on the west end of the block adjacent to the Court House for the ice cream truck and the volunteers that need to unload supplies throughout the day. The spaces would be reserved from 5:00 a.m. until 4:00 p.m. for their use.

Recommendation: Approval

RESOLUTION 2013-07
Strawberry Festival

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

WHEREAS, the Bloomington Boys' and Girls' Club Auxiliary is desirous of using seven parking spaces on Kirkwood in front of the Monroe County Courthouse to park a dairy truck and other vehicles in conjunction with the annual Boys' and Girls' Club Strawberry Festival to be held on the Courthouse lawn; and,

WHEREAS, the Bloomington Boys' and Girls' Club Auxiliary has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works, or any of their agents or employees harmless for any and all actions, losses or claims arising from said event and to supply the City with a certificate of insurance which names the City as an additionally insured; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works declares that seven parking spaces on Kirkwood between Walnut and College Streets be temporarily closed to parking from 5:00 a.m. to 4:00 p.m. on Thursday, May 9, 2013.

The Bloomington Boys' and Girls' Club Auxiliary agrees to be responsible for the placement of the "No Parking" signs 24 hours in advance and the removal of signs and any barricades after the event.

Adopted this 29th day of January, 2013.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow

James McNamara

Dr. Frank N. Hrisomalos

All terms and conditions contained in this resolution 2013-07 and agreement are acceptable and agreed to for Boys & Girls Club Auxiliary:

Signature

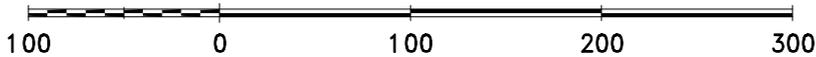
Printed Name and Position

Date

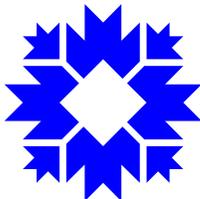


Strawberry Festival

By: smithc
24 Jan 13



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Lance Kellar – The Hunters Dogs

Staff Representative: Miah

Meeting Date: January 29, 2013

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

The business will operate from a food cart.

This application is for six months.

Staff is supportive of the request.

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

RESOLUTION 2013-08
Itinerant Merchant Food Vendor in Public Right of Way
Lance Kellar – The Hunters Dogs

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

WHEREAS, Lance Kellar (“Vendor”) is desirous of using public on-street parking and sidewalks within the City of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

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

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

The following conditions attach to this approval:

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

RESOLUTION 2013-08

- e) The Fourth Street Festival;
 - f) Arts Fair on the Square;
 - g) Strawberry Festival;
 - h) Canopy of Lights;
 - i) Fourth of July Parade; and
 - j) Any other special events approved by the City Controller.
11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
 12. Vendor shall not locate his business in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
 13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

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

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2013-08 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Lance Kellar

Date: _____



Itinerant Merchant, Solicitor and Peddler License Application Checklist

City of Bloomington Office of the Controller
401 N. Morton St. Suite 240 Bloomington, Indiana
812-349-3412

Applicant Information

Name: Lance Mellor
Physical Address: 613 S Park, Bloomington IN, 47401
Phone Number: 812-327-5967
Date of Birth: 02/05/1990

Corporate Contact Information

Name of Employer: The Hunters Dogs
Physical Address of Employer: 613 S Park, Bloomington IN, 47401
Phone Number of Employer: 812-327-5967
Length of Employment: 8 months

Employer is a:

Firm Limited Liability Corporation Corporation Partnership Sole Proprietor

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

Hot Dogs, pre cooked chili, cheese chips, pop

Length of Permit:

24 Hour-\$15 72 Hour-\$40 1 Calendar Week-\$75 30 Days-\$125
 6 Months-\$175 1 Year-\$240

You Must Obtain The Following:

- Proof of insurance in accordance with the limits described in Section 4.16.070 of the Bloomington Municipal Code:
 - Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate
 - Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
- Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Lance Kellar
Name, Printed

Lance Kellar
Signature

1/7/2013
Date Release Signed

You May Need To Obtain And Provide The Following (staff will advise):

