

AGENDA
BOARD OF PUBLIC WORKS
Tuesday, October 9, 2012 @ 5:30 p.m.
(This Meeting May be Televised)

A Regular Meeting of the Board of Public Works to be Held Tuesday, October 9, 2012 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 – September 25, 2012

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

V. HEARINGS FOR NOISE APPEAL

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Approve Time Extension on Order to Repair Unsafe Structure-1612 E. Matlock Road
2. Resolution 2012-82: Use of 900 block of S. Madison Street for McDoel Gardens Neighborhood Association Block Party (Saturday, 10/13)
3. Resolution 2012-83: Use of Public Alley in the 300 block of E. Kirkwood Ave for Pourhouse Café Fall Festival (Saturday, 10/27)
4. Resolution 2012-84: Use of Public Streets for IU Fall Cycling Series (Thursday, 10/25 – Sunday, 10/28)
5. Resolution 2012-85: Allow Itinerant Merchant to Operate in the Public Right of Way (Indiana University Minority Association of Pre-Medical Students (MAPS), Thursday, 11/1 – Friday, 11/2)
6. Request for Noise Permit for St. Charles Catholic Church Outdoor Concert (Sunday, 10/14)
7. Request for Noise Permit for Lambda Chi Alpha Haunted House Philanthropy Event (Thursday, 11/1 – Saturday, 11/3)
8. Resolution 2012-86: To Declare Abandoned Bikes Surplus Property and to Donate them to Bloomington Community Bike Project
9. Resolution 2012-87: Allow Itinerant Merchant to Operate in the Public Right of Way (CFC)
10. Request for Noise Permit for Insituform Technologies to Perform Sanitary Sewer Rehabilitation Services within the 300 block of S. Walnut Street (Wednesday, 10/10 – Thursday, 10/17)
11. Action Regarding Request for Vacation of S. Morton Street at W. Kirkwood Ave
12. Action Regarding Request for Vacation at 217 W. Kirkwood Ave
13. Approval of INDOT-LPA Force Account Contract for Sign Retroreflectivity Upgrade Project
14. Approval of W. Bloomfield Road Side Path Contract for Buying Services

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. ADJOURNMENT

The Board of Public Works meeting was held on Tuesday, September 25, 2012 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

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

Present: Charlotte Zietlow
James McNamara

ROLL CALL

City Staff: Chris Smith – Public Works
Rick Alexander – Engineering
Miah Michaelsen – ESD
Laurel Archer – Public Works

None

**MESSAGES FROM
BOARD MEMBERS**

McNamara approved the minutes from September 11, 2012. Zietlow seconded. Motion passed. Minutes approved.

Minutes

None

**PETITIONS &
REMONSTRANCES**

None

**TITLE VI
ENFORCEMENT**

**TITLE 17
ENFORCEMENT**

Arnold reported an Order to Repair had been approved for this structure with a deadline September 30. The owner has requested an extension of time. The owner has a contractor scheduled for mid-October. Staff asked for a November 1st deadline for the owner to complete the work.

**Approve Time Extension
on Order to Repair 1280
E Short Street**

Zietlow asked if this date would allow the owner to complete the project. Arnold stated he thought all the work could be done in this amount of time. Arnold stated the damaged porch has been removed.

Zietlow asked if it would then be smoothed over. Arnold stated he is not sure exactly what will be done to the property. The biggest concern for HAND was the front porch which has been removed.

McNamara made a motion to approve time extension on the Order to Repair 1280 E. Short Street. Zietlow seconded the motion. The motion passed. Order to Repair deadline extended until November 1st.

Arnold reported the last time this property was before the Board it was to approve notice by publication and to move forward and request bids for removal in case the City is the one who needs to remove this structure. Bids were solicited and the low bidder is Joel Clark Excavating for an amount of \$8,995. Arnold stated staff requests the Board uphold the Order to Remove and grant permission to sign the contract with Joel Clark to remove and move forward.

**Approve Bid for
Abatement on Order to
Repair – 1500 W. 8th
Street**

McNamara moved to uphold the Order to Remove and award the bid for abatement of 1500 West 8th Street to Joel Clark Excavating. Zietlow seconded the motion. Order to Remove upheld and bid awarded to Joel Clark for an amount of \$8,995.

None

**HEARINGS FOR NOISE
APPEALS**

OLD BUSINESS

Jackie Moore, Assistant City Attorney, came before the Board to confirm that the correct exhibit has been attached to Resolution 2012-54, encroachment of the full length of the north/south alley by Bloomington Transit as was stated in the last meeting.

**Bloomington Transit
Encroachment**

McNamara stated for clarification this was the exhibit showing the encroachment of the north/south alley from 3rd Street to the east/west alley by Bloomington Transit.

Report only, no action needed.

NEW BUSINESS

Alexander stated the Arden Neighborhood Association came before the Board a couple of years ago to ask for permission to place three monuments in the right of way in their neighborhood. One of which was located at the north west corner of Arden and High Street. These look very nice and have been maintained. The neighborhood is now asking to enhance the one at this corner. It will have tiered walls with some landscaping around it. There is a Resolution and Hold Harmless Agreement to indemnify the City. Staff recommended approved. Engineering has reviewed and there are no issues with this project.

**Resolution 2012-72:
Request to Encroach into
Public Right of Way with
tiered Wall/Landscape at
1722 S. High Street from
Arden Place
Neighborhood
Association**

McNamara made a motion to approve Resolution 2012-72, request to encroach into the public right of way with tiered wall/landscape at 1722 S. High Street from the Arden Place Neighborhood Association. Zietlow seconded the motion. The motion passed. Resolution 2012-

72 approved.

Alexander stated this is the home of the Bloomington Playwrights Project. They are requesting to put up a sign. The sign will be attached to the building and simply says “BPP” and extends in the right of way a few feet and is more than 10 feet above the sidewalk. Engineering staff has looked at the location and see no problems with this location. A Resolution and Hold Harmless Agreement has been prepared.

