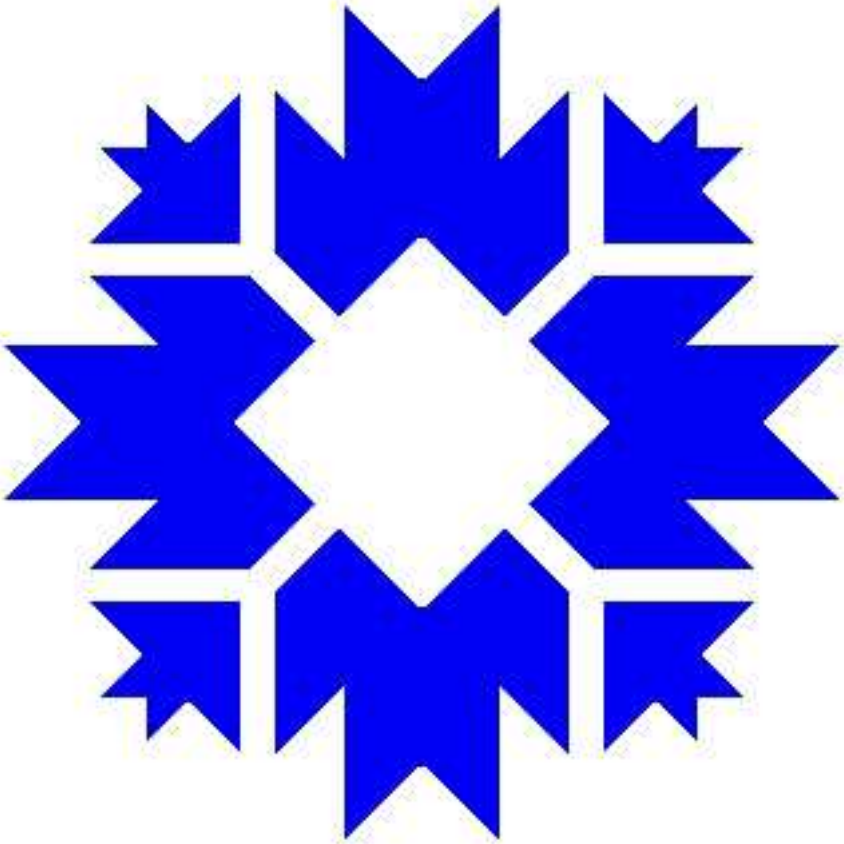
Board of Public Works Meeting

September 24, 2013



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

A Regular Meeting of the Board of Public Work to be Held Tuesday, September 24, 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 – September10, 2013

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

V. HEARINGS FOR NOISE APPEAL

VI. OLD BUSINESS

1. **Resolution 2013-57: Revised Date for Northwood Estates Neighborhood Block Party (Saturday, 10/12)**

VII. NEW BUSINESS

1. **Request Permission to Seal Structure and Abate Title 6 Violations at 1633 S. Pinestone Court**
2. **Request Permission to Uphold Order to Remove Unsafe Structure at 605 N. Summit Street**
3. **Request Permission to Abate Unsafe Structure at 333 N. Clark Street**
4. **Resolution 2013-87: Use of Public Street for Bloomington Housing Authority Fall Fest and Haunted House (Friday, 10/25)**
5. **Resolution 2013-88: Use of Public Street for I Fell First Friday October Art Event (Friday, 10/4)**
6. **Request for Noise Permit for Down Syndrome Family Connection Buddy Walk (Sunday, 10/6)**
7. **Request for Noise Permit for Collins Electronic Music Dance (Friday, 9/27)**
8. **Request for Noise Permit for Rachael's Run for Justice (Saturday, 11/2)**
9. **Resolution 2013-89: Allow Itinerant Merchant to Renew Permit to Operate in Public Right of Way (The Tamale Cart)**
10. **Resolution 2013-90: Use of Public Street for University Street Neighborhood Block Party (Sunday, 9/29)**
11. **Resolution 2013-91: Use of Public Streets for IU Little 500 Street Sprint Series (Saturday, 10/26)**
12. **Resolution 2013-92: Use of Public Street for Krampus Night (Saturday, 12/7)**
13. **Award Mobile Pay Application Contract to Parkmobile**

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. ADJOURNMENT

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, September 10, 2013 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

ROLL CALL

Present: Charlotte Zietlow
James McNamara
Frank Hrisomalos

City Staff: Susie Johnson – Public Works
Justin Wykoff – Engineering
Rick Alexander – Engineering
Roy Aten - Engineering
Miah Michaelsen - ESD
Laurel Archer – Public Works

MESSAGES FROM BOARD MEMBERS

No messages.

APPROVAL OF MINUTES

McNamara made a motion to approve the minutes from August 27, 2013. Hrisomalos seconded the motion. The motion passed, minutes approved as submitted.

PETITIONS & REMONSTRANCES

None

TITLE VI ENFORCEMENT

None

HEARINGS FOR NOISE APPEALS

Appeal of Noise Citation #31882-2615 E. 5th Street

Patty Mulvihil, City Legal, introduced herself. She stated there is one Noise Appeal from Chancea Roberts, Citation #31882. This citation was issued by Officer Jan Guess. The citation was issued August 19th of this year at around 11:56 p.m. The Monroe County Central Dispatch Center received a complaint from a neighbor near the property of 2615 E. 15th Street. The complainant stated there was a party going on in the area and he could hear the noise. Approximately 20 to 30 minutes later around 11:49 p.m. Officer Jan Guess was dispatched to the location. Mulvihill reminded the Board that the dispatch center usually holds a noise complaint for 15 minutes, the theory being if an officer arrives some twenty minutes later and the noise is still on going, then it has probably been going

DRAFT

on for awhile. Officer Guess parked his vehicle near the intersection of 5th Street and Overhill Drive. Officer Guess could hear the noise that is generally associated with a large party at 2615 East 5th Street. The noise Officer Guess heard included both music and people talking in loud voices. The citation was issued in accordance with the appropriate ordinance and statute requirements. Both the Officer and Appellant were present.

Officer Guess explained he stopped his car at Overhill & 5th which is about 4 or 5 houses east of the 2615, which is well over the 30' requirement. Officer Guess stated he could hear the noise when he got out of his car. This house was the only house that had activity and everyone else's lights were out. The complainant was next door and the Officer stated he could hear noise from 3 houses back.

Mr. Roberts apologized for the whole situation He explained he was throwing a birthday party for his friends. He admitted it did get loud. He stated as soon as he got the complaint, about 15 minutes later, he did shut the party down.

McNamara stated this sounded like it was a combination of both amplified music and people. McNamara thanked Mr. Roberts for his nice attitude.

McNamara moved for denial of the appeal of Noise Citation #31882 that was issued at 2615 East 5th Street. McNamara added that the authority of the Board is to only determine if the citation was properly issued, and all evidence shows it was properly issued, thus the motion to deny. Hrisomalos seconded the motion. Noise appeal was denied.

Zietlow stated she appreciated Mr. Roberts apology as well.

OLD BUSINESS

None

NEW BUSINESS

Resolution 2013-84: Use of Public Streets for YMCA Fall Run 5K and 10K (Saturday, 11/16)

Miah with ESD introduced herself. She explained the YMCA is sponsoring its Fall Run on Saturday, November 16, 2013, and is requesting that they be allowed to use City streets as they have in the past. There will be a 5K and a 10K. Streets will remain open with traffic control at each intersection for the safety of the participants. Set up starts at 5:00 a.m., with the run beginning at 9:00 a.m. The run will be over by 11:00 a.m. This event has between 400 to 480 participants, and all proceeds from the event are used for Youth Scholarships. BPD issued parade permit pending Board of Public

DRAFT

Works approval. Staff recommended approval.

Miah added that the YMCA has used this same route, which is a tweak of previous routes, in the Spring and it was successful. This is a good route with minimal impact on adjacent neighborhoods and also requires a little less security; therefore, a little less expense for the Y.

McNamara made a motion to approve the Resolution 2013-84: Use of public streets for YMCA Fall Run 5K and 10K. Hrisomalos seconded the motion. The motion passed. Resolution 2013-84 approved.

Noise Permit for Channel Your Animal Bike Polo Match (Saturday, 9/14 & Sunday, 9/15)

Miah stated this is a bike polo event to be held in RCA Park on Saturday and Sunday, September 14 and 15th. They will be making amplified announcements. The event ends at 9:00 p.m. each evening. Miah explained this is a polo match where the participates are on bikes. The group is working with Bloomington Parks & Recreation for the use of RCA Park. Staff supported the request.

Zietlow asked about the animals. Miah explained there will be no animals involved, this was just want they had named the event.

Hrisomalos asked about liability. Miah explained the Parks Department does require liability insurance for anyone who uses the parks.

McNamara stated he believes this is the 3rd time a request has come before this Board.

McNamara moved to approve the Noise Permit for Channel Your Animal Bike Polo Match on Saturday, September 14th and Sunday, September 15, 2013. Hrisomalos seconded with the caveat that they have liability insurance. Miah stated she will check with Parks. The motion passed. Noise Permit approved.

Resolution 2013-85: Allow Itinerant Merchant to Renew Permit to Operate in Public Right of Way (Naughty Dog)

Miah stated Nick Palmiotto is the owner of Naughty Dogs and has applied for an Itinerant Merchant Permit renewal. In the past the Board had asked that these come before the Board. Miah further explained it has been determined 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. ESD 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 before a permit can be issued. The business will operate from a food cart selling hot dogs. The application is for one year.

DRAFT

Nick Palmiotto stated this is a late night cart from midnight to 4 in the morning. It typically sits on the corner of 9th & Walnut, where Taco Bell is and the location was worked out with their managers. The area is always kept clean and placed so it does not obstruct anything. The cart has been out for 4 years now.

Zietlow asked if it was worthwhile for them. Nick stated he felt it was worthwhile. It is not the money train people might think. The reality is the cart is there for 4 hours, and staff has to deal with many intoxicated individuals, and really only sell for about an hour and a half.

Hrisomalos stated he likes the presence there for security at 4:00 in the morning. Hrisomalos asked if he is there if it rains. Palmiotto stated not during the rain because people will not stand out in the rain, but they are there in snow.

McNamara made a motion to approve Resolution 2013-85: Allow Itinerant Merchant to Renew Permit to Operate in Public Right of Way (Naughty Dog). Hrisomalos seconded the motion. The motion passed. Resolution 2013-85 approved.

It was noted by Hrisomalos that he believed this was one of the first renewals.

Resolution 2013-86: Request to Change Street Name from S. Tech Park Boulevard to S. Cooperative Way

Alexander stated this request comes from Hoosier Energy. Hoosier Energy has purchased all of the lots along S. Tech Park Blvd from Schmaltz Boulevard north and is in the process of constructing their new headquarters. The street in question is east of Hwy 37 and north of Tapp Road. At one time the street was Rex Grossman Boulevard and the Board approved changing the name to S. Tech Park Boulevard. Hoosier Energy would like to change the name to S. Cooperative Way. There is no conflict with anyone. Staff recommended approval.

McNamara made a motion to approve Resolution 2013-86: Request to Change Street Name from S. Tech Park Boulevard to S. Cooperative Way. Hrisomalos seconded the motion. The motion passed. Resolution 2013-86 approved.

Plat Approval for 1710 N. Kinser Pike

Alexander explained the Petitioner is the Kinser Group LLC, represented by Sherman Bynum of Bynum and Fanyo. The Petitioner is requesting a two lot commercial/industrial subdivision of the property at 1710 N. Kinser Pike. The property is located south of the Bypass, and east of Kinser Pike and north of Gourley Pike.

DRAFT

For many years this has been the location of a hotel. Approximately 6 years ago a second hotel was built at the site south of the existing hotel. Now there is a Holiday Inn as well as a Comfort Inn and the petitioner would like to place each hotel on its own lot. No new construction is proposed. All utilities are already in place

Alexander added the request was approved by the Plat Committee as case DP-19-13. Right of way of 40' from the centerline of North Kinser is dedicated with this plat. Street trees and sidewalks are required to be installed on both the east and west sides of the property. Street tree type must be approved by the city's Urban Forester. A bond is in place for those items in the amount of $29,500. There is a breeze way that connects the two hotels and there is an agreement that has been reached with regard to the care and maintenance of the breeze way. Staff recommended approval.

Zietlow asked if they were owned by the same person. Alexander stated they are both owned by the Kinser Group, LLC.

Sherman Bynum explained both hotels are owned by the Kinser Group, LLC and it is anticipated that at some point in the future one or both will be sold. This plat will enable either or both to be sold independent of the other.

McNamara moved plat approval for 1710 North Kinser Pike. Hrisomalos seconded the motion. The motion passed. Plat approved..

Request from Indiana University to Close a Portion of N. Fee Lane for the Installation of a Steam Line

Roy Aten, Engineering, stated IU has requested a complete closure from E. 11th Street to E. Law Lane. The closure will prohibit all vehicular traffic and provide for safer accommodations to be made for pedestrian traffic. The detour route for southbound Fee will be E. 13th Street to N. Walnut Grove to E 11th Street. The Route for northbound Fee will be E. 10th Street to N. Jordan Avenue to E. Law Lane. Approval of the request will allow he roadway to remain closed to traffic until September 30, 2013. The Petitioner, Indiana University, is making the request so their contractor, Heflin Industries, may install a new steam line across Fee Lane. The original closure IU negotiated in the Spring was a complete closure of Fee Lane in this area. The project was suppose to take place during the summer session. Staff felt there would be enough room to it open at that time. There were some delays beyond the control of the petitioner, Indiana University, and this has forced their timeline to go into the Fall session. With increased vehicular and pedestrian traffic it was determined, at the last minute, for safety reasons to close the entire road. IU and the Fire Department stated something

DRAFT

needed to be done to make the area safer so the road was closed at that time. The Petitioner is asking the Board to give permission to keep the road closed officially through September.

Zietlow stated she drives down Law Lane most every day and wondered if it was now completely closed. Aten stated Law Lane is open to westbound traffic. Zietlow asked about the parking lot behind SPEA. Aten stated the garage on 11th Street is still allowed to exit onto Fee Lane and then head south onto Fee Lane to 10th Street.

Jason Banach, Director of Real Estate for Indiana University, introduced himself and stated he appreciated the Board's consideration in this matter. Banach added the Public Works Department has done a great job in giving administrative support, and now is asking for the Board's support to get take this through September.