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

MOBILE

Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

The Hunter's Dog's
613 S Park St
Bloomington, IN 47401

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

JAN 16 2013

Issued _____

By _____

Thomas W. Mayo

2013

Expires 1/31/14

This License Is Not Transferable to Another Individual or Location



EXAM FORM NO. 4741
CERTIFICATE NO. 9465667

ServSafe® Certification

TO **EVAN J VOSS**

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

10/09/2012

DATE OF EXAMINATION

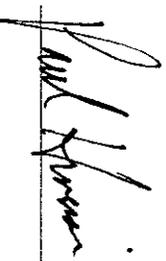
10/09/2017

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655



Paul Hineman
Executive Director, National Restaurant Association Solutions





Monroe County Health Department

Monroe County, Indiana

Health Department

Futures Family Planning Clinic

Public Health Clinic

119 W. 7th Street
(812) 349-2543

338 S. Walnut Street
(812) 349-7343

333 E. Miller Drive
(812) 353-3244

2012 MOBILE/PUSHCART RETAIL FOOD ESTABLISHMENT LICENSE APPLICATION

Name of Mobile Unit Hunter's Dogs License Plate Number 972 LPA

Name of Owner Lance Keller Address: 613 S Park Aven

City Bloomington State IN Zip _____ Phone _____

Commissary where unit is serviced (if applicable) or where is unit stored when not in use?

Place SHORT STOP Address _____

City Bloomington State IN Zip 47401

Monroe County Ordinance stipulates that it shall be unlawful for any person to operate a mobile retail food establishment in Monroe County who does not possess a valid license from the Monroe County Health Department. * ***The license and most recent inspection sheet shall be posted in the mobile unit.*** The license for a mobile retail food establishment shall be valid until JANUARY 31, 2013. **The license shall be obtained annually.**

FEE SCHEDULE

Mobile or Pushcart Unit
(Motorized or Non-Motorized)

*mobile PLAN REVIEW
FEE \$100.00*

X \$ 100.00 \$ 100.00 - \$ 200.00
total

Non-Motorized Prepackaged Ice Cream or other
Prepackaged Non-potentially hazardous foods

X ~~\$ 25.00~~ _____ ~~\$ 100.00~~

**** ATTENTION: A separate Itinerant Merchant's license is also required by the City of Bloomington, Office of the Controller (349-3412) if selling food within city limits!***

To be completed by MCHD
Food
Protection Staff

Approved by: BJK

Date: 11/16/12

Prepared by: _____

Date Issued: _____

Receipt Number: _____

PLEASE COMPLETE the reverse side of this application!!!



Monroe County Health Department

Monroe County, Indiana

Health Department	Futures Family Planning Clinic	Public Health Clinic
119 W. 7th Street (812) 349-2543	338 S. Walnut Street (812) 349-7343	333 E. Miller Drive (812) 353-3244

2012 COMMISSARY AGREEMENT

HAVE ANOTHER COPY OF THIS IN FILE.

Name of Mobile or pushcart unit The Hunter's Dog
Name of operator/phone#: 812 327-5867

Name of Owner: Lance Keller
Street Address of Owner: 613 S Park
City/State/Zip: Bloomington IN 47401
Phone Number: 812-327-5967

Title 410 IAC 7-24-113 of the Indiana State Department of Health Retail Food Establishment Sanitation Requirement states that "all mobile food units must meet minimum requirements pertaining to water and food source, sewage and solid waste disposal, cleaning and servicing facilities and renewal of supplies for mobile unit upkeep and must operate from a commissary that is revisited daily. In order to meet these requirements, a mobile unit operator may chose to make agreements with one or more provider as long as each meets the minimum requirements.

This form is to verify to the Monroe County Health Department that an agreement exists between the mobile unit operator and the provider and that the provider's facility is in compliance with the applicable requirements of the regulations.

I hereby certify that an agreement exists between:

(Name of Mobile Unit) The Hunter's Dog and

(Name of Facility) SHORT STOP BOQ TRAIN

to use my facility during the stated time period of _____
and that my facility is in compliance with the regulations of 410 IAC 7-24-113 and will remain in compliance for the indicated time period.

Please indicate what services are being allowed by your facility:

(Example: warewashing, storage, food prep, wastewater disposal)