**Resolution 2012-73:
Request to Encroach into
Public Right of Way with
sign at 107 W. 9th Street
From Bloomington
Playwrights Project**

Chad stated the apartment buildings have been put up on both sides of the Playwrights Project and it is hard to see where they are located. This sign will allow visibility from the street.

McNamara made a motion to approve Resolution 2012-73, Request to Encroach into the Public Right of Way with sign at 107 W. 9th Street from Bloomington Playwrights Project. Zietlow seconded the motion. The motion passed. Resolution 2012-73 approved.

Alexander stated there is a new hotel coming to downtown Bloomington at the corner of 9th & College, 501 North College Avenue. The hotel will extend from College Avenue all the way to Morton on the northside of 9th Street. In order to accommodate construction and assure public safety, the request was to block of some of the area around the site. Paul Pruitt is the developer. This will allow the developer to use the parking lane on College and parking area on Morton and the north half of 9th Street. The developer would fence the area in and have one access point to the site on Morton. The Mayor and Director of Public Works has signed the agreement. Staff recommended approval. Mr. Pruitt finds the memo acceptable. Mr. Pruitt stated there has been a lot of conversation about what would be needed to construct the hotel which is a rather large building.

**Approve Agreement to
use Public Right of Way
to Construct Springhill
Suites by Marriott Hotel
at 501 N. College Avenue**

Zietlow asked what the flat area in the back of the building is. Pruitt stated that would be the parking garage and will run underneath the hotel. The parking garage will be two stories, and the hotel will be five stories and extends all the way to the northern property line.

Zietlow asked if there would be provisions for pedestrians to walk around the area. Alexander stated there would be a walk around provided on College for pedestrians to move back and forth from the Smallwood Complex to the student developments to the north. Staff also met with the manager of Smallwood and discussed the project with her.

McNamara made a motion to approve Agreement to use the public

right of way to construct Springhill Suites Hotel at 501 North College Avenue. Zietlow seconded the motion. The motion passed. Memorandum of Understanding approved.

Pruitt added this is actually Springhill Suites by Marriott.

Alexander stated the Springhill Suites Hotel will have seven features that will extend out into the public right of way. There will be four encroachments in the front of the building, two awnings approximately 35 feet long, with a blade sign above one of the awnings, and an architectural feature that is a band running from the top of the building down to the sidewalk. This architectural feature only extends into the right of way a couple of feet. The Morton side will have two sets of awnings and a blade sign. There is an Encroachment Resolution and Hold Harmless agreement for Mr. Pruitt to sign.

**Resolution 2012-74:
Request to Encroach into
Public Right of Way from
Springhill Suites Hotel at
501 N. College**

Zietlow asked where the main entrance will be. Pruitt stated the entrance will be on College Avenue. Zietlow asked how many rooms there will be. Pruitt stated there will be 158 rooms.

McNamara stated he learned a new term which is window shawl and asked if this was the architectural feature. Pruitt explained the architectural feature was strictly decorative and is one and ½ feet wide and sticks out one ½ feet from the building. The window shawl is something different.

McNamara asked if the blade signs will be illuminated. Pruitt stated yes. McNamara asked if it would be illuminated from the outside or within. Pruitt stated within.

McNamara made a motion to approve Resolution 2012-74: Request to Encroach into Public Right of Way from Springhill Suites Hotel by Marriott at 501 N. College. Zietlow seconded the motion. The motion passed. Resolution 2012-74 approved.

Arnold stated HAND received a complaint on this property on June 15th. The concern was about a roof that was tarped and a fence on the parameter that is falling over. Orders to Repair were sent for the roof and fence on June 20th. The deadline passed and City Legal sent them notice. They went past that deadline, and mail has been received back from the property owner and the owner's guardian. HAND is not convinced that notices were received so request to notify by publication is being sought from the Board. Also, HAND would like to go ahead and solicit bids.

**Resolution 2012-75:
Service by Publication
Appropriate for Order to
Repair Unsafe Structure
and Solicit Bids at 2526 S.
Spicewood Lane**

McNamara moved to approve Resolution 2012-75, Service by Publication appropriate for Order to Repair Unsafe Structure and Solicit Bids at 2526 S. Spicewood Lane. Zietlow seconded the motion. The motion passed. Resolution 2012-75 approved.

Miah Michaelsen introduced herself. Joe LaMantia will be creating a sculpture to be installed on the exterior of Auto Heaven facing the B-Line Trail. He plans to use scrap metal, including old City street signs & posts, and old license plates to create a 30 foot sculpture. He wants to include the community by constructing the piece in a public area and is requesting use of the loading zone next to the Ivy Tech John Waldron Arts Center and WFHB Radio. The area would be approximately 35 ½ feet long and come out 14 ½ feet from the sidewalk. A 6' sidewalk will remain opened for pedestrians. LaMantia is requesting to begin working September 26th and ending on October 12th. Both Ivy Tech John Waldron Art Center and WFHB support the request. Mr. LaMantia will be responsible for installing a barrier between his work area and the vehicular traffic zone. This resolution also waives the noise ordinance during daylight hours. It states that work must happen on a regular basis and than no more than 48 hours can lapse without work occurring after the area is closed off.

Resolution 2012-76; use of Public Sidewalk at 108 W. 4th Street for the Joe LaMantia Sculpture Fabrication (Wednesday, 9-26 to Friday, 10/12)

Joe LaMantia did a similar project in this same right of way, the big guitar, back in 2008 and was very successful. Staff supports the request.

Zietlow stated she was trying to envision it. Miah stated it will be a big angel and hang from Auto Heaven.

McNamara moved to approve Resolution 2012-76, Use of Public Sidewalk at 108 W. 4th Street for the Joe LaMantia Sculpture Fabrication on Wednesday, September 26th thru Friday, October 12th. Zietlow seconded the motion. The motion passed. Resolution 2012-76 approved.