Zietlow asked about Fee Lane. Banach stated he would like to bring that back to another meeting when he had specific dates. It will be Phase II of the Business School expansion that will probably continue the existing traffic patterns.

McNamara made a motion to approve the request from Indiana University to close a portion of North Fee Lane for the installation of a steam line. Hrisomalos seconded the motion. The motion passed. Road closure on Fee Lane approved.

Approval of Project Coordination Contract between INDOT and LPA for Park Avenue Brick Street

Wykoff explained the INDOT process. Public Works applied for and received a Transportation Enhancement Grant for $130, 000 to redo a portion of brick on Park Avenue between 7th Street, to, and including the intersection of 8th Street. Design and historical, work has recently been completed and approved by INDOT. The project is scheduled for letting/bid opening on February 12, 2014. This contract is between INDOT and LPA (City of Bloomington) that states the LPA is following the procedures necessary for qualifying for those funds.

Zietlow asked is there was a historic preservation element to this project. Wykoff stated there is, and that is why it is from the Transportation Enhancement Fund. Most of the last year has been working with the State Historical Preservation, as far as getting all the approvals.

Hrisomalos asked about the sidewalks. Wykoff stated the sidewalks were done last year. This project will include curbs and the concrete

DRAFT

underneath the bricks City Utilities put in all new storm water infrastructure last summer.

Zietlow asked if there is a way to do the bricks so they are permanent. Wykoff stated it will have a concrete bed underneath to insure it stays smooth. The existing brick streets don't have much in the way of stormwater infrastructure so water washes down the edge of the curb line and under the bricks.

McNamara made a motion to approve Contract for Project Coordination between INDOT and LPA for Park Avenue Brick Street. Hrisomalos seconded the motion. The motion passed. Contract with INDOT approved.

Approval of Project Coordination Contract between INDOT and LPA for 17th Street/Monroe Street/Arlington Road Project

Wykoff explained this is a single lane round about. This project will make the intersection much safer. The project will also have a February bid opening through INDOT. Construction will start soon after the bid opening.

Susie Johnson, Public Works Director, stated she would like to take this opportunity to publicly thank the Monroe County Community School Corporation for their donation of about 4 acres of their property for this particular project. They have made this project much for affordable for the community and thank them very much.

McNamara made a motion to approve Contract for Project Coordination Contract between INDOT and LPA for 17th Street/Monroe Street/Arlington Road Project. Hrisomalos seconded the motion. The motion passed. Contract approved.

STAFF REPORTS & OTHER BUSINESS

Christina Smith, Public Works, read into the minutes the Outdoor Seating and Merchandising Permits the Board would be asked to sign.

Jimmy John's - 430 E. Kirkwood Avenue, Permit #13-27
Relish - 204 N. Morton Street, Permit #13-28
Buffa Louis's at the Gables - 114 S. Indiana Avenue, Permit #13-29
Irish Lion - 212 W. Kirkwood Avenue, Permit #13-30
Irish Lion Glen - 220 W. Kirkwood Avenue, Permit #13-31
Bishop - 123 S. Walnut, Permit #13-32
Scholars Inn Bakehouse - 125 N. College Avenue, Permit #13-33

Rick Alexander stated Whirlpool is partnering with Habitat for Humanity to build and move a house from the football stadium. The move will occur Sunday morning, September 22nd, at 10:00 a.m. The house will move from the south side of the football stadium, due

DRAFT

west on 17th Street to Jackson, south on Jackson to 15th Street where it will find a permanent home. They have all the appropriate paperwork and their mover does have liability insurance.

APPROVAL OF CLAIMS

McNamara moved to approve claims. Hrisomalos seconded the motion. The motion passed. Claims approved.

ADJOURNMENT

McNamara made motion to adjourn. Meeting adjourned at 6:06 p.m.

Accepted by:

_____

Charlotte Zietlow, President

_____

James McNamara, Vice President

_____

Dr. Frank N. Hrisomalos, Secretary

Date: Attest to:

DRAFT

Board of Public Works
Staff Report

Project/Event: Northwood Estates Neighborhood Block Party

Petitioner/Representative: Neighborhood Association

Staff Representative: Christina Smith

Meeting Date: September 24, 2013

Due to bad weather, the neighborhood block party was cancelled on June 29, 2013. Therefore, the Northwood Estates Neighborhood Association wishes to close North Ironwood Court between West Rosewood Drive and the Deadend for a block party on Saturday, October 12, 2013 with a rain date of October 19, 2013. The street will be closed to vehicular traffic from 5:30 to 10:00 p.m.

This event will be family orientated and will include activities, food, and music. They have requested a noise permit during the hours of 5:30 p.m. to 10:00 p.m. so that live music may be played during the festivities.

Staff is supportive of neighborhood request.

Recommend ☑ Approval by: Christina Smith

RESOLUTION 2013-57
Northwood Estates Neighborhood Association Block Party

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

WHEREAS, the Northwood Estates Neighborhood Association ("Association") is desirous of using North Ironwood Court between West Rosewood Drive and Deadend for a neighborhood block party; and

WHEREAS, the City of Bloomington encourages and values activities for residents to get to know their neighbors; and

WHEREAS, The Association has agreed to execute the "Release, Hold Harmless and Indemnification Agreement" regarding the use of the City of Bloomington's property which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED:

1) That the City of Bloomington Board of Public Works declares that the 3900 block of North Ironwood Court between West Rosewood Drive and Deadend shall be temporarily closed to motor vehicle traffic and parking from 5:30 to 10:00 p.m. on Saturday, October 12, 2013 or Saturday, October 19, 2013 for the purpose of staging a neighborhood party. The October 19, 2013, date is included only as a back-up in the event of inclement weather on October 12, 2013, that prevents the block party from occurring on that date.

2) That by granting approval for this event, the Board of Public Works, waives the City Noise Ordinance until 10:00 p.m. so music may be enjoyed during the event.

3) The neighbors, in conjunction with this event, agree to the following:

A. The Association agrees to be responsible for posting "no parking" signs at least 24 hours in advance of the street closing. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works. The Association shall be responsible for placement and removal of barricades. The Association is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. The Association agrees to place barricades to close the street, not before 5:30 p.m., and to remove barricades by 10:00 p.m., Saturday, October 12, 2013 or Saturday, October 19, 2013. If inclement weather prevents the block party from occurring on October 12, 2013, the Association shall remove any posted "no parking" signs and barricades as soon as the decision to postpone the block party is made.

B. The neighbors agree to be responsible for obtaining any required permits or licenses.

C. The neighbors agree to notify the Police and Press well in advance of the street closing (at least 48 hours in advance).

D. The neighbors agree to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the

placing, emptying and removal of trashcans. Clean-up after the event shall be completed by 10:00 p.m. on the day of the event.

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

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION AND AGREED TO:

_____
Signature

_____
Printed Name
For Northwood Estates Neighborhood Association

_____
Date:

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, the Northwood Estates Neighborhood Association (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 3900 block of North Ironwood Court between West Rosewood Drive and Deadend, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring a block party on RELEASEE'S property with set up beginning at 5:30 p.m. and teardown ending by 10:00 p.m. on Saturday, October 12, 2013 or Saturday, October 19, 2013; and

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

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

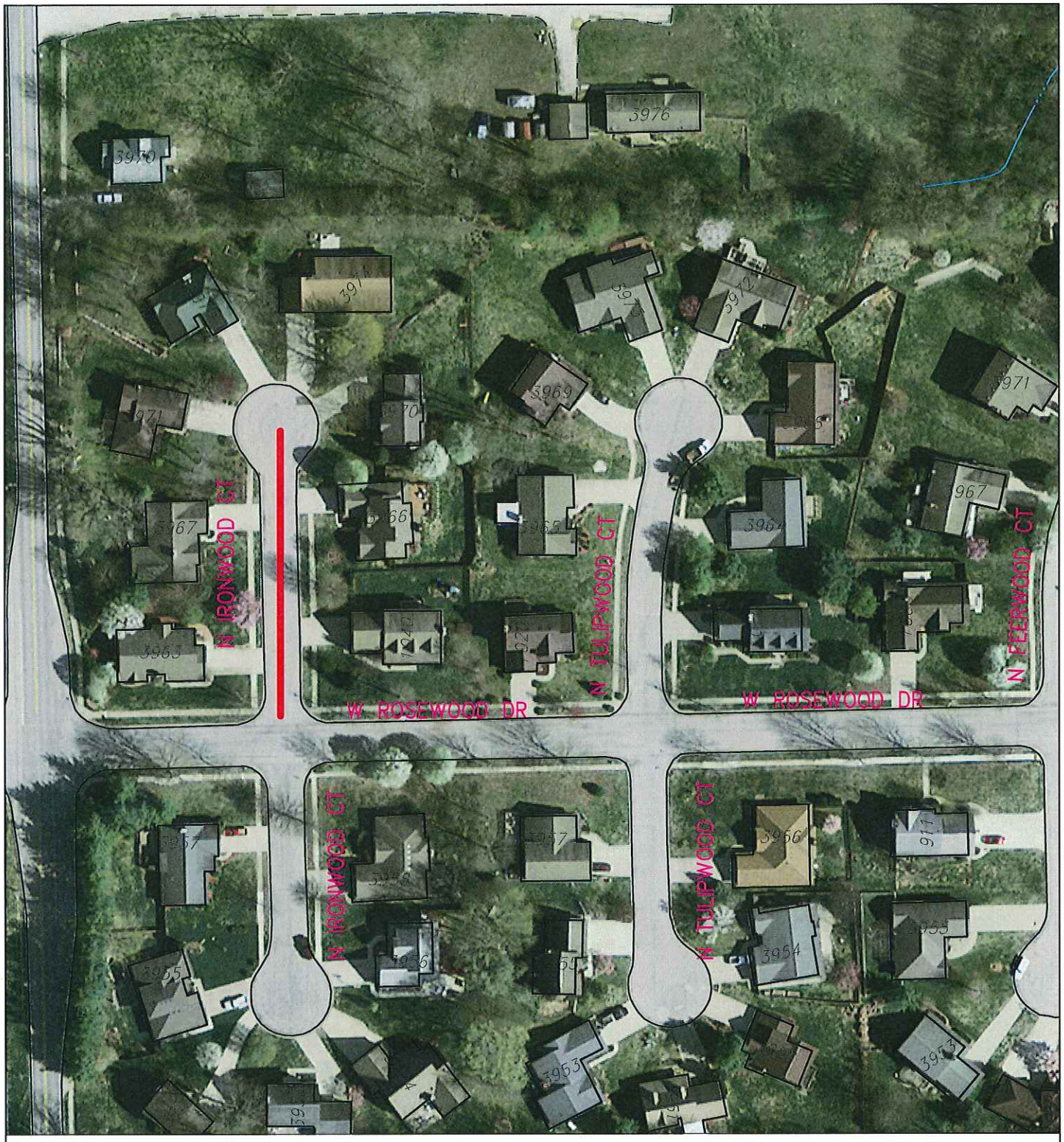
RELEASOR expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

_____, as _____ of the Northwood Estates Neighborhood Association, represents and certifies that he/she has been fully empowered to execute this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on behalf of RELEASOR.

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

"RELEASOR"	"RELEASEE"
_____	_____
Signature	Board of Public Works Member
_____	
Printed Name For Northwood Estates Neighborhood Association	

Resolution 2013-57



By: smithc
13 Jun 13

100 0 100 200 300

N

City of Bloomington
Public Works

Scale: 1" = 100'

For reference only; map information NOT warranted.

City of Bloomington
H.A.N.D.

Board of Public Works

Meeting Date:	24 September 2013	
Petition Type:	Permission to Seal structure and Abate Title 6 violations	
Address:	015-27650-10 Pinestone Lot 10; commonly known as 1633 S. Pinestone Ct.	
Petitioner:	Housing and Neighborhood Development	
Inspector:	Michael Arnold	
Staff Report:	01 June 2013	Received an unsafe structure complaint
	06 June 2013	Sent Orders to Seal Structure
	25 June 2013	Sent Orders to Seal Structure
	30 July 2013	Sent Orders to Seal Structure
	27 August 2013	Board grant permission for Notice by Publication
	28 August 2013	Sent Notice of Board Action and forward Notice for Publication to the Herald Time newspaper
	24 September 2013	Request permission to abate

HAND received a complaint regarding and unsafe structure at 1633 S. Pinestone Ct. The front door of this structure is open and the screen door is not latched. On 06 June 2013 Orders to Seal were sent to the William Moore, the current owner of the structure per Monroe County Recorder's Office records. On 25 June 2013 the Orders were sent to a second address for the owner and to two banks, LaSalle Bank, American General Financial Services and the owner's Attorney, David Junkewicz. On 30 July 2013 the Orders were sent to a third address for the owner. All mail to the owner has been returned as unclaimed or unable to forward.

27 August 2013 the Board granted permission for Notice by publication for final attempt to contact the owner.

The deadline has not been met and HAND is requesting permission to seal the structure and to abate the Title 6 violations.

Attachments: Orders, Pictures

City of Bloomington
Housing and Neighborhood Development

ORDER TO SEAL

25 June 2013

William Moore
401 S. High St.
Bloomington IN 47401

Re: 015-27650-10 Pinestone Lot 10; commonly known as 1633 S. Pinestone Ct.

Dear William Moore:

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

Under the law, you have ten (10) days from the date this Order to Seal becomes final to seal the structure located at the above-referenced property against intrusion by any unauthorized person, because it is considered unsafe under the law. Deadline for compliance is 10 July 2013. In order for the building to be properly sealed, the following requirements have to be followed by you:

1. All ground and first floor openings (including those in the foundation) are required to be secured against intrusion; and,
2. A notice has to be posted on the building that prohibits anyone from entering the building.

The law does not require a hearing for this Order to be issued. However, you or any person holding a fee interest, life estate interest, or equitable interest of a contract purchaser in this property, may request a hearing in writing and delivered to the City of Bloomington's HAND Department at 401 North Morton Street, Bloomington, Indiana within ten (10) days after the date of this Order. **This Order to Seal becomes final ten (10) days after it has been issued, if you or any other person holding an interest in this property have not requested a hearing.**

If you fail to seal the building in accordance with this Order, the following may occur:

1. The City of Bloomington will have to seal the building.
2. The City of Bloomington's Board of Public Works may charge you for a fine of up to $5,000.00, under Indiana Code section 36-7-9-7, because if you fail to seal the building this is considered a willful failure to comply.
3. The City will have to bill you for any costs it incurred in sealing the building.