WASHING STORAGE FOOD PREP Refrigeration Freezer

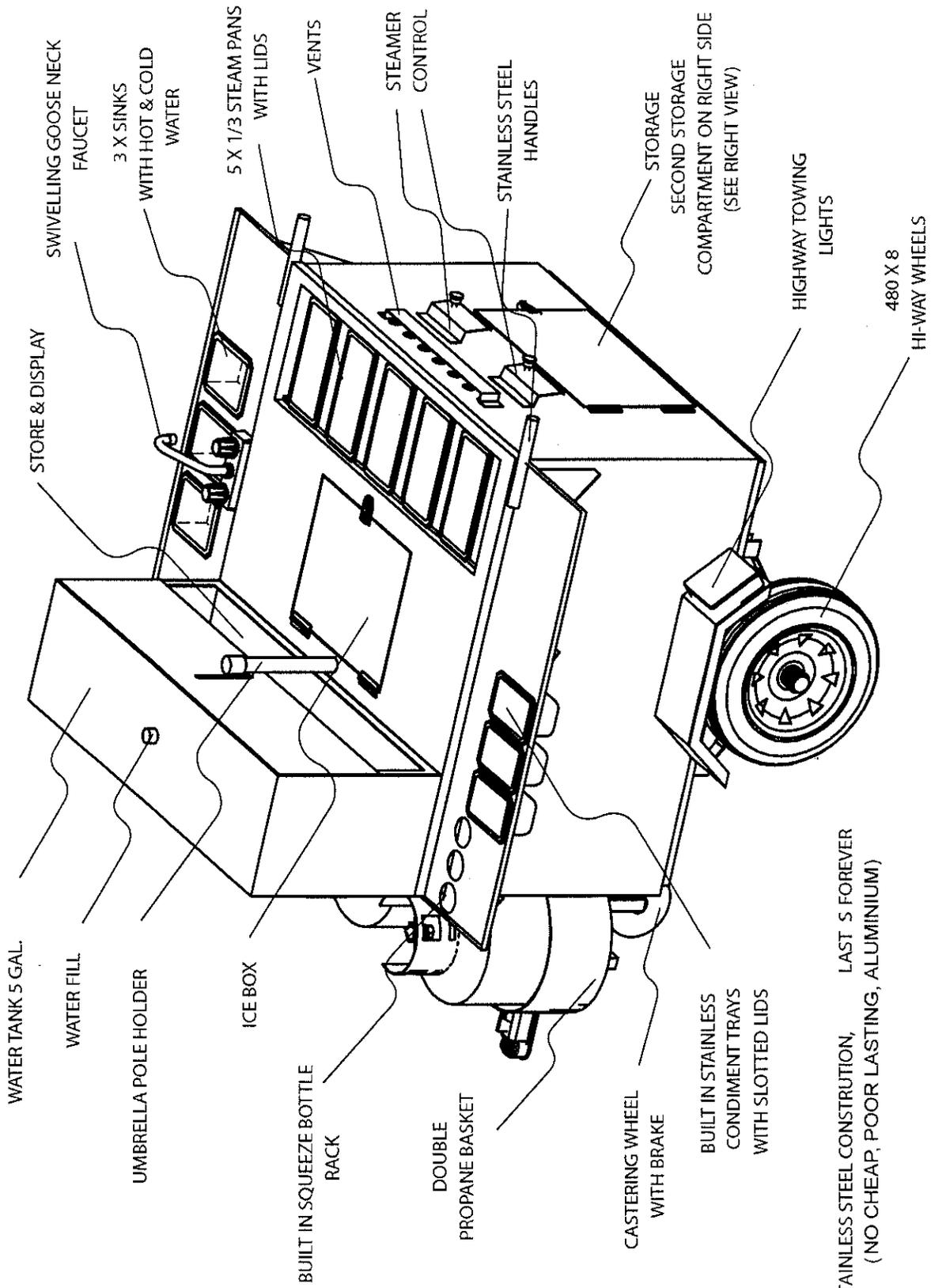
Signed: _____

Title: owner

Facility Address/Phone Number 905 N Smith Road Bloomington

Date: 11/26/12
812-334-0266

3D VIEW



STAINLESS STEEL CONSTRUCTION, LAST S FOREVER
(NO CHEAP, POOR LASTING, ALUMINIUM)



CERTIFICATE OF LIABILITY INSURANCE

THEHU-1

OP ID: AB

DATE (MM/DD/YYYY)

01/11/13

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

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

PRODUCER First Insurance Group, Inc. 1405 North College Bloomington, IN 47404 First Insurance Group, Inc.		Phone: 812-331-3230 Fax: 812-331-3233	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED The Hunters Dog LLC Lance Kellar 613 South Park Ave Bloomington, IN 47401		INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

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

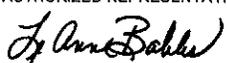
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		ENP 017 32 39	12/19/12	12/19/13	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

CERTIFICATE HOLDER**CANCELLATION**

CITY002 City of Bloomington 401 N Morton St Bloomington, IN 47404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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Board of Public Works Staff Report

Project/Event: AIDS Walk Noise Permit

Petitioner/Representative: South Central Indiana Community AIDS Action Group

Staff Representative: Miah

Meeting Date: January 29, 2013

Event Date: Saturday, March 23, 2013

The Board of Public Works previously approved this event request (Resolution 2012-88) on January 15. The South Central Indiana Community AIDS Action Group is now requesting a Noise Permit from 9:00 a.m. – 4:00 p.m. on March 23, 2013 in Waldron, Hill and Buskirk Park. The organization wishes to have a dj and recorded music in the park during the 9th annual AIDS Walk.