Miah Michelsen stated this is National Night Out, Fall Fair and Haunted House. The Bloomington Housing Authority has requested the use of N. Summit Street to provide a safe environment for the residents and the general public that wish to participate in National Night Out which this year will be combined with a Halloween-themed Fall Fair and Haunted House sponsored by the Resident Council, Big Brothers Big Sisters and the Crestmont Boys and Girls Club. There will be informational tables and activities will take place on Summit Street between 12th & Monroe during the evening hours. Request is to close the street between the hours of 3:00 and 8:00 p.m. The Resolution also includes a noise waiver.

Resolution 2012-77: Use of Public Streets for National Night Out Event (Friday, 10/26)

This is an opportunity to get educational information out to the residents, as well as a community building activity. Staff supported the request.

McNamara recalls National Night Out being a different day. Miah stated that was correct, but this year they decided to move it and combine it with the Fall Fair/Halloween event.

McNamara made a motion to approve Resolution 2012-77, Use of Public Streets for National Night Out Event on Friday, October 26th. Zietlow seconded the motion. The Motion passed. Resolution 2012-77 approved.

Miah stated this event is the 2012 Bloomington Out of the Darkness Walk. It is being sponsored by Community Health - Indiana University Health. The event is Saturday October 27th. Local walkers in the community will be walking to help raise awareness about the issue of suicide in young people and to support research in suicide prevention strategies. The walk starts at the IU Football Stadium, goes south on Fee Lane, through the IU Arboretum, east on 7th to Jordan Avenue, south on Jordan, west on 3rd, north on Indiana to 17th Street and returns to the stadium. They will be using sidewalks but need to cross some major streets; IU Police will be present for security. The walk is meant to take place on sidewalks but occasionally walkers will stray out into the street, especially when they are in more congested areas. They anticipate 300 – 400 walkers.

Resolution 2012-78: Use of Public Streets for Out of the Darkness Walk (Saturday, 10/27)

Bloomington Police Department issued a Parade Permit pending Board of Public Works approval. Staff recommended approval.

McNamara made a motion to approve Resolution 2012-78, Use of Public Streets for Out of the Darkness Walk. Zietlow seconded the motion. The motion passed. Resolution 2012-78 approved.

Miah stated Mark Baker has applied for an Itinerant Merchant. He is doing business as Pit Boss BBQ. It has been determined that when the applicant wants to operate in the right of way, that before the Department of Economical and Sustainable Development Department (ESD) issues a permit, permission must be obtained by this body. ESD has reviewed the application and the Board of Board of Public Works approval to operate is one of the last items on the checklist required before the permit can be issued. ESD has confirmed that all rules and regulations have been met prior to the permit being issued. Pit Boss BBQ will operate from a food cart/trailer. The application is for a year and the petitioner, Mark Baker, was present.

Resolution 2012-79: Allow Itinerant Merchant to Operate in the Public Right of Way (Pit Boss BBQ)

Mark Baker, owner of Pit Boss BBQ, introduced himself.

Zietlow asked Mr. Baker if he had been doing this for awhile. Mr. Baker stated he is new at this particular endeavor. Zietlow asked when he intended to start this business. Mr. Baker said he hopes to begin in the next couple of weeks. Zietlow asked what kind of products. Baker stated pulled pork, pulled chicken, sausage, coconut shrimp, etc.

McNamara made a motion to approve Resolution 2012-79 to allow Itinerant Merchant to Operate in the Public Right of Way (Pit Boss BBQ). Zietlow seconded the motion. The motion passed. Resolution 2012-79 approved.

Miah stated the IU Student Alumni Association is planning a Homecoming Concert that will take place on Friday, October 5th from 7 – 9:30 p.m. in Dunn Meadow. IUSAA is partnering with Union Board on this concert, and will feature the band South Jordan as well as Zach Majors, Brice Fox and Daniel Weber, the guys who sang, “This is Indiana.” The event is planned to be a “finale” for Homecoming Week and to get Bloomington excited for Saturday’s game. The request is to close 7th Street between Indiana and Woodlawn between 6:00 p.m. and 11:00 p.m. in order to provide food trucks that will serve guests as part of the Homecoming Concert and to facilitate guest safely accessing the food trucks. Indiana University Police Department will be staffing the event and providing security. Bloomington Police Department supports the closure request. A Noise Permit for the concert is also included in the Resolution. ESD staff is supported of this request.

Resolution 2012-80: Use of Public Streets for IU Student Alumni Association Homecoming Concert (Friday, 10/5)

Kara Brooner, Vice President of Homecoming for the IUSAA, and Carrie Colter, graduate assistant for the Student Alumni Association, introduced themselves. Kara stated the Homecoming parade was cancelled this year but the organization still wanted to do something for the students and Bloomington community on the Friday before the game. The event is a Homecoming Concert with family friendly music. The concert will start at 7:00 p.m. and last no later than 9:30 p.m. The parade is being reevaluated this year and research is being done on what Homecoming should look like.

There will be food vendors, currently The Big Cheese, Chocolate Moose, and Pourhouse Café. Union Board is also a partner.

McNamara asked about the Noise Permit, and felt it appropriate for Dunn Meadow.

McNamara moved to approved Resolution 2012-80, Use of Public Streets for the IU Student Alumni Association Homecoming Concert on Friday, October 5th. Zietlow seconded the motion. The motion passed. Resolution 2012-80 approved.

Miah stated this is an event sponsored by the Feminist Law Forum and IU's Women's Student Association, scheduled for Tuesday, October 4th. They are collaborating on a "Take Back the Night Event" on Thursday, October 4th from 6:00 p.m. to 9:00 p.m. This a consciousness raising event that began in the 1970's whose primarily goal is two fold; one to raise awareness about sexual violence against women; and two, to encourage women to literally take back the night as opposed to remaining in the private sphere for fear of being attacked by having an evening walk. The Walk will begin at Dunn Meadow to Indiana Avenue to the Sample Gates, up Kirkwood Avenue and ending at the Monroe County Courthouse where there will be some remarks made as part of the event. The walkers will disperse from that point. Traffic control will be provided by volunteers from the Women's Student Association and Bloomington Police Department has issued a Parade Permit pending Board of Public Works approval. Staff recommended approval of the request.