If the property remains sealed for a period of more than ninety (90) days after this Order is issued, the building has to be sealed and maintained according to all the following standards:

1. The building shall be sealed against intrusion by any unauthorized person;
2. The building shall be sealed against the effects of weather;
3. Exterior improvements shall be made that will make the building compatible with other buildings in the area; and,
4. The premises shall be maintained in accordance with Title VI of the Bloomington Municipal Code.

After you have been issued and received notice of this Order and you have not complied, you are required under Indiana Code § 36-7-9-27, to supply full information regarding this Order to a person who takes or agrees to take a substantial property interest in the unsafe property before transferring or agreeing to transfer that interest.

Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe property, you are required to provide to HAND written copies of the full name, address, and telephone number of the person taking a substantial property interest in the property, and written copies of the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished.

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

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

Lisa Abbott

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

State of Indiana)
)SS:

County of Monroe)

Subscribed and sworn to before me a Notary Public this 25th day of June 2013.

Christina Finley
Name of Notary Public

Christina Finley
Signature of Notary Public

Monroe
Notary Public's County of Residence

4-9-15
Notary's Commission Expires

Cc: David Junkiewicz
LaSalle Bank
American General Financial Services

CITY OF BLOOMINGTON
NOTICE OF ORDINANCE VIOLATION

Date NOV issued:	**25 June 2013**
Person(s) NOV issued to:	**William Moore**
Date violation discovered:	**01 June 2013**
Location/address of violation:	**015-27650-10 Pinestone Lot 10; commonly known as 1633 S. Pinestone Ct.**
Nature of violation/code provision violated:	**Bloomington Municipal Code (BMC) § 17.16**

Inspector's Report

While issuing a citation for violation of Title 6 of the Bloomington Municipal Code, a Housing and Neighborhood Development Inspector noted the front door was open and the screen door not latched or locked. In order to be in compliance with Title 17 of the Bloomington Municipal Code regarding unsafe structures, the following shall be completed for this property:

1. Properly seal all openings to the structure; and
2. Structure shall be posted with No Trespassing/Keep Out notices.

Relevant Code Citations

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

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

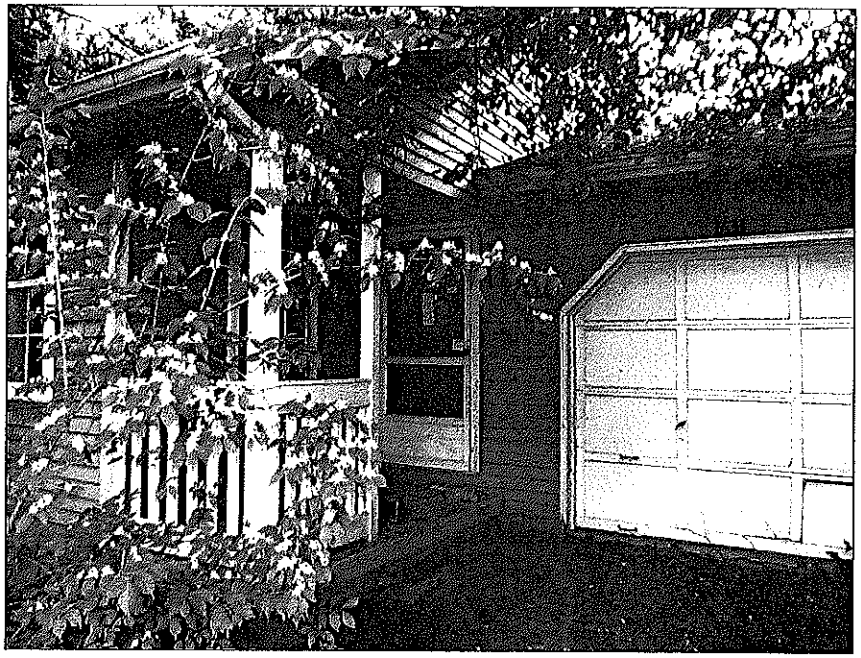
is considered an unsafe building.

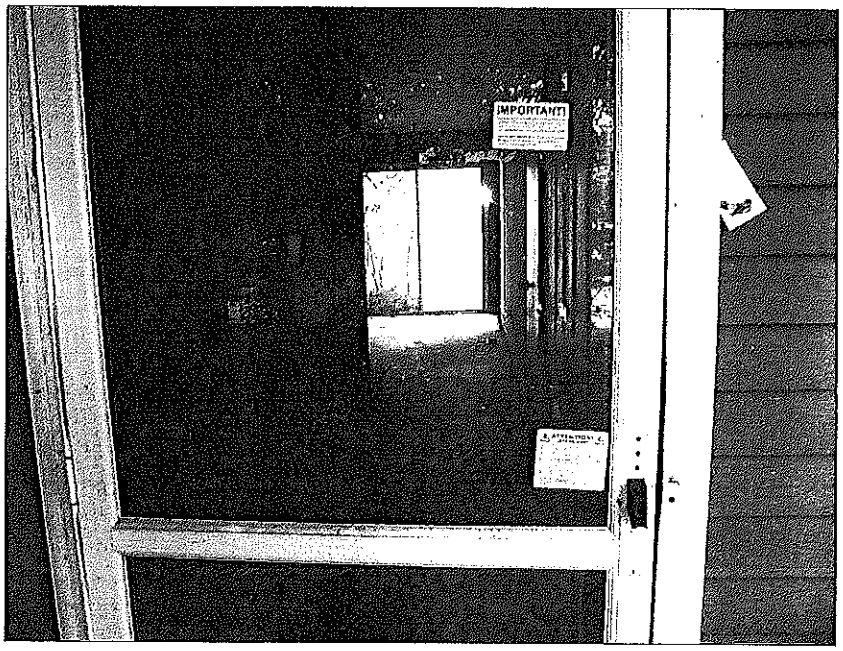
BMC § 17.16.040 (f) states, in part, "Unsafe building or structure means any building or structure or part of building or structure that is ... in any of the conditions or possesses any of the defects described below, provided that such conditions or defects exist to the extent that life, health, property,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

(ll) Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, provided by the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location, or structure of buildings;

(nn) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangements, inadequate light, air or sanitation facilities, or otherwise, is determined by the enforcement authority to be unsanitary, unfit for human habitation, or in such condition that it is likely to cause sickness or disease.

1633 S. Pinestone Ct.
01 June 2013





16 3 SPINESTONE C

City of Bloomington
Housing and Neighborhood Development

City of Bloomington
H.A.N.D.

Board of Public Works

Meeting Date:	24 September 2013
Petition Type:	Uphold Order to Remove Structure
Address:	013-33460-00 J N Alexander Lots 93 & 94; commonly known as 605 N. Summit St.
Petitioner:	Housing and Neighborhood Development
Inspector:	Michael Arnold
Staff Report:	03 September 2013 Inspection of Unsafe Structure 05 September 2013 Issued Order to Remove Unsafe Structure

A drive by inspection of the property showed that there is a partially collapsed garage/carport on the property. HAND is requesting that the structure be removed in order to comply with the Bloomington Municipal Code Title 17 regarding Unsafe Structures.

Attachments: Orders, Pictures

City of Bloomington
Housing and Neighborhood Development

ORDER TO REMOVE

06 September 2013

Michael F. Burns w/l/e
605 N. Summit St.
Bloomington IN 47404

Re: 013-33460-00 J N Alexander Lots 93 & 94; commonly known as 605 N. Summit St.

Dear Michael F. Burns w/l/e,

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

You have until 05 October 2013 to remove the partially collapsed garage/carport on the property commonly known as 605 N. Summit St., Bloomington, Indiana.

A hearing will be held on this matter on 24 September 2013 at 5:30 pm in the Council Chambers of City Hall, located in the Showers Building at 401 North Morton Street, Bloomington, Indiana. You have the right to appear at this hearing and represent yourself, or you can appear with an attorney on your behalf. It is your right to present evidence, cross-examine opposing witnesses and present your own arguments and witnesses at this hearing.

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

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

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

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

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

Lisa Abbott

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

State of Indiana)
)SS:
County of Monroe)

Subscribed and sworn to before me a Notary Public this 5th day of September 2013.

Christina Finley
Name of Notary Public

Christina Finley
Signature of Notary Public

Monroe
Notary Public's County of Residence

4-9-15
Notary's Commission Expires

CITY OF BLOOMINGTON
NOTICE OF ORDINANCE VIOLATION

Date NOV issued:	06 **September 2013**
Person(s) NOV issued to:	**Michael F. Burns w/l/e**
Date violation discovered:	**03 September 2013**
Location/address of violation:	**013-33460-00 J N Alexander Lots 93 & 94; commonly known as 605 N. Summit St.**
Nature of violation/code provision violated:	**Bloomington Municipal Code (BMC) § 17.16**

Inspector's Report

During an inspection of a neighboring property it was noted the garage/carport structure at this location had partially collapsed. The following shall occur for the property to be in compliance with Title 17 of the Bloomington Municipal Code:

1. The Monroe County Building Department and the City Planning Department shall be contacted to determine if any permits are required for the work necessary to bring this property and structure into compliance with this Order;
2. The unsafe garage/carport shall be removed as well as all debris associated with this structure,
3. HAND shall be notified when work is completed at this location.

Relevant Code Citations

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

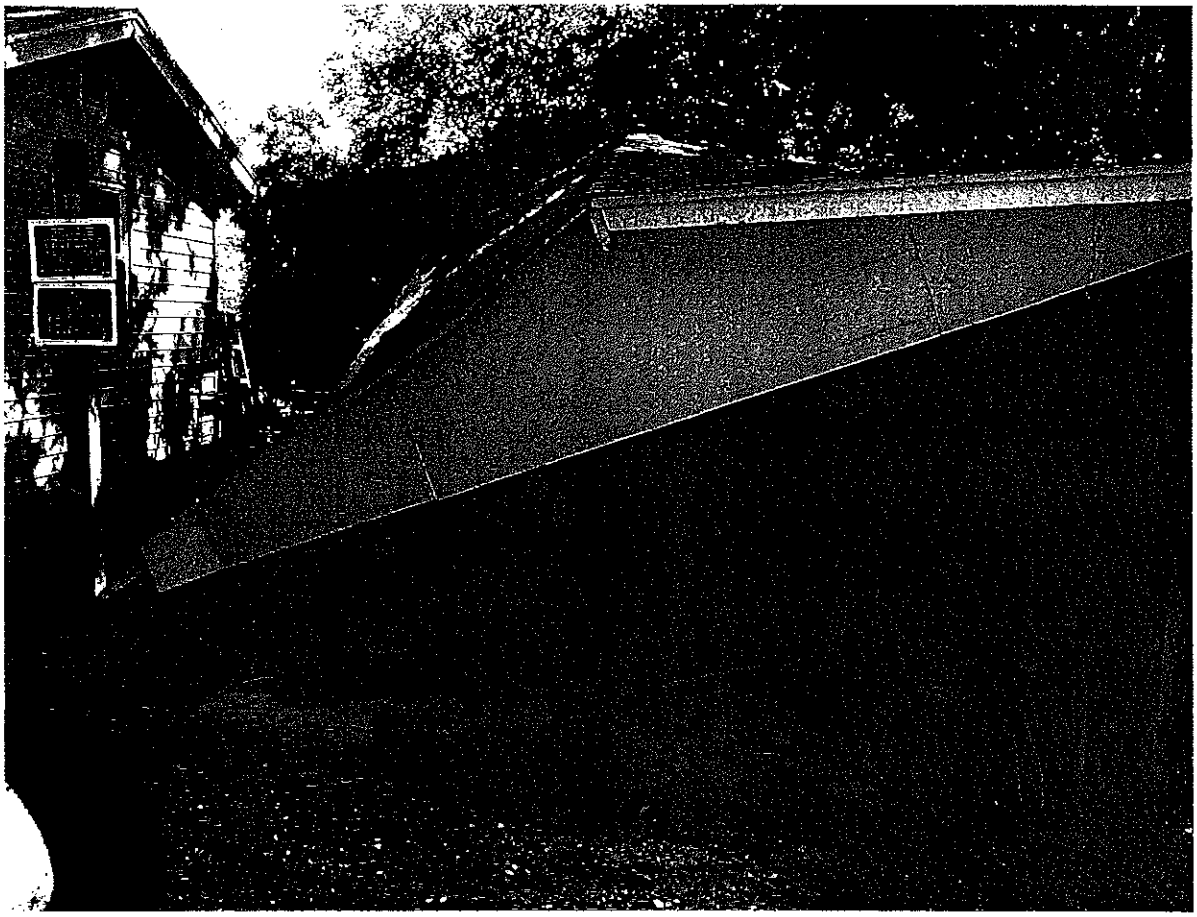
(1) In an impaired structural condition that makes it unsafe to a person or property;
(2) A fire hazard;
(3) A hazard to the public health;
(4) A public nuisance;
(5) Dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance; or
(6)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

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

(ll) Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, provided by the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location, or structure of buildings;

(nn) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangements, inadequate light, air or sanitation facilities, or otherwise, is determined by the enforcement authority to be unsanitary, unfit for human habitation, or in such condition that it is likely to cause sickness or disease.

605 N. Summit St.
05 September 2013



PRIVATE
PROPERTY
KEEP OUT
NO
TRESPASSING

City of Bloomington
H.A.N.D.

Board of Public Works

Meeting Date:	24 September 2013
Petition Type:	Request permission to take bid
Address:	013-10390-00 Highland Homes Blk V Lot 33 @ Lot 34; commonly known as 333 N. Clark St.
Petitioner:	Housing and Neighborhood Development
Inspector:	Michael Arnold

Staff Report:		
	03 June 2013	Received an unsafe structure complaint
	04 June 2013	Drive by, complaint valid
	06 June 2013	Sent Order to Remove
	02 July 2013	BPW upheld Order to remove
	31 July 2013	Legal letter to Owner
	23 August 2013	Legal deadline for removal
	24 September 2013	Request permission to abate unsafe structure.

- On 03 June 2013, Housing and Neighborhood Development received a complaint regarding an unsafe structure at 333 N. Clark St. During a drive by of the property it was noted that the roof on the northwest section of the structure has collapsed. Orders to Remove the deteriorated structure were issued to the owner of the structure.
- The Board upheld those Orders on 02 July 2013 with a deadline of 18 July 2013.
- Legal sent a letter to the owner with a deadline for removal of 23 August 2013
- HAND is requesting permission to move forward with the abatement and to take bids for the removal of the structural.