Staff recommends approval of the request.

Recommend **Approval** **Denial by** Miah Michaelson

CITY OF BLOOMINGTON

NOISE PERMIT

ORGANIZATION Community AIDS Action Group of South Central Indiana

ACTIVITY Fund-raising Walk

DATE OF EVENT 3/23/2013 TIME OF EVENT 9a-4p

LOCATION OF EVENT Third Street Park

COST _____ PURPOSE _____

SOURCE OF NOISE DJ

IS MUSIC AMPLIFIED Yes No _____

WHAT INSTRUMENTS CD Player

OTHER INFORMATION _____

CONTACT PERSON Patrick Battani PHONE 8123533276

ADDRESS 333 East Miller Drive, Bloomington, In 47401

SIGNATURE _____ E-MAIL ADDRESS: pbattani@iuhealth.org

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

BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

Date

349-3715



Board of Public Works Staff Report

Project/Event: Concert Series

Petitioner/Representative: KRC Catering, Jillian Prall

Staff Representative: Miah

Meeting Date: January 29, 2013

Event Date(s): April 11-12 or April 18-19, 2013

KRC Catering is requesting a noise permit for one of two weekends: either April 11-13 or April 18-19, 2013 to host a concert event at Woolery Stone Mill. Concert sound would be comprised of amplified musical instruments, vocals and audience sound.

Attached is some background information on the event from petitioner Jillian Prall.

Bloomington Police Department has stated that they do not support a noise permit for the April 11-13 event and strongly oppose a noise permit for the April 18-19 event, rationale being the proximity of both events to Little 500 weekend.

It is staff policy to follow BPD's recommendations on noise permits, therefore staff recommends denial of both permits.

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

CITY OF BLOOMINGTON

NOISE PERMIT

ORGANIZATION ThRC Catering

ACTIVITY Concert Series

DATE OF EVENT 4-11-13/4-12-13 TIME OF EVENT 5-10pm each day

LOCATION OF EVENT Woolery Stone Mill

COST \$1500h-\$2000h PURPOSE entertainment

SOURCE OF NOISE Speaker sound system, audience

IS MUSIC AMPLIFIED Yes No

WHAT INSTRUMENTS CDJ, DFM, guitar, drums, Bass

OTHER INFORMATION We want to provide a safe environment

for the concert series that are coming through town. We believe this will be a source of revenue for Bloomington economy.

CONTACT PERSON Jillian Prall PHONE 812-361-3663

ADDRESS 520 E. Birchwood Ave. Bloomington IN 47401

SIGNATURE Jillian Prall E-MAIL ADDRESS: j.p.hilroys@gmail.com

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

BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

Date

CITY OF BLOOMINGTON

NOISE PERMIT

ORGANIZATION 74RC Catering

ACTIVITY Concert Series

DATE OF EVENT 4-18-13/4-19-13 TIME OF EVENT 5-10pm each night

LOCATION OF EVENT Wooley Stone Mill

COST \$1500-\$2000 PURPOSE entertainment

SOURCE OF NOISE Speaker Sound system, instruments, audience

IS MUSIC AMPLIFIED Yes No

WHAT INSTRUMENTS CDJ, DGM, Guitar, drums, Bass

OTHER INFORMATION We want to provide a safe environment for the

concerts series that are coming through town. The shows will happen with or without us. we believe we can not the shows responsibly.

CONTACT PERSON Jillian Prall PHONE 812-361-3463

ADDRESS 502 E Hickwood AVE. Bloomington IN 47401

SIGNATURE J.P. Killwoys E-MAIL ADDRESS: j.p.killwoys@gmail.com

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

BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

Date

KRC Concert Series at the Mill

Little 500 weekend has grown a great deal over the years. Beyond the bike race it brings visitors from all over to enjoy all that Bloomington has to offer. This week also brings nationally touring artists which is a large part of the Little 500 experience for the IU students, visitors, and people around the community.