Resolution 2012-81: Use of Public Streets for Take Back the Night Walk (Thursday, 10/4)

Amanda Stephens, 2nd year law student and co-president of the Feminist Law Forum introduced herself. Ms. Stephens stated this walk is to raise awareness about sexual and domestic violence. October is Domestic Violence Awareness month.

McNamara asked if men would be allowed to participate in the walk. Ms. Stephens stated yes. McNamara stated he remembers back in the 1970's that was not the case. Ms. Stephens added this has been extended to all orientations, genders, and sexes. Zietlow stated this is an important event. McNamara concurred.

McNamara made a motion to approve Resolution 2012-81, Use of Public Streets for Take Back the Night Walk on Thursday, October 4th. Zietlow seconded the motion. The motion passed. Resolution 2012-81 approved.

Christina Smith stated the Monroe County Solid Waste District runs the Adopt a Road program which includes City streets. They have requested that 4th Street between Indiana Avenue and Rogers Street be added to the program on behalf of a group from the Indiana University School of Law. The Adopt-a-Road program requires four (4) organized litter clean-ups each year. The City welcomes the assistance of this group in order to keep this very pretty street near campus clean

Request to add 4th Street to Adopt a Road Program

and free of litter. Risk Management has evaluated this section and agreed that it could be part of this program. Staff recommended approval of this section of 4th Street into the Adopt a Road program.

Zietlow asked if these will be students from the law school. Christina Smith stated yes and they will organize it and have four (4) clean ups a year and pick up litter from Indiana all the way to Rogers.

McNamara stated he does not recall this Board being involved in the Adopt a Road program. Smith stated she did research and the last request was in 2008.

McNamara stated his only concern would be the sign clutter in the area. Christina Smith was not aware of any signage.

McNamara made a motion to add 4th Street to Adopt A Road program. Zietlow seconded the motion. The motion passed.

Adrian Reid, stated the South Rogers Street Project from Rockport to Watson, has come before the Board multiple times. The design and right of way acquisition has been completed on this project. Staff is expecting a December letting. The project itself will include a sidepath on the westside of Rogers Street, from Rockport Road all the way down to where Country Club and Rogers project left off. There will be a sidewalk on the eastside of the road. There will be a lot of storm water improvements as well. There will be a connector path from Rogers Street over to the B-Line Trail and then some detention close to the B-line. This request is to approve the contract between INDOT and the City for construction so this can go to letting. This project will be built next year. The amount in the contract is an 80/20 split. The amount of the contract INDOT pays is 2.78 million dollars, with the City's portion at \$695,000. Staff recommended approval.

**Approval of INDOT-LPA
Contract for
Construction Services for
the S. Rogers Street
Project.**

McNamara stated this is a large project. Reid stated he has been working on this project since 2006. Zietlow asked about the right of way acquisition. Reid stated there were 63 parcels and took a couple of years to complete.

McNamara is happy to see all the improvements in the Broadview area which is a key neighborhood to the City. The connection to the B-line will be nice as well.

Zietlow stated she was walking on Roosevelt and it is amazing how nice the storm water infrastructure enhances the area.

McNamara moved to approve Contract with INDOT-LPA for

construction services for the S. Rogers Street Project. Zietlow seconded the motion. The motion passed. Contract between INDOT and LPA approved.

Susie Johnson, Director of Public Works, reminded the public that the City is in the middle of the ASPCA Rachel Ray \$100,000 challenge, and if anyone has thought about adopting a pet in the last year, adopt a pet before the end of October so that the City can become eligible to win the \$100,000 prize. There are lots of beautiful cats and dogs, and on occasion there may be a bird, or pig. Johnson encouraged everyone to go to the shelter and find their next best friend.

**STAFF REPORTS &
OTHER BUSINESS**

McNamara thanks all the staff and volunteers for all they have put into this challenge.

Zietlow stated

3rd Street between Bryan and High Street is very bumpy because the top layer has been taken off. Johnson explained that section should be paved within the next five to six days. Paving cannot be done when it rains. Johnson explained the City is fortunate enough that if there are “x” number of tons to mill in one fell swoop, the contractor will do it at no cost to the City. Therefore, the milling machine is brought down and many roads are milled off at the same time. It takes more time to go back and pave it than to mill it off. This time streets that were milled were Sare Road from Moore’s Pike to Rogers, and 3rd Street was also one that was milled.

McNamara added a hallelujah for signalization of 2nd Street and Walnut.

Reid added the Sare and Rogers is now open to vehicular traffic as well. Chris Smith stated she drives that everyday and it is marvelous.

Smith stated the Board would be asked to sign the following Outdoor Seating & Merchandising Permits:

Noodles & Co – 517 E. Kirkwood Avenue – Permit #12-039
Qdoba Mexican Grill – 116 S. Indiana Avenue – Permit #12-038

McNamara moved to approve claims. Zietlow seconded the motion. The claims were approved.

**APPROVAL OF
CLAIMS**

McNamara moved to adjourn. Zietlow seconded the motion. Meeting adjourned at 6:27 p.m.

ADJOURNMENT

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



City of Bloomington
H.A.N.D.



**City of Bloomington
Housing and Neighborhood Development**

Board of Public Works

Meeting Date: 09 October 2012

Petition Type: Request for Extension of Time to Complete the Repairs under Title 17

Address: 013-01975-00 PT NW SW 270901 W 1.33A; commonly known as 1612 E. Matlock Rd.

Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

Staff Report: 02 August 2012 Investigate complaint for unsafe structure
 03 August 2012 Sent Order to Repair structure
 29 August 2012 Spoke with owner to discuss request for additional time to complete repairs.
 06 September 2012 Sent letter to owner explaining procedure to request additional time.
 19 September 2012 Received letter from owner request additional time to complete repairs.