Attachments: Orders, Pictures

City of Bloomington
Housing and Neighborhood Development

ORDER TO REMOVE

05 June 2013

Randall D. Hammond
2501 E. 8th St.
Bloomington IN 47408

Re: 013-10390-00 Highland Homes Blk V Lot 33 & Lot 34; commonly known as 333 N. Clark St.

Dear Randall Hammond,

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

You have until 18 July 2013 to remove the structure on the property commonly known as 333 N. Clark St., Bloomington, Indiana.

A hearing will be held on this matter on 18 June 2013 at 5:30 pm in the Council Chambers of City Hall, located in the Showers Building at 401 North Morton Street, Bloomington, Indiana. You have the right to appear at this hearing and represent yourself, or you can appear with an attorney on your behalf. It is your right to present evidence, cross-examine opposing witnesses and present your own arguments and witnesses at this hearing.

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

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

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

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

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

Lisa Abbott

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

State of Indiana)
)SS:
County of Monroe)

Subscribed and sworn to before me a Notary Public this 6th day of June 2013.

Christina Finley

Name of Notary Public

Christina Finley

Signature of Notary Public

Monroe

Notary Public's County of Residence

4-9-15

Notary's Commission Expires

CITY OF BLOOMINGTON
NOTICE OF ORDINANCE VIOLATION

Date NOV issued:	**05 June 2013**
Person(s) NOV issued to:	**Randall Hammond**
Date violation discovered:	**04 June 2013**
Location/address of violation:	**013-10390-00 Highland Homes Blk V Lot 33 & Lot 34; commonly known as 333 N. Clark St.**
Nature of violation/code provision violated:	**Bloomington Municipal Code (BMC) § 17.16**

Inspector's Report

During a drive by inspection of the property, it was noted that the roof structure on the northwest section of the structure has collapsed. The following shall occur to be in compliance with the Order to Remove:

1. The Monroe County Building Department and the City Planning Department shall be contacted to determine if any permits are required for the work necessary to bring this property and structure into compliance with this Order;
2. The structure shall be removed as well as all debris associated with this structure, including the main framing of the structure;
3. Properly backfill the crawl space/basement;
4. HAND shall be notified when work is completed at this location.

Relevant Code Citations

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

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

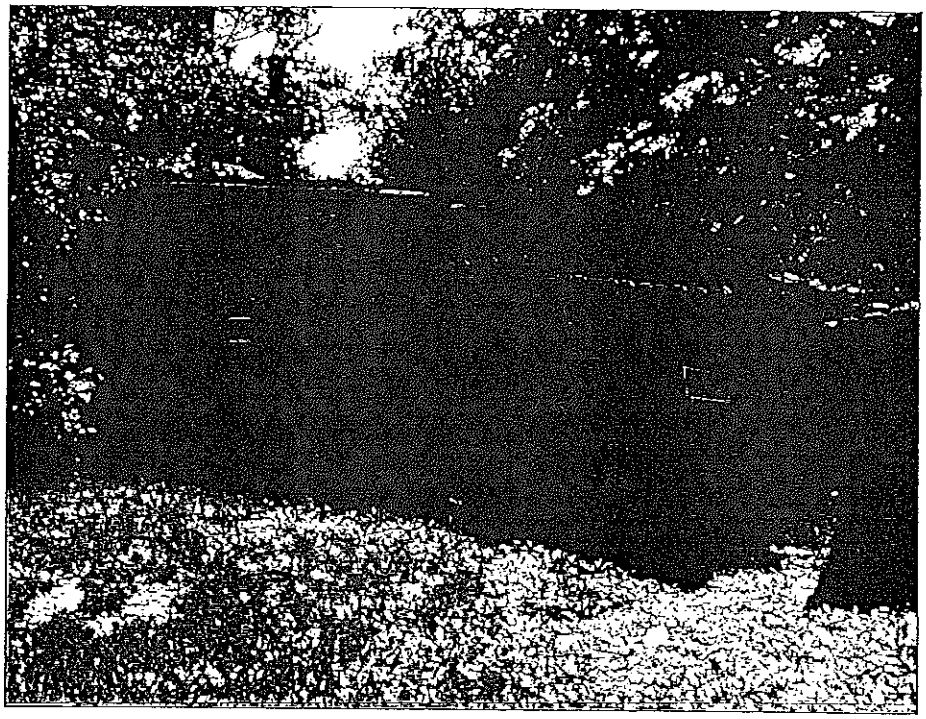
is considered an unsafe building.

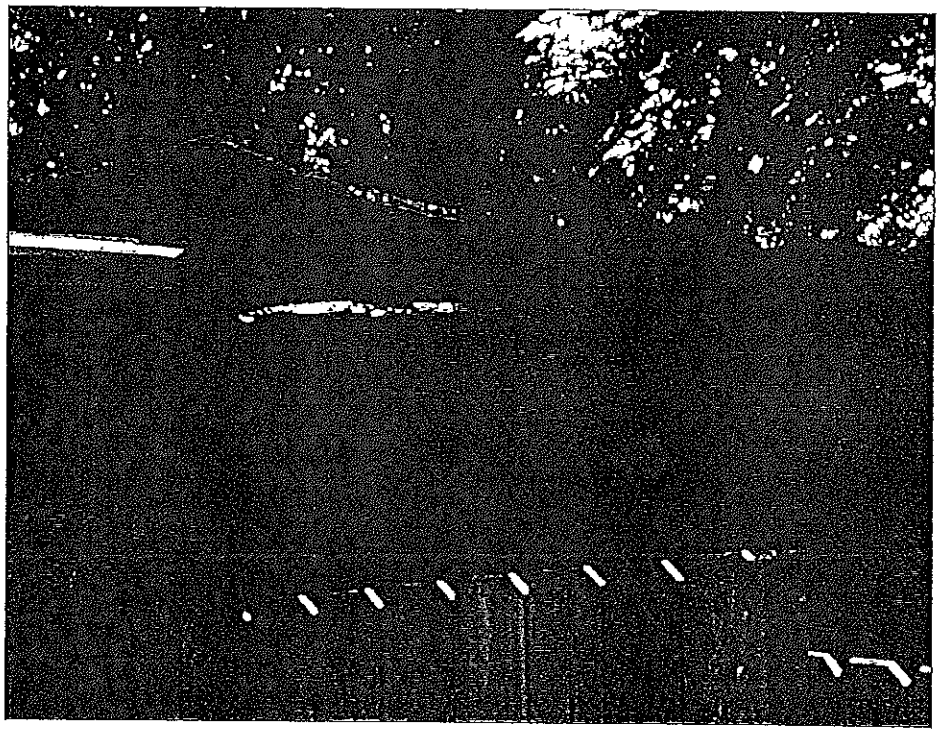
BMC § 17.16.040 (f) states, in part, "Unsafe building or structure means any building or structure or part of building or structure that is ... in any of the conditions or possesses any of the defects described below, provided that such conditions or defects exist to the extent that life, health, property,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

(ll) Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, provided by the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location, or structure of buildings;

(nn) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangements, inadequate light, air or sanitation facilities, or otherwise, is determined by the enforcement authority to be unsanitary, unfit for human habitation, or in such condition that it is likely to cause sickness or disease.

333 N. Clark St.
04 June 2013





City of Bloomington
Public Works Department

BOARD OF PUBLIC WORKS
STAFF REPORT

Meeting Date: September 24, 2013

Subject: The Bloomington Housing Authority Fall Fest and Haunted House

Report: The Bloomington Housing Authority would like to close Summit Street between Monroe and 13th Streets on October 25, 2013 from 4:00 p.m. to 8:00 p.m. to host a Fall Fest and Haunted House for the Crestmont neighborhood. There will be games, music and other activities. They are anticipating up to 400 residents attending. Organizers are also requesting a Noise Permit for the event.

Recommendation: Staff recommends approval.

RESOLUTION 2013-87
BLOOMINGTON HOUSING AUTHORITY FALL FEST AND HAUNTED HOUSE

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

WHEREAS, the Bloomington Housing Authority, hereinafter "Sponsor", is sponsoring a gathering that will be open and free to the general public to be known as Bloomington Housing Authority Fall Fest and Haunted House, and

WHEREAS, the Sponsor is requesting that they be allowed to close a section of Summit Street during the event so children may safely cross the street while participating in the events;

WHEREAS, the Board of Public Works supports community events which allow children and families to have a safe and supervised celebration; and

WHEREAS, the sponsor has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works and 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, and to proved the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works agrees that public streets and sidewalks may be utilized to conduct the Bloomington Housing Authority Fall Fest and Haunted House between the hours of 4:00 p.m. and 8:00 p.m. on Friday, October 25, 2013.

2. The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted on Summit Street during the hours of the event.

3. The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

4. The Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 8 p.m., Friday, October 25, 2013.

5. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.

6. The Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.

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

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

ADOPTED THIS_____DAY OF_____, 2013.

BOARD OF PUBLIC WORKS:	**BLOOMINGTON HOUSING AUTHORITY**
_____	_____
Charlotte Zietlow, President	Signature
_____	_____
James McNamara	Printed Name
_____	_____
Dr. Frank N. Hrisomalos	Position

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, the Bloomington Housing Authority, (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 sections of Summit Street which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Fall Fest and Haunted House, on RELEASEE's property from 4:00 p.m. – 8:00 p.m. on Friday, October 25, 2013; and

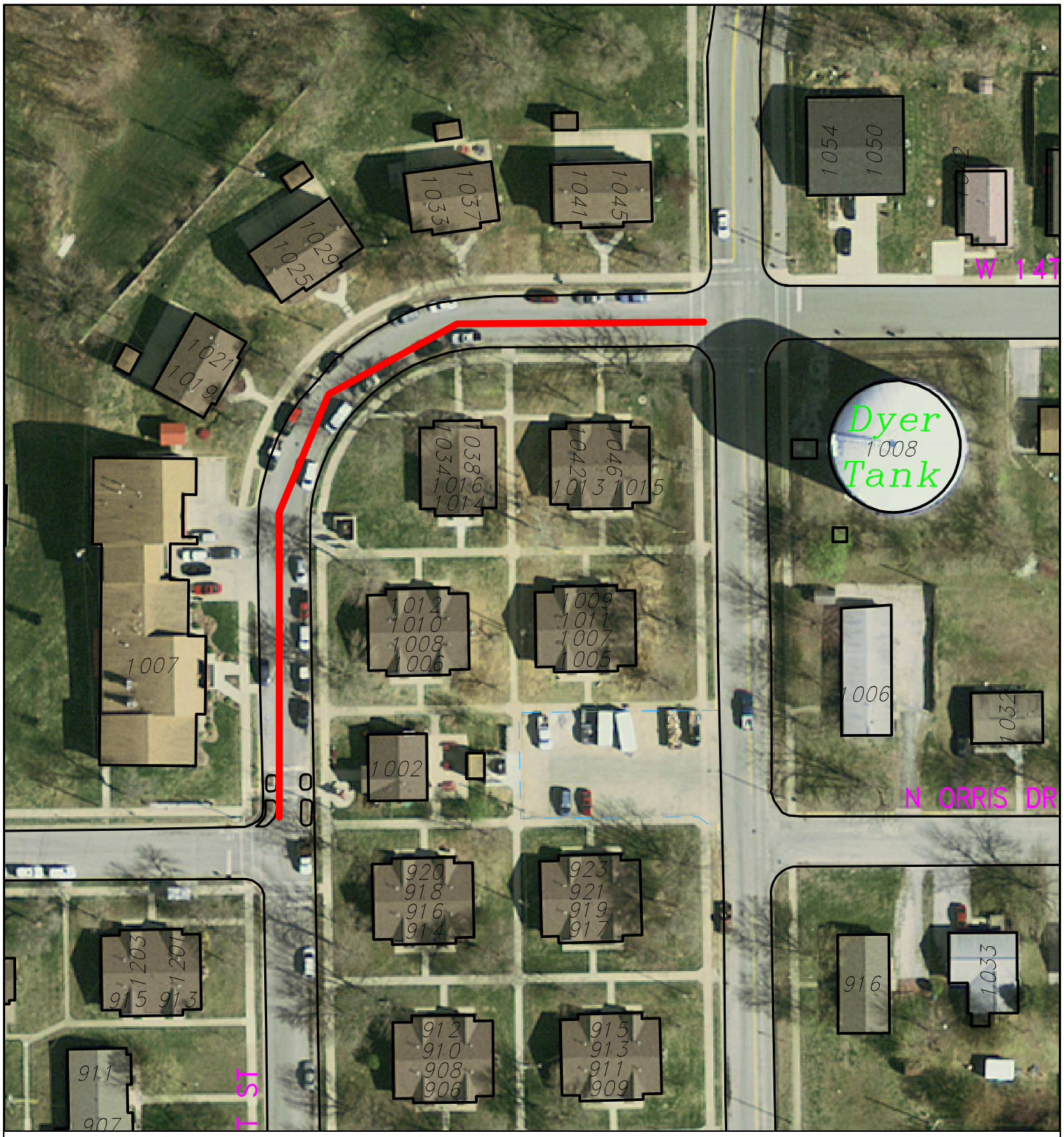
WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such activities to be conducted upon its property;

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

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

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

RELEASOR	**RELEASEE**
_____	_____
Bloomington Housing Authority	Board of Public Works Officer
_____	
Printed name, Title	
_____	_____
Date	Date



Bloomington Housing Authority Family Day

N Summit Street between W 13th Street and W 14th Street

By: smithc

1 May 13

80 0 80 160 240

N

City of Bloomington
Public Works

Scale: 1" = 80'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: Use of 4th Street for October 4 First Friday

Petitioner/Representative: I Fell, LLC.

Staff Representative: Miah

Meeting Date: September 24, 2013

I Fell is requesting to close a portion of W. 4th Street between Rogers Street and the west side of the mid-block alley in the 400 block of W. 4th Street on Friday, October 4, 2013. First Friday events in that area are drawing people to this redeveloping part of downtown. First Friday will consist of live music from WFHB, food, temporary art exhibits and other festival-type entertainment. Event hours are from 6 p.m. to 9 p.m., and they request that they be allowed to close the street at 4:00 p.m. for set up and commit to having it opened back up by 10:00 p.m. after clean up. As part of this event they are also requesting a Noise Permit until 9:00 p.m.

The organizers have notified businesses and residents on the block.