A large venue in town to accommodate the number of guests expected to attend a these shows is something that just isn't available. Because of this, the concert promoters must look to outdoor venues in town and in the county. The event itself and the investment in the event may be put into jeopardy many times because of weather. There have been a couple of large concerts recently that have had last minute venue changes due to weather or other circumstances. This can create difficult and potentially dangerous situations. I have personally spoken to the State and local Fire Marshalls who have expressed the benefits of having a stable venue to hold event. When there is a sudden venue change, or the event has been taken out of city limits and into the county, safety for the guests isn't always as planned out as everyone would like.

KRC has been approached by a few of the concert promoters who will be hosting nationally touring artists, to see if we can assist them with planning the events and find a suitable venue. The Woolery Stone Mill is a historical property that we have hosted many events throughout the years. It has a special place with Little 5 for many, because of its famous appearance in the movie "Breaking Away". The capacity of this space, along with the fully covered roof makes it optimal for this event. We do appreciate the opportunity to present our proposal and thank you for your time and consideration. Our ultimate goal is to provide a safe environment for the concerts that will come through town with or without our involvement. We also believe that shows of this magnitude will bring in revenue for our community and add to Bloomington's Entertainment and Arts development.

We have taken into consideration many of the concerns that surround having large concerts in town during Little 500 week. We plan to hire Graham Security to assist with our crowd control and also traffic control. Jim Graham, the owner, is deputized and able to assist with traffic control. He has agreed to hire off duty police officers to assist him with traffic control. Shuttle busses will be hired to bring guests to and from the concert, cutting down on traffic to the venue. We are arranging for two of our local taxi companies to wait outside of the show towards the finish, along with the shuttles, to ensure the guests have safe transportation.

Safety remains a top priority throughout our planning process. Two EMT's will be privately hired to be onsite in the case on any injury or medical issues that may arise. Graham

Security along with our security employees, both of whom have vast previous experience with concerts will be present. They will provide safety and crowd control to the guests, artists, and grounds. Food and beverage concessions will be provided by KRC catering. The onsite bar will be 21 and over only, and will have the proper excise issued, off premise liquor license. The bartenders are licensed and excise certified.

Noise complaints are a large concern for both us and the BPD. The show will be over promptly at 10pm. This should clear the area completely by 11pm.

We believe we can offer a level of safety for these shows that we as a community desire to provide for our residents and visitors. Sending the concert goers out into the county, on unfamiliar roads with no taxi service, can become a dangerous situation. The stage used for these productions will be professionally engineered and sheltered from the outdoor elements, creating a safe overall space for the artists and audience.



Board of Public Works Staff Report

Project/Event: South Walnut Street Streetscape and Stormwater Improvements
Change Orders #4 through #7

Petitioner/Representative: Dave O'Mara Contractors Inc.

Staff Representative: Matt Smethurst/Justin Wykoff

Meeting Date: January 29, 2013

Change Orders #4 through #7 are for various additional work items that were not included with the original bid, but deemed necessary in the field for the completion of the project. Also included in these Change Orders are deductions in price for items that were changed in the field that resulted in less work/materials.

The total amount for Change Order #4 is \$19,559.80.

The total amount for Change Order #5 is \$53,033.00.

The total amount for Change Order #6 is \$95,076.84.

The total amount for Change Order #7 is a deduction of \$199,126.00.

Change Orders #4 through #7 will result in an overall deduction of \$31,456.36

Recommend Approval Denial by

Matt Smethurst

Board of Public Works
Staff Report

CHANGE ORDER



Project Name:
S. Walnut St. Streetscape/Stormwater Improve.

Change Order Number: 4
Date of Change Order: Tuesday, January 22, 2013

Contractor:
Dave O'Mara Contractors
2520 West Industrial Park Drive
Bloomington, Indiana 47402

Engineer's Project #: PW 2012-10
NTP Date: Wednesday, March 07, 2012
Allowable Calendar Days: 395 (includes holiday's)
Previous Completion Date: Saturday, April 06, 2013

Requested By:
Owner
Engineer
Contractor
Field
Other

The Contract is changed as follows:

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

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	C-15 Inlet in lieu of M-10 Inlet	1	\$542.30 /	542.30
2	24" N-12 in lieu of 12"	37	-\$3.00 / lft	(111.00)
3	Additional 8" SDR 35	55	\$65.00 / lft	3,575.00
4	Added 12" PCB with Core and Patch	1	\$2,300.00 /	2,300.00
5	Adjustment to Junction Box Beam/Slab	1	\$1,560.00 /	1,560.00
6	Manhole/Air Release Valve on Watermain	1	\$2,228.50 /	2,228.50
7	Removal of Silt/Debris from Jordan Culvert	1	\$875.00 /	875.00
8	Additional Reinforcing Steel in Junction Box	1	\$955.00 /	955.00
9	Replace 20' of Limestone Wall near Smith Avenue	1	\$7,635.00 /	7,635.00