HAND received a complaint regarding an unsafe structure at this address. A drive by inspection found that the porch had been significantly damaged by a fallen tree and the main structure had damage as a result. The owner is requesting additional time to complete the repairs to the structure.

Deadline: Repairs to meet compliance with Title 17 shall be completed no later than 30 November 2012

Attachments: Photos, orders.





**City of Bloomington
Housing and Neighborhood Development**

ORDER TO REPAIR

03 August 2012

Charles E. and Richard M. Belcher
3432 N. Smith Pk.
Bloomington IN 47404

Re: 013-01975-00 PT NW SW 270901W 1.33A; commonly known as 1612 E. Matlock Rd.

Dear Charles E. and Richard M. Belcher;

The City of Bloomington's Housing and Neighborhood Development Department (HAND), pursuant to Indiana Code Section 36-7-9-5, is issuing this Order to Repair. HAND is required to give all substantial property interest holders in the above-referenced property notice of this Order to Repair.

You have until 02 September 2012 to repair the structure. See the attached Notice of Ordinance Violation (NOV) for the details of this violation and a summary of the violation history.

This order becomes final ten (10) days after notice is given, unless a hearing is requested before the ten (10) day period ends by a person holding a full interest, life estate interest, mortgage interest, or equitable interest of a contract purchaser in these premises. If a hearing is requested, it will be held on this matter on 28 August 2012, at 5:30 p.m. in the Council Chambers of City Hall located in the Showers Building at 401 North Morton Street, Bloomington, Indiana. You are entitled to appear at this hearing, with or without legal counsel. You are entitled to present evidence, cross-examine opposing witnesses and present arguments at this hearing.

If the Order to Repair is not complied with, the following may occur:

1. HAND may hire a contractor to fulfill the obligations of the Order to Repair.
2. HAND may fulfill the obligations of the Order to Repair itself.
3. If HAND has to hire a contractor to fulfill the obligations of the Order to Repair or must fulfill the obligations of the Order to Repair itself, each person who holds a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises from the date of this Order to Repair 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, HAND shall execute a judgment in the Monroe Circuit Court against any and all of the aforementioned parties; said judgment is a debt and lien on all real and personal property of each named individual.

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

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

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 ____ day of August 2012.

Name of Notary Public

Signature of Notary Public

Notary Public's County of Residence

Commission Expires

CITY OF BLOOMINGTON NOTICE OF ORDINANCE VIOLATION

Date NOV issued: **03 August 2012**

Person(s) NOV issued to: **Charles E. and Richard M. Belcher**

Date violation discovered: **02 August 2012**

Location/address of violation: **013-01975-00 PT NW SW 270901W 1.33A;
commonly known as 1612 E. Matlock Rd.**

Nature of violation/code provision violated: **Bloomington Municipal Code (BMC) § 17.16**

Inspector's Report

A complaint was received regarding a collapsed front porch. During a drive by inspection it was noted the front porch had been knocked down. The following steps shall be completed to bring the structure into compliance:

1. The Monroe County Building Department shall be contacted to determine if a Building Permit is required for the work to repair the structure.
2. All debris, including the downed tree, shall be removed from the premises.
3. Damage to the structure and to the exterior shall be repaired.
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;

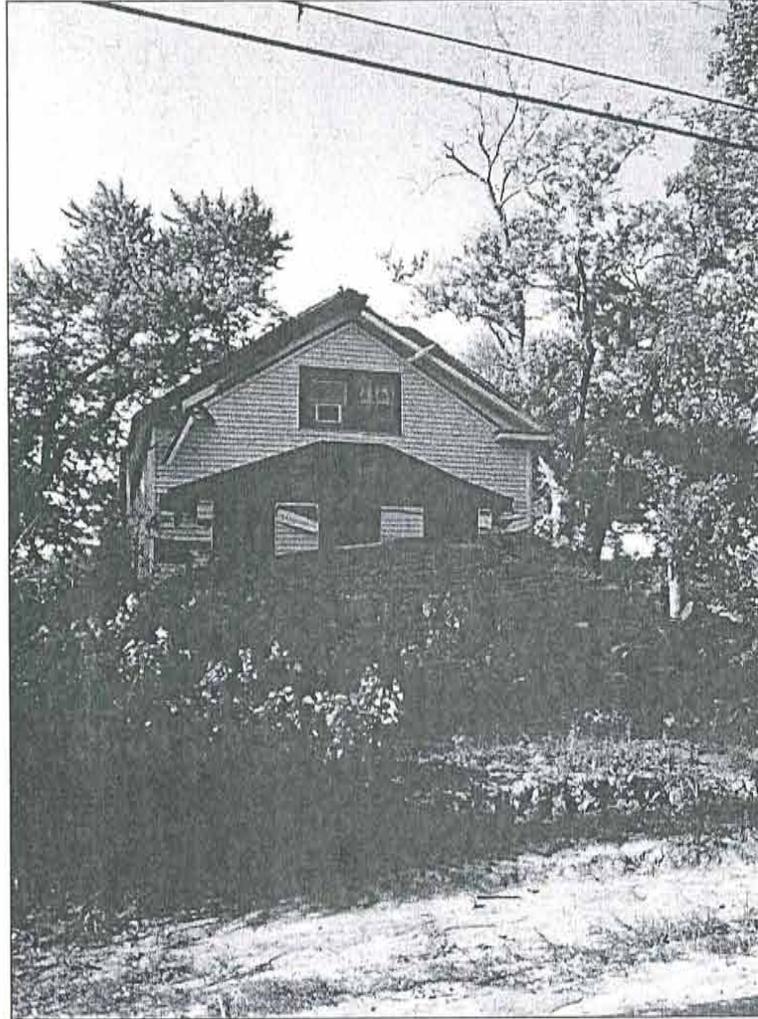
is considered an unsafe building.

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.