Staff recommends approval.

Recommend ☑ **Approval** ☐ **Denial by** Miah Michaelsen

RESOLUTION 2013-88
FIRST FRIDAY
ART EVENT

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, I Fell, LLC. ("I Fell") is desirous of using W. 4th Street from the intersection with Rogers Street to the western side of the mid-block alley in the 400 block to exhibit artwork, and host other arts and festival-type activities in conjunction with First Friday on Friday, October 4, 2013; and,

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that W. 4th Street from the intersection with Rogers Street to the western side of the mid-block alley in the 400 block shall be temporarily closed to traffic and parking, beginning at 4:00 p.m. until 10:00 p.m., on Friday, October 4, 2013, for the purpose of hosting art and festival-type events, operating food and drink booths and to providing entertainment including live bands for the general public.

2. That I Fell shall be responsible for paying those parking fees the City of Bloomington has identified in Resolution 2013-70 as applicable.

3. That I Fell shall post "no parking" signs on parking meters at least 24 hours in advance of the closing of the streets. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.

4. That I Fell shall be responsible for placement and removal of barricades. Thrive is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. Thrive agrees to obtain at its own expense and place barricades to close the street, not before 4:00 p.m. and to remove barricades by 10 p.m. on Friday, October 4, 2013.

5. The sponsors will be responsible for removing all trash that is a result of the event, to pick up litter including cigarette butts from the street and sidewalks within this block and to clean any grease or other food products from the pavement and sidewalks after the event. Cleanup shall be completed by midnight on Friday, September 6, 2013.

6. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of 4:00 p.m. and 10:00 p.m.

7. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

8. The sponsors shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).

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

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

ADOPTED THIS_____DAY OF_____, 2013.

BOARD OF PUBLIC WORKS:	I FELL, LLC:
_____	_____
Charlotte Zietlow, President	Signature
_____	_____
James McNamara	Printed Name, Title
_____	_____
Dr. Frank N. Hrisomalos	Date
_____	
Date	

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, I Fell, LLC, (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 W. 4th Street from the intersection with Rogers Street to the western wide of the mid-block alley in the 400 block, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring First Friday, on RELEASEE's property with set up beginning at 4:00 p.m., teardown ending by 10:00 p.m., on Friday, October 4, 2013; and

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

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

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

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

RELEASOR	**RELEASEE**
_____	_____
I Fell, LLC	Board of Public Works Officer
_____	_____
Date	Date

City of Bloomington
Public Works

By: smithc
13 Jun 13

100 0 100 200 300

N

Scale: 1" = 100'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: Noise Permit for Buddy Walk

Petitioner/Representative: Down Syndrome Family Connection

Staff Representative: Miah

Meeting Date: September 24, 2013

Down Syndrome Family Connection will be sponsoring a walk to raise awareness of Down Syndrome at Bryan Park on Sunday, October 6. The walk will be held within the park. Other activities will go on at the Woodlawn Shelter including music and amplified announcements. They will have announcements and a band playing family-friendly music. The event is from 1:30 to 4:00 p.m. The event is free but donations will be accepted.

Staff recommends approval.

Recommend X Approval ☐ Denial

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3418

Application and Permit Information

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

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

Contact Miah Michaelsen with any questions: (812) 349-3418 or michaelm@bloomington.in.gov

Event and Noise Information

Name of Event:	Buddy Walk for Down Syndrome		
Location of Event:	Bryan Park in Bloomington		
Date of Event:	October 6, 2013	Time of Event:	Start: 1:30pm
Calendar Day of Week:	Saturday		End: 4pm
Description of Event:	The Buddy Walk is an awareness and fundraising walk for Down Syndrome Family Connection. Registration is free, but donations are encouraged, as this is DSFC's main fundraiser for the year. All are welcome, and there is fun for all.		

Source of Noise:	■ Live Band	■ Instrument	■ Loudspeaker	Will Noise be Amplified? ■ Yes ☐ No
Is this a Charity Event?	■ Yes ☐ No	If Yes, to Benefit: Down Syndrome Family Connection		

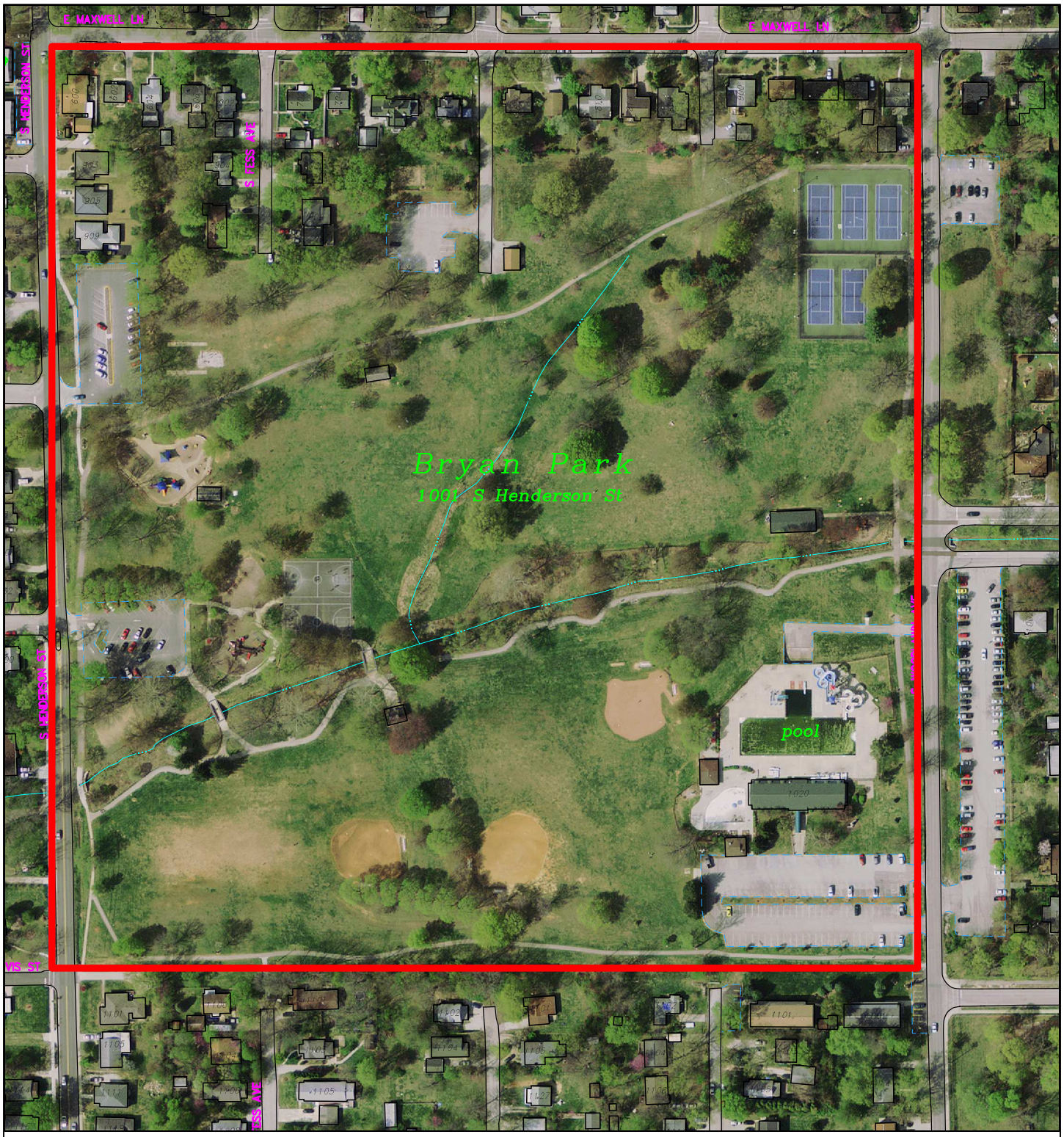
Applicant Information

Name:	Cyndi Johnson		
Organization:	Down Syndrome Family Connection	Title:	
Physical Address:	2103 S Georgetown Rd, Bloomington, IN 47401		
Email Address:	cyndi@downsyndromefamilyconnection.org	Phone Number:	812-720-9603
Signature:	Cyndi Johnson	Date:	9/6/13

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
_____ Charlotte T. Zietlow, President	_____ James McNamara
_____ Date	_____ Dr. Frank N. Hrisomalos



By: smithc
19 Sep 13

200 0 200 400 600

N

City of Bloomington
Public Works

Scale: 1" = 200'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: Noise Permit for Collins Electronic Music Dance

Petitioner/Representative: Collins Living Learning Center

Staff Representative: Miah

Meeting Date: September 24, 2013

Collins Living Learning Center at 541 N. Woodlawn Avenue will be sponsoring an electronic music dance event on Friday, September 27 at the Center. They will have amplified dance music.

The permit is requested from 9 p.m. to midnight, but staff recommends ending the noise permit at 11:00 p.m.

Recommend X Approval ☐ Denial

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3418

CITY OF BLOOMINGTON

Application and Permit Information

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

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

Contact Miah Michaelsen with any questions: (812) 349-3418 or michaelm@bloomington.in.gov

Event and Noise Information

Type or Name of Event: Collins Electronic Music Dance

Location of Event: Collins Living Learning Center 541 N. Woodlawn Avenue

Date of Event: Sept 27, 2013 Time of Event: Start: 8 or 9 PM End: Midnight of Sept 28

Description of Noise: loud music playing from speakers outside on night of event

Source of Noise: ☐ Live Band ☐ Instrument ☑ Loudspeaker Other:

Will Noise be Amplified? ☑ Yes ☐ No

Applicant Information

Name: Ashley Kulak

Organization: Collins Living Learning Center Title: Resident

Physical Address: 541 N. Woodlawn Ave 47406

Email Address: akulak@indiana.edu Phone Number: 317-508-8996

Signature: [signature] Date: 9/16/13

FOR CITY OF BLOOMINGTON USE ONLY

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

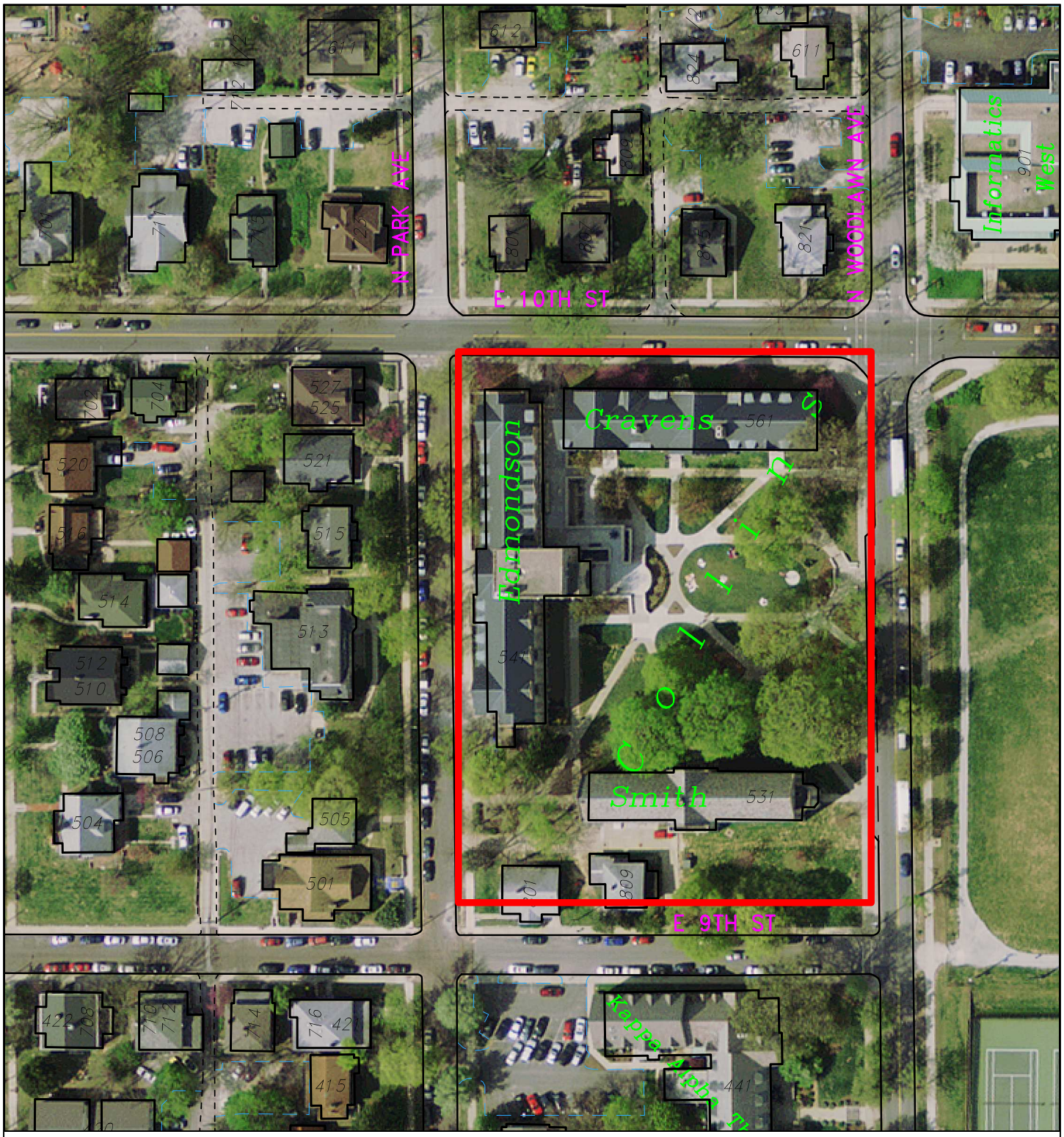
BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President

James McNamara

Date

Dr. Frank N. Hrisomalos



By: smithc
19 Sep 13

100 0 100 200 300

N

City of Bloomington
Public Works

Scale: 1" = 100'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: Noise Permit for Rachael's Run for Justice

Petitioner/Representative: FairTalk

Staff Representative: Miah

Meeting Date: September 24, 2013

FairTalk will be sponsoring a run to raise awareness of marriage equality on Saturday, November 2 on the B-Line Trail. They will have amplified announcements on the B-Line and at City Hall. The event is from 3:00 to 5:00 p.m. and is free but donations will be accepted.

Event organizers are working with the Parks Department on use of the B-Line Trail.

Staff recommends approval.