The original Contract Sum:	\$5,487,000.00
The net change by previously authorized Change Orders:	\$87,250.20
The Contract Sum prior to this Change Order was:	\$5,574,250.20
The Contract Sum will be changed by this Change Order in the amount of:	\$19,559.80
 The new Contract Sum including this Change Order will be:	 \$5,593,810.00
The Contract Time will be changed by:	0 Calendar Day(s)
 The date of Substantial Completion as of the date of this Change Order therefore is:	 Saturday, April 06, 2013

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

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

City Engineering ENGINEER	Dave O'Mara Contractors CONTRACTOR	Public Works OWNER
401 North Morton Street ADDRESS	2520 West Industrial Park Drive Bloomington, Indiana 47402 ADDRESS	401 North Morton Street ADDRESS
Adrian Reid TYPED / PRINTED NAME	TYPED / PRINTED NAME	Susie Johnson TYPED / PRINTED NAME
SIGNATURE	SIGNATURE	SIGNATURE

CHANGE ORDER



Project Name:
S. Walnut St. Streetscape/Stormwater Improve.

Change Order Number: 5
Date of Change Order: Tuesday, January 22, 2013

Requested By:
 Owner
 Engineer
 Contractor
 Field
 Other

Contractor:
Dave O'Mara Contractors
2520 West Industrial Park Drive
Bloomington, Indiana 47402

Engineer's Project #: PW 2012-10
NTP Date: Wednesday, March 07, 2012
Allowable Calendar Days: 395 (includes holiday's)
Previous Completion Date: Saturday, April 06, 2013

The Contract is changed as follows:

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

Item #	DESCRIPTION	Quantity	Unit Price		Item Total
1	2 Additional 8" Valves on Stub Lines Under Culvert	2	\$1,016.50 /	1	2,033.00
2	Additional Sanitary Sewer Service Laterals	10	\$5,100.00 /	1	51,000.00
3			/		0.00
4			/		0.00
5			/		0.00
6			/		
7			/		
8			/		
9			/		0.00

The original Contract Sum:	\$5,487,000.00
The net change by previously authorized Change Orders:	\$106,810.00
The Contract Sum prior to this Change Order was:	\$5,593,810.00
The Contract Sum will be changed by this Change Order in the amount of:	\$53,033.00
 The new Contract Sum including this Change Order will be:	 \$5,646,843.00
The Contract Time will be changed by:	0 Calendar Day(s)
 The date of Substantial Completion as of the date of this Change Order therefore is:	 Saturday, April 06, 2013

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

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

<u>City Engineering</u> ENGINEER	<u>Dave O'Mara Contractors</u> CONTRACTOR	<u>Public Works</u> OWNER
401 North Morton Street ADDRESS	2520 West Industrial Park Drive Bloomington, Indiana 47402 ADDRESS	401 North Morton Street ADDRESS
Adrian Reid TYPED / PRINTED NAME	TYPED / PRINTED NAME	Susie Johnson TYPED / PRINTED NAME
SIGNATURE	SIGNATURE	SIGNATURE

CHANGE ORDER



Project Name:
S. Walnut St. Streetscape/Stormwater Improve.

Change Order Number: 6
Date of Change Order: Tuesday, January 22, 2013

Requested By:

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

Contractor:
Dave O'Mara Contractors
2520 West Industrial Park Drive
Bloomington, Indiana 47402

Engineer's Project #: PW 2012-10
NTP Date: Wednesday, March 07, 2012
Allowable Calendar Days: 395 (includes holiday's)
Previous Completion Date: Saturday, April 06, 2013

The Contract is changed as follows:

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

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Various Items Associated with Grade Changes South End	1	\$30,442.12 /	30,442.12
2	Additional Underground Work for Traffic Signals	1	\$2,040.42 /	2,040.42
3	Installing Foundations/Conduit/Handholes for Smith Signal	1	\$26,533.82 /	26,533.82
4	Handrails	1	\$3,363.00 /	3,363.00
5	Replacement of Drive at Expert Tire	1	\$14,913.50 /	14,913.50
6	Relocation of Strain Pole/Controller Foundations	1	\$6,589.73 /	6,589.73
7	Install Water Service Line at Marco's and Associated Items	1	\$5,015.00 /	5,015.00
8	Changes at Marco's, Smith Avenue Ramps, Drycleaners	1	\$6,179.25 /	6,179.25
9			/	