**1612 E. Matlock Rd.
02 August 2012**



To Whom it may concern,

I AM WRITING TO REQUEST FOR AN EXTENSION OF TIME FOR REPAIRS TO MY PROPERTY AT 1612 E. WATLOCK RD. THE REASON FOR MY REQUEST IS BECAUSE WE HAD NO INSURANCE ON PROPERTY + ARE DOING THE CLEAN-UP + REPAIRS OURSELVES. I AM REQUESTING THE DEADLINE TO BE CHANGED TO OCTOBER 15, 2012. I HOPE YOU UNDERSTAND OUR SITUATION & WILL GRANT OUR REQUEST.

Thank-You
Richard A. Belden

aid Order provided
al time to complete
ity of Bloomington

mitted to the BPW
(D) located in City
additional time is

the BPW meeting
his hearing, with or
eel is beneficial in

ber 2012 shall still


Michael Arnold
Neighborhood Compliance Officer
City of Bloomington



Board of Public Works Staff Report

Project/Event: McDoel Gardens Neighborhood Block Party

Petitioner/Representative: Neighborhood Association

Staff Representative: Christina Smith

Meeting Date: October 9, 2012

Report: The McDoel Gardens Neighborhood Association wants to hold a block party on Saturday, October 13, 2012. Tables, chairs, pop-up tents and activities will take place on Madison Street between Dodds and 907 S. Madison. The event will take place between 4:00 and 10:00 p.m. This resolution also waives the noise ordinance during the hours of the event.

Recommendation and Supporting Justification: This is a great opportunity for neighbors to get know each other.

Recommend Approval Denial by Christina Smith

RESOLUTION 2012- 82
McDoel Gardens Block Party

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

WHEREAS, the McDoel Gardens Neighborhood Association ("Association") is desirous of using the 900 block of S. Madison 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 Association has agreed to execute a "Release, Hold Harmless and Indemnification Agreement" holding the City of Bloomington, 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 the Association'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 of 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 900 block of S. Madison Street shall be temporarily closed to traffic and parking beginning at 4:00 p.m. until 10:00 p.m. on Saturday, October 13, 2012, 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 during the event hours of 4:00 a.m. until 10:00 p.m. so music may be enjoyed during the event.

3) The Association, in conjunction with this event, agrees to the following:

A. The Association agrees 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.

B. The Association agrees to be responsible for posting "no parking" signs at least 24 hours in advance of the street closing and for placing barricades as instructed by City of Bloomington Engineering. Temporary "no parking" signs may be obtained from the Department of Public works but the City of Bloomington will not provide barricades..

C. The Association agrees to be responsible for obtaining any required permits or licenses.

D. The Association agrees to notify the Police and Press well in advance of the street closing (at least 48 hours in advance).

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

ADOPTED THIS _____ DAY OF _____, 2012.

BOARD OF PUBLIC WORKS

MCDOEL GARDENS NEIGHBORHOOD ASSOCIATION

Charlotte Zietlow

By: _____

James McNamara

Printed Name

Date:

Dr. Frank N. Hrisomalos

State of Indiana)
) SS:
County of Monroe)

Before me, the undersigned, a Notary Public in and for said state, personally appeared _____, a member of the McDoel Gardens Neighborhood Association, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2012.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

Printed Name

State of Indiana)
) SS:
County of Monroe)

Before me, the undersigned, a Notary Public in and for said state, personally appeared Charlotte Zietlow, Dr. Frank N. Hrisomalos, and James McNamara, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2012.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

Printed Name

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the McDoel Gardens Neighborhood Association, in Bloomington, IN, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the use of the public right of way at the 900 block of S. Madison Street for a neighborhood block party: 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 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.

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

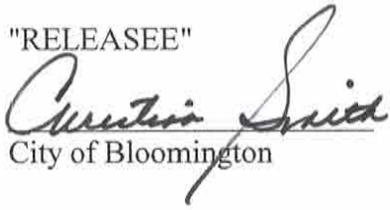
THE PARTIES, INTENDING TO BE BOUND, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

"RELEASOR"

McDoel Gardens Neighborhood
Association, by its member,

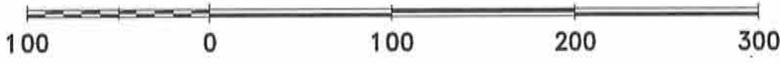
Printed Name

"RELEASEE"


Curtis Smith
City of Bloomington



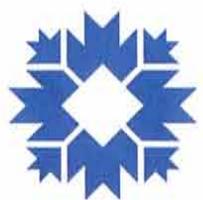
By: haleyl
24 Sep 12



For reference only; map information NOT warranted.



City of Bloomington



Scale: 1" = 100'



Board of Public Works Staff Report

Project/Event: Pourhouse Café Fall Festival

Petitioner/Representative: Lynn Brown

Staff Representative: Miah

Meeting Date: October 9, 2012

Event Date: October 27, 2012

The Pourhouse Café would like to hold a Fall Festival in front of its café at 314 E. Kirkwood and on the northern half of the north-south alley immediately to the west of the café on Saturday, October 27 from 2 p.m. – 10 p.m. The Festival will be a family-friendly event featuring games, crafts and live music. The event will be free but donations will be accepted to benefit the Café, a nonprofit service organization. The Café is requesting the closure of the alley from 1 p.m. to 11:00 p.m. to facilitate activities. They are also requesting a noise permit for the event. The Café has notified its nearby neighbors of the event.

Staff supports the request.