Recommend X Approval ☐ Denial

CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3418

Application and Permit Information

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

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

Contact Miah Michaelsen with any questions: (812) 349-3418 or michaelm@bloomington.in.gov

Event and Noise Information

Name of Event:	Rachael's Run for Justice		
Location of Event:	City Hall & B-Line Trail		
Date of Event:	11/2/13	Time of Event:	Start: 3pm
Calendar Day of Week:	Saturday		End: 5pm
Description of Event:			
Source of Noise:	☒ Live Band ☐ Instrument ☒ Loudspeaker		Will Noise be Amplified? ☒ Yes ☐ No
Is this a Charity Event?	☒ Yes ☐ No	If Yes, to Benefit:	FairTalk

Applicant Information

Name:	Jean Capler		
Organization:	FairTalk	Title:	President
Physical Address:	3732 W. Parkview Dr., Bloomington, IN 47404		
Email Address:	jean.capler@gmail.com	Phone Number:	812-325-0885
Signature:	Jean M. Capler	Date:	9/9/13

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President	James McNamara
Date	Dr. Frank N. Hrisomalos

Runners head South on B-Line

Walkers head north

Board of Public Works
Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Andrew Olanoff – The Tamale Cart

Staff Representative: Jason

Meeting Date: September 24, 2013

Andrew Olanoff has applied for a renewal of his 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 selling tamales

This application is for one year.

Staff is supportive of the request.

Recommend ☑ **Approval** ☐ **Denial by** Jason Carnes

RESOLUTION 2013-89
Itinerant Merchant Food Vendor in Public Right of Way
Andrew Olanoff – The Tamale Cart, LLC

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, Andrew Olanoff ("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 one year beginning on the day that License is issued by the City _____, 2013 thru _____ 2014.

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;

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 2013-89 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____
Andrew Olanoff

Date: _____

CITY OF BLOOMINGTON
economic & sustainable development

Itinerant Merchant, Solicitor and Peddler License Application Checklist

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

License Length and Fee Information

Valid License: Length of License:	○ 24 hours	○ 72 hours	○ 1 Calendar Week	○ 30 Days	○ 6 Months	◉ 1 Year
License Fee:	$15	$40	$75	$125	$175	$240

Applicant Information

Name:	ANDREW OLANOFF		
Title:	MANAGER	Date of Birth:	12/18/1989
Physical Address:	7012 E ~~SOUTH~~ HOLLY LANE		
City, State, Zip:	BLOOMINGTON, IN, 47401		
E-Mail Address:	THETAMALECART@GMAIL.COM		
Phone Number:	(973) 270-8934	Mobile Phone:	(973) 270-8934

Corporate Contact Information

Name of Employer:	THE TAMALE CART LLC				
Physical Address of Employer:	7012 HOLLY LANE				
City, State, Zip:	BLOOMINGTON, IN, 47401				
Phone Number of Employer:	(973) 270-8934				
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 (You may attach additional information as needed):

TAMALES, TACOS, TORTAS (MEXICAN SANDWICHES)

If applicable, a description of Motor Vehicle or Mobile Trailer to be used:

FORD VAN

License Plate Number: 2799899 Vehicle Identification Number (VIN): 1FMEE11HXSHB50537

Please attach two (2) pictures of the vehicle and trailer (ALREADY ON FILE)

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.

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 and a Certified Food Handler Certificate.
☐	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.

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.

Name (printed):	ANDREW OLANOFF
Signature:	[signature]
Date Release Signed:	9/5/2013

TAMAL-1 OP ID: DN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/16/13

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
Mark Babbs
Phone: 812-331-3230
Fax: 812-331-3233

CONTACT NAME: Debra Noble
PHONE (A/C, No, Ext): 812-355-4608 FAX (A/C, No): 812-331-3233
E-MAIL ADDRESS: debbien@figprotects.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Tamale Cart
Attn: Andrew Olanoff
1112 South Washington St
Bloomington, IN 47404

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			ENP 017 65 19	01/15/13	01/15/14	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			ENP 017 65 19	01/15/13	01/15/14	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (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)

CERTIFICATE HOLDER

CITY018

City of Bloomington
PO Box 100
Bloomington, IN 47402

CANCELLATION

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

Debra A Noble

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Blue

EXAMINEE SCORE ANALYSIS REPORT - DETAIL

CERTIFICATE INFORMATION BY EXAM

If you passed the ServSafe Food Protection Manager Certification Examination, the ServSafe Alcohol Primary (Print only) or ServSafe Alcohol Proctored Exam, you will receive a Certificate from your Proctor or the person designated to distribute exam results.

If you passed the ServSafe Alcohol Primary (Online Exam), you will receive a Certificate at the address you indicated on your Exam Registration Form.

For these Exams, you can order a duplicate copy of your original Certificate.

If you passed the ServSafe® Food Handler Online Examination or Texas FoodGuard Examination, you can print and re-print your Certificate of Achievement from this Website.

COURSE NAME:SERVSAFE FOOD PROTECTION MANAGER CERTIFICATION EXAMINATION

STUDENT:NICHOLAS J LANE

Class Tracking Report

CLASS INFORMATION

EXAM SESSION NUMBER	ORGANIZATION	INSTRUCTOR NAME	EXAM LOCATION	EXAM DATE	TYPE OF TRAINING	HOLD CODE	CERT. NUMBER	PASS /FAIL
752725	IVY Tech - Bloomington	KENNETH CANTU	IN	05/06/2009	Classroom		6449963	PASSED

FORM INFORMATION

TEST FORM	PASS PERCENT SCORE	YOUR PERCENT SCORE
4453	75%	82%

DOMAIN SUMMARY

DOMAIN	% SCORE
I. Foods	76%
II. Clean/Sanitize/Maint.	100%
III. Facilities	67%
IV. Monitoring Food Personnel	100%
V. Temp. Measuring Devices	50%
VI. Allergens	100%
VII. High-Risk Populations	100%
VIII. Legal/Regulatory Issues	50%
IX. Facility Layout/Design	100%
X. Training Employees	100%

COPYRIGHT 2012 © NATIONAL RESTAURANT ASSOCIATION EDUCATIONAL FOUNDATION. ALL RIGHTS RESERVED

Food Service Establishment

Monroe County Health Department
Bloomington, IN 47404-3989
812-349-2542

MOBILE

THE TAMALE CART
1112 SOUTH WASHINGTON
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.

Issued FEB 28 2013

By Thomas W Shapiro

2013

Expires 1/31/14

This License Is Not Transferable to Another Individual or Location

Board of Public Works
Staff Report

Project/Event: University Street Neighborhood Block Party

Petitioner/Representative: Neighborhood

Staff Representative: Christina Smith

Meeting Date: September 24, 2013

The University Street Neighborhood wishes to close East University Street between South Grant Street and South Henderson Street for a block party on Sunday, September 29, 2013. The street will be closed to vehicular traffic from 4:00 to 6:30 p.m. with the alleyways being accessible to residents.

This event will be family orientated and will serve as a forum to welcome new residents to the neighborhood.

They have requested a noise permit during the hours of the event so that live music may be played during the festivities.

Staff is supportive of request.

Recommend ☑ Approval by: Christina Smith

RESOLUTION 2013-90
University Street Neighborhood Block Party

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

WHEREAS, the Neighborhood is desirous of using East University Street between South Grant Street and South Henderson Street for a neighborhood block party; and

WHEREAS, the City of Bloomington encourages and values activities for residents to get to know their neighbors; and

WHEREAS, The Neighborhood has agreed to execute the "Release, Hold Harmless and Indemnification Agreement" regarding the use of the City of Bloomington's property which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED:

1) That the City of Bloomington Board of Public Works declares that the 400 and 500 block of East University Street between South Grant Street and South Henderson Street shall be temporarily closed to motor vehicle traffic and parking from 4:00 to 6:30 p.m. on Sunday, September 29, 2013 for the purpose of staging a neighborhood party.

2) That by granting approval for this event, the Board of Public Works, waives the City Noise Ordinance until 6:30 p.m. so music may be enjoyed during the event.

3) The neighbors, in conjunction with this event, agree to the following:

A. The Neighborhood agrees to be responsible for posting "no parking" signs at least 24 hours in advance of the street closing. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works. The Association shall be responsible for placement and removal of barricades. The Association is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. The Association agrees to place barricades to close the street, not before 4:00 p.m., and to remove barricades by 6:30 p.m., Sunday, September 29, 2013.

B. The neighbors agree to be responsible for obtaining any required permits or licenses.

C. The neighbors agree to notify the Police and Press well in advance of the street closing (at least 48 hours in advance).

D. The neighbors agree to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trashcans. Clean-up after the event shall be completed by 6:30 p.m. on the day of the event.

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

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION AND AGREED TO:

_____
Signature

_____
Printed Name
For University Street Neighborhood

_____
Date:

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, the University Street Neighborhood (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 400 and 500 block of East Univeristy Street between South Grant Street and South Henderson Street, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring a block party on RELEASEE'S property with set up beginning at 4:00 p.m. and teardown ending by 6:30 p.m. on Sunday, September 24, 2013; and

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

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

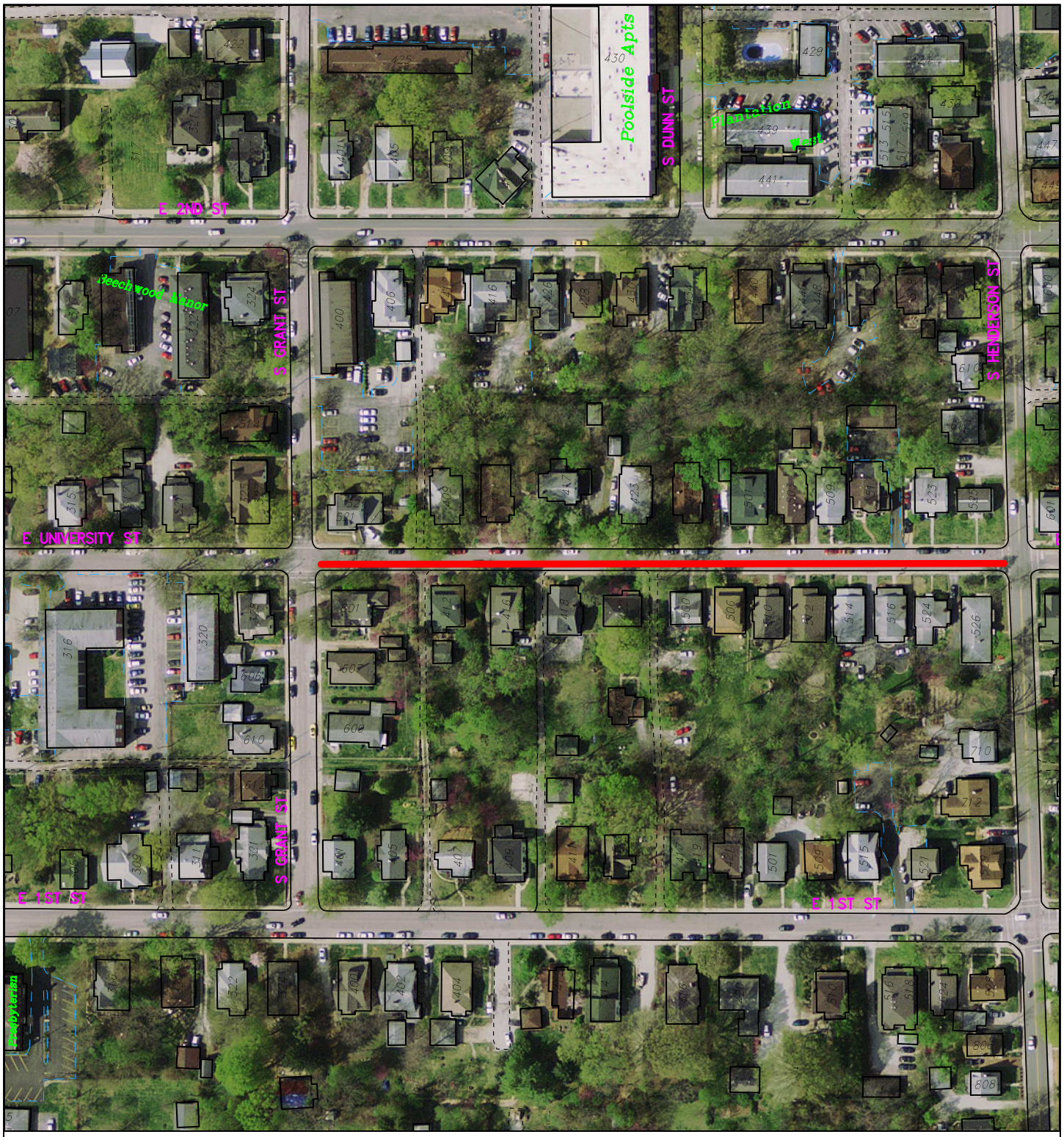
RELEASOR expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

_____, as _____ of the University Street Neighborhood, represents and certifies that he/she has been fully empowered to execute this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on behalf of RELEASOR.

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

"RELEASOR"	"RELEASEE"
_____	_____
Signature	Board of Public Works Member
_____	
Printed Name-For University Street Neighborhood	

Resolution 2013-90



By: smithc
19 Sep 13

150 0 150 300 450

N

City of Bloomington
Public Works

Scale: 1" = 150'

For reference only; map information NOT warranted.

Board of Public Works
Staff Memo

Project/Event: Resolution 2013-91 and Resolution 2013-92

Meeting Date: September 24, 2013

Documents pertaining to Resolution 2013-91 (IU Little 500 Street Sprint Series) and Resolution 2013-92 (Krampus Night) could not be completed in time to be included in the packet.

Miah Michaelsen, Assistant Economic and Development Director for the Arts, will prepare the documents and have them available at Tuesday's meeting.

If you have any questions regarding these agenda items, please feel free to contact Public Works at 349-3400.

Board of Public Works
Staff Report

Project/Event:	Parking Meter Mobile Pay Application
Petitioner/Representative:	Public Works Staff
Staff Representative:	Amanda Feuquay
Date:	September 24, 2013

Report: A mobile payment application was included in the parking meter project brought to the Board and Council at the beginning of the meter proposal. We have met with several mobile payment providers and feel that Parkmobile best meets our criteria. Parkmobile integrates with our handheld enforcement devices which provide the enforcement staff live payment information made through the Parkmobile application.