The original Contract Sum:	\$5,487,000.00
The net change by previously authorized Change Orders:	\$159,843.00
The Contract Sum prior to this Change Order was:	\$5,646,843.00
The Contract Sum will be changed by this Change Order in the amount of:	\$95,076.84
 The new Contract Sum including this Change Order will be:	 \$5,741,919.84
The Contract Time will be changed by:	0 Calendar Day(s)
 The date of Substantial Completion as of the date of this Change Order therefore is:	 Saturday, April 06, 2013

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

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

<u>City Engineering</u> ENGINEER	<u>Dave O'Mara Contractors</u> CONTRACTOR	<u>Board of Public Works</u> OWNER
<u>401 North Morton Street</u> ADDRESS	<u>2520 West Industrial Park Drive</u> <u>Bloomington, Indiana 47402</u> ADDRESS	<u>401 North Morton Street</u> ADDRESS
<u>Justin D. Wykoff</u> TYPED / PRINTED NAME	 TYPED / PRINTED NAME	 TYPED / PRINTED NAME
 SIGNATURE	 SIGNATURE	 SIGNATURE



Board of Public Works Staff Report

Project/Event: 17th & Arlington Roundabout Project
Petitioner/Representative: n/a
Staff Representative: Adrian Reid
Date: 01/29/2013

Report:

This is the third contract addendum to the INDOT-LPA Design contract for the 17th & Arlington Roundabout project. This addendum is necessary to correct a mathematical error on the previous addendum and adjust the total federal aid amount to reflect what is programmed in the MPO TIP. By mistake, the amount added to the contract in addendum 2 was shown as the total amount. Addendum 3 shows the correct total.

Recommendation and Supporting Justification: Staff recommends approval this INDOT-LPA design contract addendum.

Recommend Approval Denial by

Two handwritten signatures in black ink, one appearing to be "Adrian Reid" and the other a stylized signature, written over a horizontal line.

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT

SUPPLEMENT NUMBER 3

EDS No.: A249-10-320243

Des. No.: 0900216

CFDA No.: 20.205

This Supplemental Contract, is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Supplemental Contract, by and between the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the City of Bloomington, (hereinafter referred to as "LPA").

WITNESSETH

WHEREAS, INDOT and the LPA did enter into a Contract on November 9, 2009, and Contract Supplements Number 1 and 2 on April 19, 2012 and October 23, 2012 respectively, providing for Services required in connection with INDOT Designation Number 0900216 for the "K" intersection (roundabout) of Arlington Road, 17th Street and Monroe Street, and

WHEREAS, it has been determined by INDOT that a supplement of the previously executed INDOT/LPA Contract for Services is necessary due to a change in the amount of Federal aid allocated to the Project, and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The "Recitals" above are hereby made an integral part of and specifically incorporated into this Contract Supplement Number 3.

1. Section I.B.(2) of Attachment D of the original Contract is amended to read as follows:
 - (2) If the Program shown on Attachment A is Group I, Group II or Transportation Enhancement (receiving federal funds for all phases), federal funds made available to the LPA by INDOT, will be used to pay 80% of the eligible Project costs. The maximum X amount of federal funds allocated to the Project is \$ 451,210.00.

2. All other matters previously agreed to and set forth in the original Contract dated November 9, 2009, and Contract Supplements Number 1 and 2 on April 19, 2012 and October 23, 2012 respectively, and not affected by this Supplement shall remain in full force and effect.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CITY OF BLOOMINGTON

Mark Krutzan, Mayor
Print or type name and title

[Signature] 1.18.2013
Signature and date

Print or type name and title

Signature and date

Print or type name and title

Signature and date

Attest

Auditor or Clerk Treasurer

This instrument prepared by:

Brenda E. Fox
January 15, 2013

**STATE OF INDIANA
Department of Transportation**

Recommended for approval by:

Robert D. Cales, Director
Contract Administration Division

Date: _____

Executed by:

Troy A. Woodruff, Chief of Staff (FOR)