Recommend Approval Denial by

RESOLUTION 2012-83
POURHOUSE CAFE FALL FESTIVAL

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 Bloomington community celebrations; and

WHEREAS, the Pourhouse Café is desirous to encroach on the sidewalk at 314 E. Kirkwood and to utilize the northern half of the north-south alley in the 300 block of East Kirkwood to host a Fall Festival; and

WHEREAS, Pourhouse Café has requested that the Board close the northern half of the north-south alley in the 300 block of East Kirkwood in downtown Bloomington to traffic and parking from 1:00 pm to 11:00 pm on Saturday the 27th of October so that Pourhouse Café can have control over the alley for the purposes of providing a Fall Festival event for the benefit of the community; and

WHEREAS, Pourhouse Café has agreed to indemnify and to hold harmless the City of Bloomington, City of Bloomington Board of Public Works or any of their agents or employees for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, and has agreed to provide the City with a Certificate of Insurance.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that the northern half of the north-south alley in the 300 block of East Kirkwood in downtown Bloomington will be temporarily closed to traffic and parking from 1:00 pm to 11:00 pm on Saturday the 27th of October.
2. That the alley closure outlined above is for the purposes of allowing Pourhouse Café to provide a Fall Festival that is beneficial to the community on Saturday, October 27.
3. That City noise ordinance is waived for this event.
4. That vendors who have not received explicit authorization from the Pourhouse Cafe, or their representatives or agents, to participate in the Fall Festival will not be permitted to utilize the closed off portions of the alley outlined above for the purposes of performing, displaying, producing or selling items or goods.
5. That by approval of this Resolution, the city noise ordinance is waived for performers and artists who have received explicit authority from Pourhouse Café to participate in the Fall Festival.
6. That by approval of this Resolution, the President of the Board of Public Works is authorized

to sign the attached Release, Hold Harmless and Indemnification Agreement.

7. That in addition to agreeing to the above restrictions, Pourhouse Café agrees to the following, as evidenced by the signature of their representative below:

- A. Pourhouse Café agrees to clean up the alley both before and after the event. The clean-up shall include, but not be limited to, removal of temporary "no parking" signs, picking up litter, sweeping any broken glass and the placing, emptying and removal of trash cans and removal of drink, food and grease residue from alley and sidewalk surfaces. Clean-up after the event shall be completed by 11:00 p.m. Saturday, the 27th day of October, 2012.
- B. Pourhouse Café must provide barricades in order to indicate that the alley is closed and shall be responsible for placement and removal of these barricades. Pourhouse Café is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades.
- C. Pourhouse Café shall be responsible for notifying the Press and affected businesses in advance of the street closing, along with posting "no parking" signs as required by City Ordinance.
- D. Pourhouse Café agrees to submit a layout plan for any booths to the Fire Chief and City Engineer for approval, in advance of the festival.

ADOPTED THIS _____ DAY OF _____, 2012.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN RESOLUTION 2012-80 ARE AGREED TO AND ARE ACCEPTABLE:

Pourhouse Cafe

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, Pourhouse Cafe, (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 northern half of the north-south alley in the 300 block of East Kirkwood and said facilities or public property is owned and is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Pourhouse Café Fall Festival, on RELEASEE'S property with set up beginning at 1:00 pm on Saturday, October 27, 2012, and with tear down and clean up ending by 11:00 p.m., and

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

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

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

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

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

indicated below.

“RELEASOR”

Pourhouse Cafe

Date

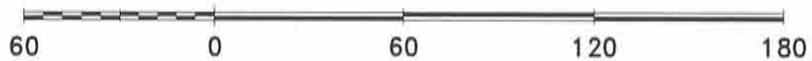
“RELEASEE”

City of Bloomington

Date



By: smithc
4 Oct 12



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 60'



Board of Public Works Staff Report

Project/Event: Fall Cycling Series

Petitioner/Representative: Indiana University Student Foundation

Staff Representative: Miah Michaelsen

Meeting Date: October 9, 2012

The Indiana University Student Foundation is sponsoring several events through its Fall Cycling Series October 25 – 28, 2012.

In the **Individual Time Trials**, from 4 – 9 p.m. (race at 5 p.m.) on Thursday, October 25, riders will race against the clock on a course that begins at E. 17th and N. Walnut Grove Street, travels south to E. 13th Street, then west on E. 13th Street, north on N. Fee Lane, east on E. 14th Street, then north on N. Walnut Grove. Street closures are requested on those streets for that time period.

In the **Duathlon**, from 1 – 5 p.m. on Saturday, October 27, participants will run, ride and run again on a course that travels from N. Fee Lane to N. Jordan Avenue and through IU's campus. No street closures request but a request to temporarily block traffic on Fee Lane directly in front of the Gladstein Indoor Track Facility for 5-10 minute intervals during the race.

In the **Street Sprints**, from 12 – 6 p.m. (race at 1:00 p.m.) on Sunday, October 28, participants will engage in drag racing on Little 500 bikes and sprint 200 meters up Jordan Avenue. Street closures are requested on N. Jordan Avenue between E. Law Lane and E. 17th Avenue during the event. The entrance to Jordan from Lingelbach Lane will also be closed.

Indiana University Police Department will be providing security for the event.

Bloomington is a bike town. Staff recommends approval.

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

RESOLUTION 2012-84
INDIANA UNIVERSITY STUDENT FOUNDATION FALL CYCLE SERIES

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

WHEREAS, the Indiana University Student Foundation is desirous of using the following streets on the following dates for the following events as part of its Fall Cycle Series:

Individual Time Trials, 4 – 9 p.m. Thursday, October 25, 2012 E. 17th Street, N. Walnut Grove Street, E. 13th Street, N. Fee Lane, E. 14th Street;

Duathlon, 1 – 5 p.m. Saturday, October 27, 2012 N. Fee Lane and N. Jordan Avenue;

Street Sprints, 12 – 6 p.m. Sunday, October 28, 2012 N. Jordan Avenue;

for bicycle and foot races; and

WHEREAS, the Indiana University Student Foundation, has agreed to execute and “Release, Hold Harmless and Indemnification Agreement” holding the City of Bloomington, the City of Bloomington Board of Public Works, and any of their agents, or employees harmless for any and all actions, losses, or claims arising as a direct result of Indiana University Student Foundation’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, and has agreed to provide the city with a Certificate of Insurance, a copy of which is attach hereto and made part of hereof,

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works declares that on the above described streets, parking shall temporarily be restricted at the above described times and on the above described dates.