Providing the application to downtown parkers will allow them to start a parking session on their phone (via the payment application or a 1-800 number), remotely extend parking sessions, and move freely through the downtown metered area during any paid parking session. Parkmobile accepts Visa, MasterCard, Discovery, and American Express, as well as PayPal. Users have the option of paying from these sources each time they park, or they can deposit money into a virtual wallet and deduct their parking sessions from this wallet. There is no fee to add money to your virtual wallet.

The fee structure for Parkmobile is a sliding scale based on the options chosen by the user. For a member with a basic member profile using a non-wallet payment, it is $.50 per transaction; for a member with a basic member profile using payment stored in a virtual wallet, it is $.40 per transaction. There are no monthly fees for this membership profile.

With the preferred membership there is a $.99 per month account fee, and the transaction fees are $.30 for wallet users, and $.40 for non wallet users. For both the preferred and basic member profiles, there is a limit of 5 registered vehicles per account.

The third option, a corporate fleet account, will greatly help the companies that use the metered parking. With this account, there is a $.99 per license plate monthly

membership fee, and there is no limit on the amount of registered vehicles on this plan. The fees are $.30 for wallet users, and $.40 for non wallet users.

Another benefit to Parkmobile is the validation program. This program will allow merchants to validate parking as a perk to their customers. The merchant will work directly with Parkmobile to set up their validation program. Amounts can range from 15 minutes to 14 hours, and is paid for by the merchant. The merchant will pay Parkmobile, who will in turn pay the City for parking revenue once the validation codes are delivered to the merchant.

Recommendation and Supporting Justification: After careful analysis staff recommends the Board award the meter mobile payment application to Parkmobile. There is no cost to the City and we believe it will be of benefit to the user.

Recommend ☒ **Approval** ☐ **Denial by**: Amanda Feuquay

AGREEMENT FOR SERVICES TO PROVIDE SYSTEM FOR PAYMENT OF STREET PARKING BY MOBILE TELEPHONE

This Agreement, entered into on this 1st day of October, 2013, by and between the CITY OF BLOOMINGTON, INDIANA, a municipal corporation, by and through its Board of Public Works (hereinafter referred to as "BOARD"), and PARKMOBILE USA, INC., a Georgia corporation f/k/a Parkmobile North America, Inc. (hereinafter referred to as "Parkmobile"), and as an additional party for the limited purpose of Article 2.1.6 of this Agreement, PARKMOBILE GROUP B.V., a company organized under the laws of the Netherlands ("PMG"),

WITNESSETH:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of all parking-related matters, including providing a system for the payment of street parking by mobile telephone; and

WHEREAS, Parkmobile and the BOARD desire to enter into a mutually beneficial arrangement, pursuant to which Parkmobile will provide mobile parking services to the BOARD, upon the terms and subject to the conditions contained herein.

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

Article 1. Term of Agreement:

1.1 **Initial Term:** This Agreement begins on the Effective Date and terminates three (3) years after the Effective Date (the "Initial Term"), provided neither party gives written notice to the other of its intent to terminate this Agreement as set forth in this Agreement.

1.2 **Renewal Term:** Following the Initial Term, the BOARD has the option, in its sole and absolute discretion, to renew this Agreement for two (2) consecutive one (1) year renewal terms (each a "Renewal Term"), provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of any then-current Renewal Term. The BOARD or its designee will notify Parkmobile of its intention to exercise the option to extend this Agreement at least ninety (90) days prior to the end of the initial term and any renewal term. The parties may agree to extend this Agreement for two (2) additional one (1) year renewal terms, provided that neither party gives written notice to the other as provided above of its intent not to enter any additional renewal terms beyond the initial two (2) renewal terms.

Article 2. Scope of Services: Parkmobile shall provide required Services for the BOARD as set forth below and as more fully set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth. In connection with Parkmobile's performance of the Services, Parkmobile shall be subject to, and agrees to abide

by, such policies, procedures, directions and restrictions as the BOARD may reasonably establish from time to time.

If the BOARD requires additional work that is not included in this Agreement, Parkmobile and the BOARD shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

Parkmobile shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner and in compliance with all applicable law, regulation, legal or regulatory process or government agency, rules or regulations (collectively, "Law"). Parkmobile 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 Parkmobile's work, Parkmobile agrees to maintain such coordination with the BOARD as may be requested and desirable, including primary coordination with the Public Works Department official(s) designated by the BOARD as project coordinator(s).

Parkmobile agrees that any information or documents, including digital GIS information, supplied by the BOARD pursuant to Article 4, below, shall be used by Parkmobile for this project only, and shall not be reused or reassigned for any purpose.

2.1 **Parkmobile Services:** Parkmobile agrees to diligently undertake, perform, and complete all of the services ("Services") described in Exhibit A, which include but are not limited to the following items:

2.1.1 **Help and Support**. Parkmobile agrees to use its reasonable efforts to assist the BOARD with any technical support that the Board may reasonably require in relation to using the Services. In furtherance of the foregoing, Parkmobile agrees to provide the Board with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Services. Each of Parkmobile and the BOARD shall promptly notify the other of any errors or interruptions that arise during the BOARD's use of Parkmobile's software or the Services hereunder.

2.1.2 **Error Corrections**. In the event of any errors or interruptions in the Services, Parkmobile shall use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of Parkmobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.1.3 **No Performance Warranty**. The Services are provided to the BOARD "AS IS" with no warranty of any kind. Notwithstanding the foregoing, Parkmobile shall provide the Services in accordance with the service levels set forth in Exhibit A, as the same may be amended from time to time.

2.1.4 **Publicity of Services**. All brochures and promotional materials to be distributed by the BOARD in connection with the Services shall be in a form mutually agreed upon by the parties.

2.1.5 **Authority of the Parties**. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power or authority with respect to the other party not expressly granted to the other party by such party.

2.1.6 **Technology Sublicense**. PMG hereby grants the BOARD the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use the proprietary technology that PMG licenses but does not own and relates to the Services (the "Technology") in connection with the Services. The BOARD shall not use the Technology for any use other than in connection with the Services. The BOARD acknowledges and agrees that (a) PMG shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by the BOARD shall use the Technology as necessary. The BOARD has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, the BOARD's use of the Technology shall inure to PMG's benefit. During the Term or at any time thereafter, the BOARD shall not commit, or cause any third party to commit, any act challenging, contesting or impairing or attempting to impair PMG's right, title and interest in and to the Technology or the validity thereof.

2.1.7 **Status Meetings**. On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Article 2.1.7 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

Article 3. Standard of Care: Parkmobile shall be responsible for completion of the Services in a manner to meet high professional standards consistent with Parkmobile's profession in the location and at the time of the rendering of the services. The Director of the Public Works Department, Susie Johnson, shall be the sole judge of the adequacy of Parkmobile's work in meeting such standards. However, the Director of the Public Works Department shall not unreasonably withhold her approval as to the adequacy of such performance.

Article 4. 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 Parkmobile shall be entitled to rely upon the accuracy and completeness of information supplied by the BOARD:

4.1 Information/Reports

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

4.2 Representative

The BOARD hereby designates Susie Johnson, Director of the Department of Public Works ("Johnson") to serve as the BOARD's representative for the project. Johnson shall have the authority to transmit instructions, receive information, interpret and define the BOARD's requirements and make decisions with respect to the Services.

4.3 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 5. Fees; Expenses:

5.1 Fees. The fees (the "Fees") applicable to the Services, are set forth on Exhibit B, Fees. Exhibit B may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth.

5.2 Payment. 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 thirty (30) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the BOARD may reasonably require.

5.3 Taxes. Parkmobile's prices do not include sales, use, revenue or excise taxes. The BOARD shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

5.4 Billing Disputes. The BOARD agrees to promptly notify Parkmobile in writing of any dispute with any invoice, and that invoices for which no such notification is made within ten (10) business days shall be deemed accepted by the BOARD. In the event that any payment dispute is resolved in favor of the BOARD, Parkmobile shall credit the BOARD on the immediately subsequent invoice issued to the BOARD.

5.5 Expenses. Except as otherwise provided herein, Parkmobile shall not charge the BOARD any costs for the integration of its system(s) or for the management of the project and the Services. Parkmobile shall charge the BOARD for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior approval of the BOARD.

5.6 Billing Records. Parkmobile 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 three (3) years after completion.

Article 6. 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 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. If the failure or violation is not corrected, this Agreement may be terminated immediately upon written notice from the aggrieved party.

The BOARD may terminate or suspend performance of this Agreement at the BOARD's prerogative at any time upon thirty (30) days written notice to the Parkmobile. If the BOARD terminates or suspends this Agreement for no cause or convenience, Parkmobile shall be entitled to its fees for services performed as outlined in Exhibit B through the date of termination. Moreover, Parkmobile shall be entitled to reimbursement for initial unamortized implementation costs incurred on behalf of BOARD for signage and marketing (the "Reimbursement") as outlined in Schedule 3. The Reimbursement shall be calculated as follows:
Reimbursement = $2,500 divided by twelve (12) months x the number of months remaining during the Initial Term of this Agreement. Parkmobile shall terminate or suspend performance of the Services on a schedule acceptable to the BOARD, and the BOARD shall pay Parkmobile 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 Parkmobile'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 Parkmobile in connection with this Agreement shall become the property of the BOARD, as set forth in Article 8 herein.

Article 8. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Parkmobile and furnished to the BOARD as part of the Services shall become the property of the BOARD. Parkmobile 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 Parkmobile.

8.1 The BOARD exclusively and solely owns all City Data and the intellectual property therein. Parkmobile further agrees to execute any documents necessary for the BOARD to perfect, memorialize, or record the BOARD's ownership rights in City Data. For purposes of this Agreement, "City Data" means all intellectual property of the BOARD, including but not limited to occupancy data, financial records, programming configurations of the parking meters, GIS location and rates, and other operational data and tailored operational programming.

8.2 Parkmobile may not provide or disclose any City data to any third party without the BOARD's prior written consent.

8.3 Parkmobile hereby grants the City of Bloomington, including its departments, commissions, boards, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use Parkmobile Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive and specific only to use within the City.

8.4 Nothing in this Agreement will be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in Parkmobile software including, but not limited to, pre-existing or independently developed intellectual property, materials, software, methodologies, tools or inventions, that are developed, conceived or created for any Parkmobile business purpose, or any derivative works to any of the foregoing.

8.5 Parkmobile understands the nature of public information and the requirement for the BOARD to adhere to all rules and laws that apply to public information. However, the BOARD also understands that the Parkmobile Software contains intellectual property, copyrights, and trade secrets that do not exist in the public domain. Therefore, the BOARD agrees that it will not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by Parkmobile for the purposes of reverse engineering or evaluation without the prior written consent of Parkmobile, or as mandated by applicable law.

8.6 The provisions of this Article will survive expiration or termination of this Agreement.

Article 9. Independent Contractor Status: During the entire term of this Agreement, Parkmobile 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 10. Indemnification: Parkmobile and the City of Bloomington agree to indemnity and hold harmless the other party, their affiliates, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability, including reasonable attorney's fees, arising out of the breach of any warranties, covenants or representations in this Agreement.

Article 11. Disclaimer of Warranties. THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. BOARD ACKNOWLEDGES AND AGREES THAT PARKMOBILE SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN THE TRIAL PROGRAM OR SERVICES. WITHOUT LIMITING THE FOREGOING, BOARD ASSUMES ALL RISKS

ASSOCIATED WITH THE SERVICES. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

Article 12. Limitation of Liability. THE AGGREGATE LIABILITY OF PARKMOBILE AND PMG FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID FOR THE SERVICES PURCHASED HEREUNDER. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Article 13. Insurance: Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar activities or owning similar properties and at least the minimum amount required by applicable law and any other agreement to which Parkmobile is a party or pursuant to which Parkmobile provides any services, including liability, property and business interruption insurance, as applicable.

Article 14. Conflict of Interest: Parkmobile 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. Parkmobile agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. 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 16. 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 17. Assignment: Neither the BOARD nor Parkmobile shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Parkmobile 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 18. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the BOARD and Parkmobile.

Article 19. 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 20. Non-Discrimination: Parkmobile 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.

Article 21. Compliance with Laws: In performing the Services under this Agreement, Parkmobile 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, Parkmobile 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, Parkmobile 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 22. Notices: All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five (5) days subsequent to mailing. Any notice required by this Agreement shall be made in writing to the addresses specified below:

BOARD:

City of Bloomington
Department of Public Works
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47404
Susie Johnson
johnsons@bloomington.in.gov

PARKMOBILE:

Parkmobile USA, Inc.
3200 Galleria Parkway, Suite 100
Atlanta, GA 30339
Attn: Cherie Fuzzell
Cherie.fuzzell@parkmobileglobal.com

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

Article 23. Intent to be Bound: The BOARD and Parkmobile 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 24. Entire Agreement: This Agreement and the documents and schedules referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

Article 25. Section Headings: All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

Article 26. Verification of New Employee' Employment Status: Parkmobile 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.) Parkmobile shall sign an affidavit, attached as Exhibit E, affirming that Parkmobile does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Parkmobile and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that Parkmobile or subcontractor learns is an unauthorized alien. If the BOARD obtains information that Parkmobile or a subcontractor employs or retains an employee who is an unauthorized alien, the BOARD shall notify Parkmobile or subcontractor of the contract violation and require that the violation be remedied within thirty (30) days of the date of notice. If Parkmobile or a subcontractor verifies the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that Parkmobile or subcontractor did not knowingly employ an unauthorized alien. If Parkmobile or subcontractor 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 provider. If the BOARD terminates the Agreement, Parkmobile or subcontractor is liable to the BOARD for actual damages.

Parkmobile shall require any subcontractor performing work under this Agreement to certify to Parkmobile that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Parkmobile shall maintain on file all subcontractors' 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 Investment in Iran**: Parkmobile is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Parkmobile shall sign an affidavit, attached as Exhibit F affirming that Parkmobile is not engaged in said investment activities. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

Article 28. **Authorization**: Each party warrants to the other party that the individuals executing this Agreement are authorized to do so.

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.

CITY OF BLOOMINGTON

By: _____
Charlotte Zietlow
President, Board of Public Works

By: _____
Mark Kruzan,
Mayor

PARKMOBILE USA, INC.

_____
Cherie Fuzzell
Chief Executive Officer

Acknowledged and agreed to solely for
Purposes of Article 2.1.6 of the Agreement:

"PMG":

PARKMOBILE GROUP B.V.