Date: _____

Department of Administration

Robert D. Wynkoop, Commissioner

Date: _____

State Budget Agency

Adam M. Horst, Director

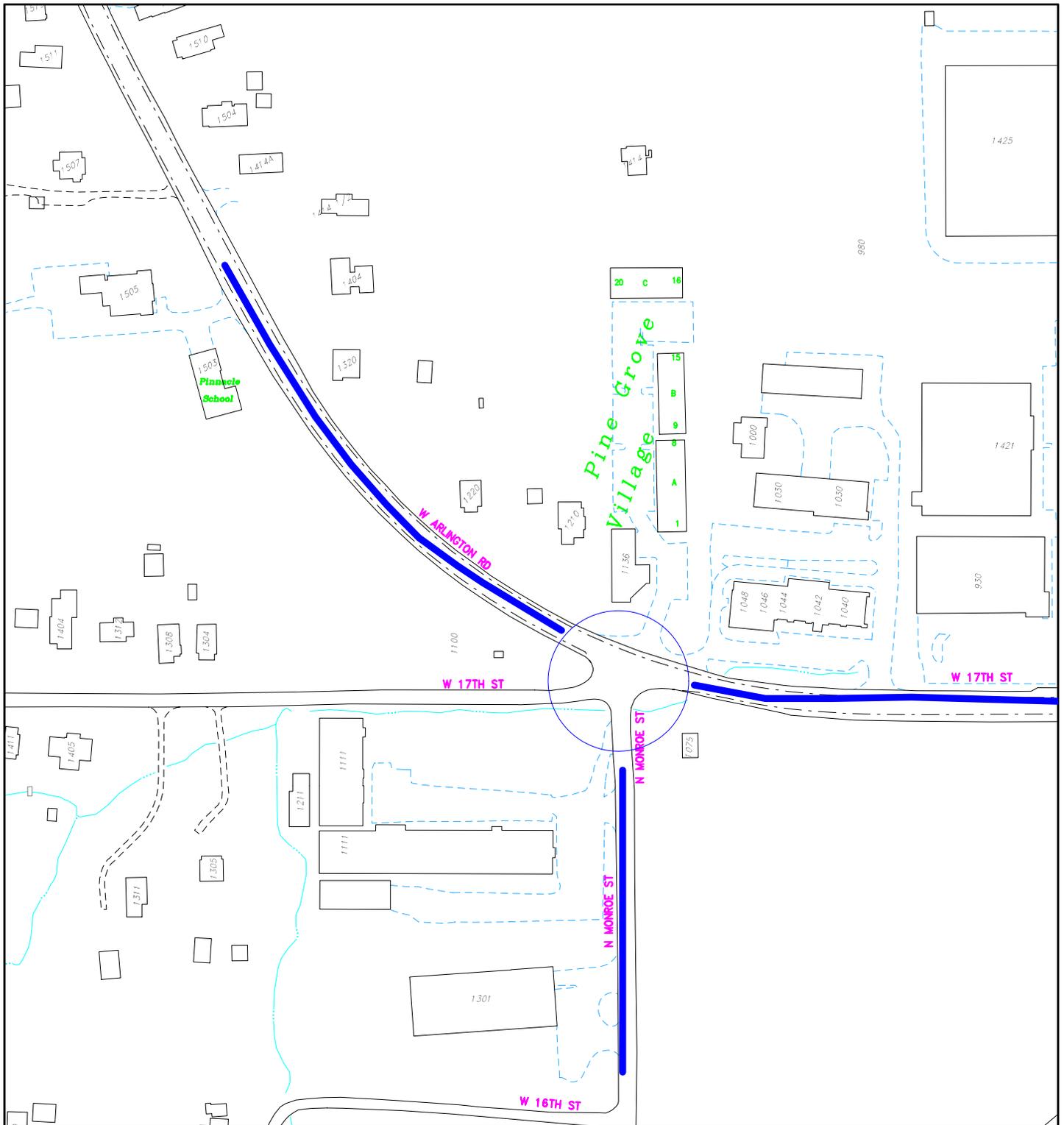
Date: _____

Approved as to Form and Legality:

Gregory F. Zoeller, Attorney General of Indiana (FOR)

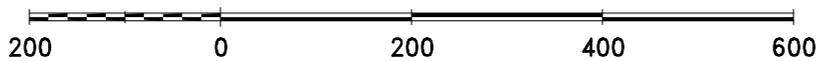
Date: _____

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 1-18-13

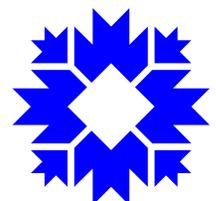


17th & Arlington Roundabout Project

By: smithc
24 Jan 13



City of Bloomington
Public Works



Scale: 1" = 200'

For reference only; map information NOT warranted.