By: _____
Name: Cherie Fuzzell
Title: Authorized Signer

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Sadie Moore
DATE: 9-19-13

EXHIBIT A

I. SCOPE OF SERVICES

Parkmobile offers a service to the BOARD's parking customers ("End Users") that facilitates the activation and payment of parking transactions using mobile technology ("Mobile Parking"). For use of the Mobile Parking service, an End User Fee per transaction as reflected in Exhibit B is charged.

Parkmobile accepts several electronic payment methods from customers:

a. Traditional credit card payments are accepted with Visa, MasterCard, Discover, & AMEX ("Traditional Payments").

b. Emerging Payments ("Emerging Payments"). Emerging payments represent the numerous alternative payment methods that have begun to hit the marketplace today. Mostly, these innovations involve the use of virtual account-based membership profiles that a customer can utilize to transact purchases based upon the member's individual payment preferences. Examples of emerging payments include PayPal, Parkmobile's Stored Value Wallet, the Google Wallet, ACH, Mastercard's globalVCard, the ISIS Wallet, and Visa's V.me.

End Users who are registered with Parkmobile can begin and, if applicable, end a parking transaction in a variety of ways: visiting the website of Parkmobile – www.parkmobile.com; calling an Intelligent Voice Response (IVR) 1-800 Number, or using Parkmobile's mobile application. In order to register and begin a parking event, End Users simply provide the required information to create an account including credit card data and license plate number which is stored in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking visits only require the End User to enter or select the applicable parking duration options available for the location.

The tariff code of the parking area is indicated on parking signs or on parking meters. Enforcers of the BOARD check the validity of parking status real time against the Parkmobile database via a web service offering, free of charge to the BOARD, to determine if a valid parking right exists. This service can be accessed by suing a handheld terminal or PDA.

The supply of handheld terminals (or PDAs) for enforcement and TGSM cards for communication between the handheld terminals and the database and back-office systems are outside the scope of the Services.

End Users will receive parking alert services via SMS, mobile app push notification or email. The End user will be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

End Users can use Mobile parking anywhere the Parkmobile mobile payment service is available.

All parking charges are automatically charged to the credit card of the End User. End Users have real time access to an online account-based personal page accessible from www.parkmobile.com to check and print their parking history, receipts, and statements.

II. SERVICE LEVELS

1. Operation, Management and Maintenance of the System

(a) Parkmobile shall use its best efforts not to perform maintenance during business hours. In emergency cases, adjustments to the system may also take place during hours for paid parking. If necessary, Parkmobile may perform maintenance of the system during business hours, provided Parkmobile provides the BOARD with at least twenty-four (24) hours advance notice before the start of the work.

(b) Parkmobile takes a daily snapshot of the entire database as a backup, housed in Parkmobile's 3rd-party hosted server farm. These backup data snapshots are retained for three (3) months. Upon expiration or termination of this Agreement, Parkmobile shall, if requested by the BOARD, provide to the BOARD a copy of the current database snapshot as a database schema export or as delimited text files.

2. Errors and Interruptions

(a) When an error or interruption occurs in the Services, the BOARD shall inform Parkmobile as soon as possible. Parkmobile shall confirm its receipt of such notification in writing. If any error or interruption cannot be repaired by Parkmobile within five (5) business days from the date when the error or interruption is reported to Parkmobile, then Parkmobile may issue a credit for the Services during such downtime. Time spent by Parkmobile to restore and support to interruptions and errors caused by the BOARD and not attributable to Parkmobile shall be charged at the hourly rate of $180.

(b) In the event that the BOARD and Parkmobile disagree about whether an error or interruption has been resolved, the BOARD and Parkmobile shall discuss in good faith and reach a mutual resolution regarding whether such error or interruption has occurred or been adequately resolved. If the parties agree that the problem was in fact an error or interruption, then the BOARD shall not be entitled to a credit for the software during the downtime.

3. Security and Authorization

Parkmobile shall protect and authenticate a limited number of representatives that shall have access to the system and confidential information. Parkmobile representatives shall respect and utilize security access codes in compliance with PCI standards.

4. **Reports**

Parkmobile shall provide the BOARD access to reports related to the Services via an Internet or other digital means in relation to parking history, active users and parking revenues. Parkmobile also shall provide the BOARD with monthly reports through an Internet or other digital means regarding parking revenues.

EXHIBIT B

FEES

Parkmobile shall charge the End User an end user fee as outlined in the following pricing schedule:

Membership Profile/Options for Parking Customers				
Item		Member	Preferred Member *	Corporate Member (Fleet Accounts)
1	**Standard convenience fee**			
	:Wallet**	0.40	0.30	0.30
	:Non Wallet	0.50	0.40	0.40
2	**Monthly Membership fee**	NO	.99 per Account	.99 per License Plate
3	**Registration Cost:**			
	:Online	No Cost	No Cost	No Cost
	:Mobile App	No Cost	No Cost	No Cost
	:IVR	No Cost	No Cost	No Cost
	:Personal Callcenter Service with Live Agent	3.50	3.50	N.A
4	**Number of Registered Vehicles**	Up to 5	Up to 5	Unlimited
5	**Payment Options Accepted:**			
	:Credit Card (Visa/MC/Discover/AMEX)	YES	YES	YES
	:Debit Card (Visa/MC Logo Cards not ATM Cards)	YES	YES	YES
	:Wallet	YES	YES	YES
	:PayPal	YES	YES	YES
6	**Alerts and Reminders:**			
	:Email	YES	YES	YES
	:Push Notifications (iPhone)	YES	YES	YES
	:SMS TXT message	YES	YES	YES

* Parkmobile offers a plan for heavy parking customers to opt for a monthly fee of 99 cents in exchange for an additional 10 cents off each parking transaction

** No costs associated with the initial funding (load) or additional loads to the Customers' Wallet Accounts

Please note: validations or promo codes can be used to offset either the base parking charge, Parkmbile convenience fee or both

Traditional Payment Credit Card Fees/Merchant Processing/Other Third Party Fees:

Parkmobile can pass real time authorized debit/credit card transactions daily in batch format to Parkmobile's preferred payment processor, subsequently funded directly into a Parkmobile-controlled escrow account. In this scenario, Parkmobile acts as the MOR in the arrangement and passes Net parking Revenues in accordance with Parkmobile's standard settlement procedures to the BOARD. As used herein, Net parking Revenue shall mean parking revenue generated by End Users less End User Fees charged by Parkmobile, bank transfer fees and other future third party pass through fees if applicable.

Emerging Payments Fees:

Parkmobile shall collect parking revenues for each Emerging Payment transaction and

pass the Emerging Parking Revenue to the BOARD in accordance with Parkmobile's standard settlement procedures. As used herein, Emerging Revenue shall mean parking revenue generated by End Users less End User Fees charged by Parkmobile, bank transfer fees and other future third party pass through fees if applicable.

Other Terms and Conditions:

The use of mobile devices for enforcement as well as data plans is not part of this Agreement.

Parkmobile reserves the right to pass through increases in third party transaction processing and related fees should they occur in the future.

Cost for initial standard signage shall be borne exclusively by Parkmobile. Parkmobile will be responsible for all signage installation.

Cost of marketing shall be borne exclusively by Parkmobile based on Parkmobile's standard marketing program.

Parkmobile reserves the right to increase End User Fees and additional service fees upon sixty (60) days written notice to the BOARD. This increase in fees shall not occur prior to the end of the Initial Term.

Other development activities and additional services (listed below) for a fee at the request of and after written approval by the BOARD as described below.

Additional Services:

1. Additional Marketing/Advertising
2. Customized Reporting
3. Custom Integration to 3rd parties
4. Citation/Enforcement support
5. Replacement Signage/Stickers
6. Additional Training
7. Zone & Rate structure changes after implementation
8. Event Override Solution
9. Self-Administration Service

EXHIBIT C

SCHEDULE

The attached implementation plan and timeline shall be followed, contingent upon BOARD'S 3rd-party vendors delivering timeline dependencies, as applicable, in a reasonable manner:

Task Name	Duration
City of Bloomington IN Parkmobile Implementation	**43 days**
Contract	**5 days**
Contract	0 days
Internal Sales Operations Handoff Meeting	0 days
Meter/Lot/ Locations Overview Map from CPM	5 days
Zone and Rate Information from CPM	5 days
Merchant Processor Information	5 days
Project Planning	**10 days**
Marketing Plan	5 days
Merchant Account Integration	5 days
Enforcement Integrations	5 days
Meter Integrations	5 days
Review and Finalize Zone and Rate Structure	5 days
Zone and Rate Client Formal Sign Off	0 days
Phased Deployment Planning	5 days
Review Existing Handheld Specs	1 day
Update Sticker/Sign Design	10 days
Signage/Sticker Released for Fabrication	0 days
Communications	**43 days**
Weekly Status Meetings	43 days
System Environment Configuration and Development	**32 days**
Rate and Zone Set Up	10 days
Payment Processor Set Up	10 days
GPS Coordinates with Zone Numbers	10 days
Integration with Meters	10 days
Integration with Enforcement	10 days
Business Review and Application Configuration/Validation	**1 day**
Review Rate and Zone Set Up based on Client's expectations	1 day
Review Enforcement Interface based on Client's expectations	1 day
Stabilization and Testing	**6 days**
Configuration Testing	2 days
Integrations Verification	2 days
Client Acceptance Testing	3 days
Supplier Reporting Verification	1 day
Deployment	**21 days**
Training and Documentation	**6 days**
Help Desk Trained	5 days
City Parking Adminstration Trained	1 day
Configure Handhelds	**4 days**
Web Access acitve on Handhelds	2 days
Update Handhelds with PM Enforcement Software	2 days
Enforcement Officer Training	5 days
Implementation	**10 days**
Meter Sticker Installation	5 days
Signage Installation	10 days
Go Live Date - First Location	**0 days**
Go Live Date - All Locations	**0 days**
Ribbon Cutting/Launch Party	**1 day**
Marketing	**50 days**

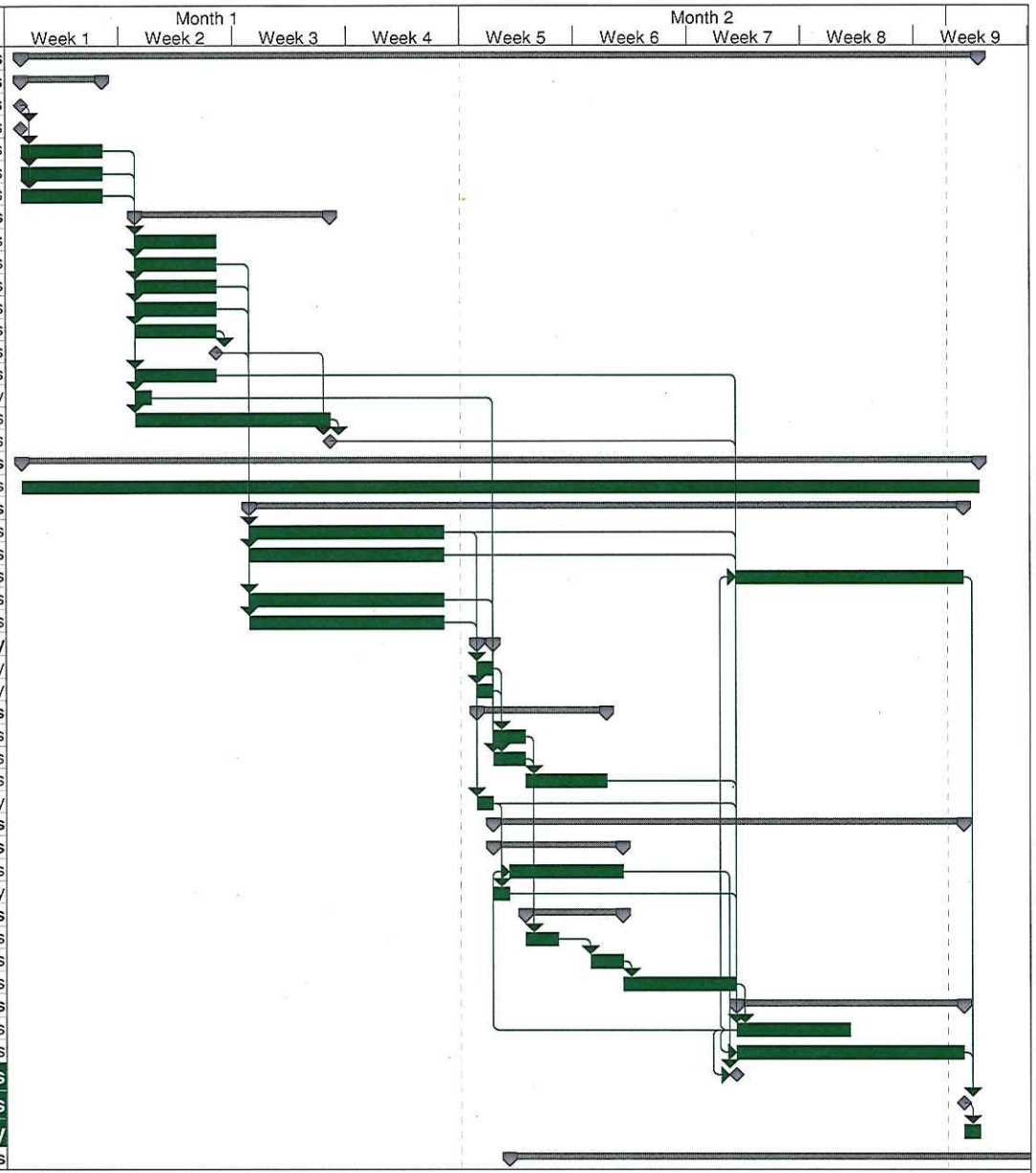


EXHIBIT D

KEY PERSONNEL

The Parkmobile implementations team will collectively work on coordination efforts with the appropriate personnel for the BOARD. The following key personnel shall, at minimum, participate in this project:

Brent Paxton, EVP Sales & Account Management
Garett Snook, Director of Implementations

EXHIBIT E

STATE OF _____)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Regulatory & Compliance Officer of Parkmobile USA, Inc.
(job title) (company name)

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.

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.

_____
Signature

Alison Ehrlich
Printed name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2013.

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____

EXHIBIT F

STATE OF _____)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

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

1. The undersigned is the Regulatory & Compliance Officer of Parkmobile USA, Inc.
(job title) (company name)

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.

3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

_____
Signature

Alison Ehrlich
Printed name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2013.

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____