1. Indiana University Student Foundation agrees to clean up the streets both before and after the events. The clean up shall include but not be limited to picking up litter, sweeping any broken glass, and the placing, emptying and removal of trash cans. Clean up after the events shall be completed by 10:00 pm the same day of each event.
2. Indiana University Student Foundation shall be responsible for obtaining any and all permits as well as being responsible for all legal and financial expenditures.
3. Indiana University Student Foundation shall be responsible for obtaining auxiliary police support to control traffic during the events as directed by the City Engineer and the Bloomington Police Department.
4. Indiana University Student Foundation shall be responsible for posting “no parking” signs 12 hours in advance of street closing as required by City Ordinance, and for placing barricades as directed by the City Engineer and the City Police Department.

5. Indiana University Student Foundation shall be responsible for notifying the Press, all City and County emergency and transit agencies, and affected residents and businesses in advance of the street closing.
6. The Board recognizes that there will be some noise associated with this event in the format of amplified announcements and music. By approving this event, they are also agreeing to waive the City of Bloomington noise ordinance during this event.

ADOPTED THIS _____ DAY OF _____, 2012.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION AND AGREEMENT ARE ACCEPTABLE AND AGREED TO:

INDIANA UNIVERSITY STUDENT FOUNDATION

Signature

Printed Name

Date

**RELEASE, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the undersigned, Indiana University Student Foundation hereinafter referred to as "Releasor," is sponsoring the Fall Cycle Series in Bloomington October 25 - 28, 2012; and

WHEREAS, in connection with the bike race, the Releasor seeks to use the public property of the City of Bloomington on the following dates for the following events:

Individual Time Trials, 4 – 9 p.m. Thursday, October 25, 2012 E. 17th Street, N. Walnut Grove Street, E. 13th Street, N. Fee Lane, E. 14th Street;

Duathlon, 1 – 5 p.m. Saturday, October 27, 2012 N. Fee Lane and N. Jordan Avenue;

Street Sprints, 12 – 6 p.m. Sunday, October 28, 2012 N. Jordan Avenue;

and

WHEREAS, the Releasor seeks permission by the City of Bloomington Board of Public Works to use the described property, and in partial consideration of such permission, agrees to execute this Release, Hold Harmless and Indemnification Agreement.

NOW THEREFORE, in consideration of permission from the City of Bloomington Board of Public Works for use of the described property, the Releasor hereby agrees to release, hold harmless and indemnify the City of Bloomington, its officers, employees, agents and assigns from any and all claims, causes of action, suits, proceedings or demand which may arise as a result of Releasor's use of the described property. This includes, but is not limited to, claims for personal injury, property damage, and/or breach of contract, whether brought by the Releasor, its employees or agents, or any third party.

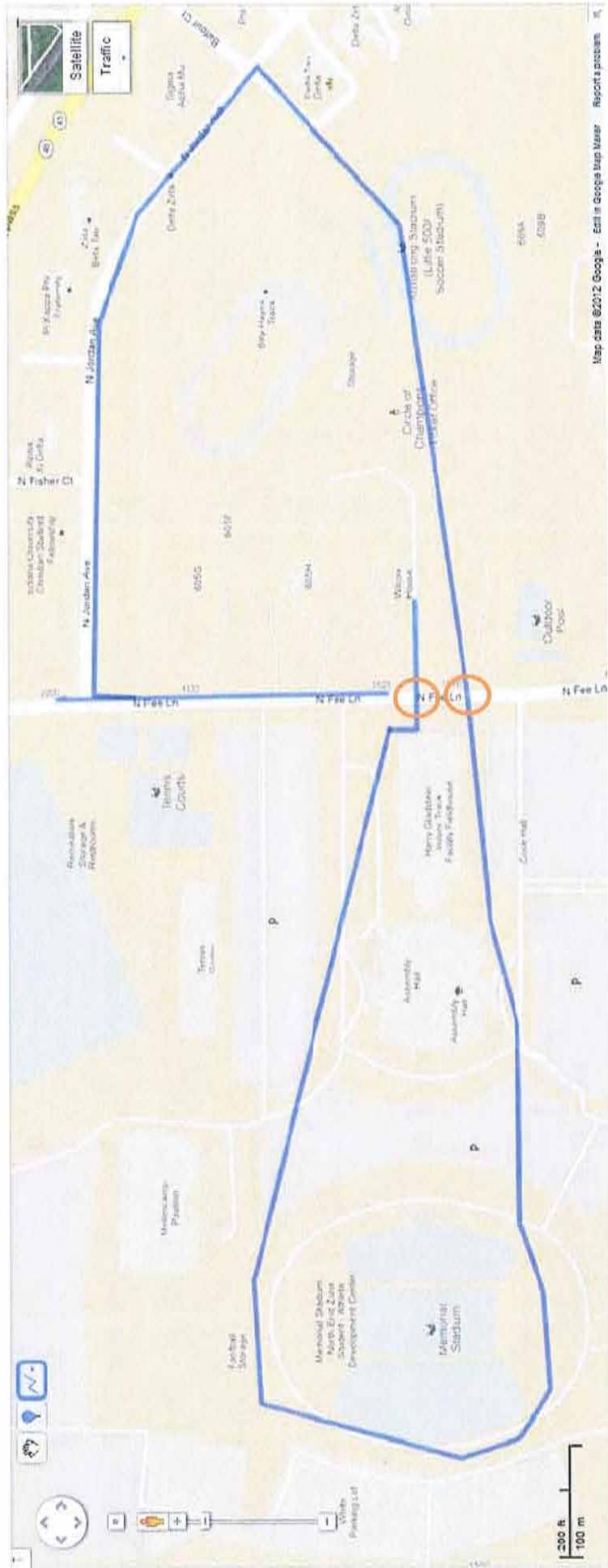
IN WITNESS WHEREOF, the undersigned has executed this Agreement with full knowledge of its significance and with the intent to be bound by it.

INDIANA UNIVERSITY STUDENT FOUNDATION

Signature

Printed Name

Position

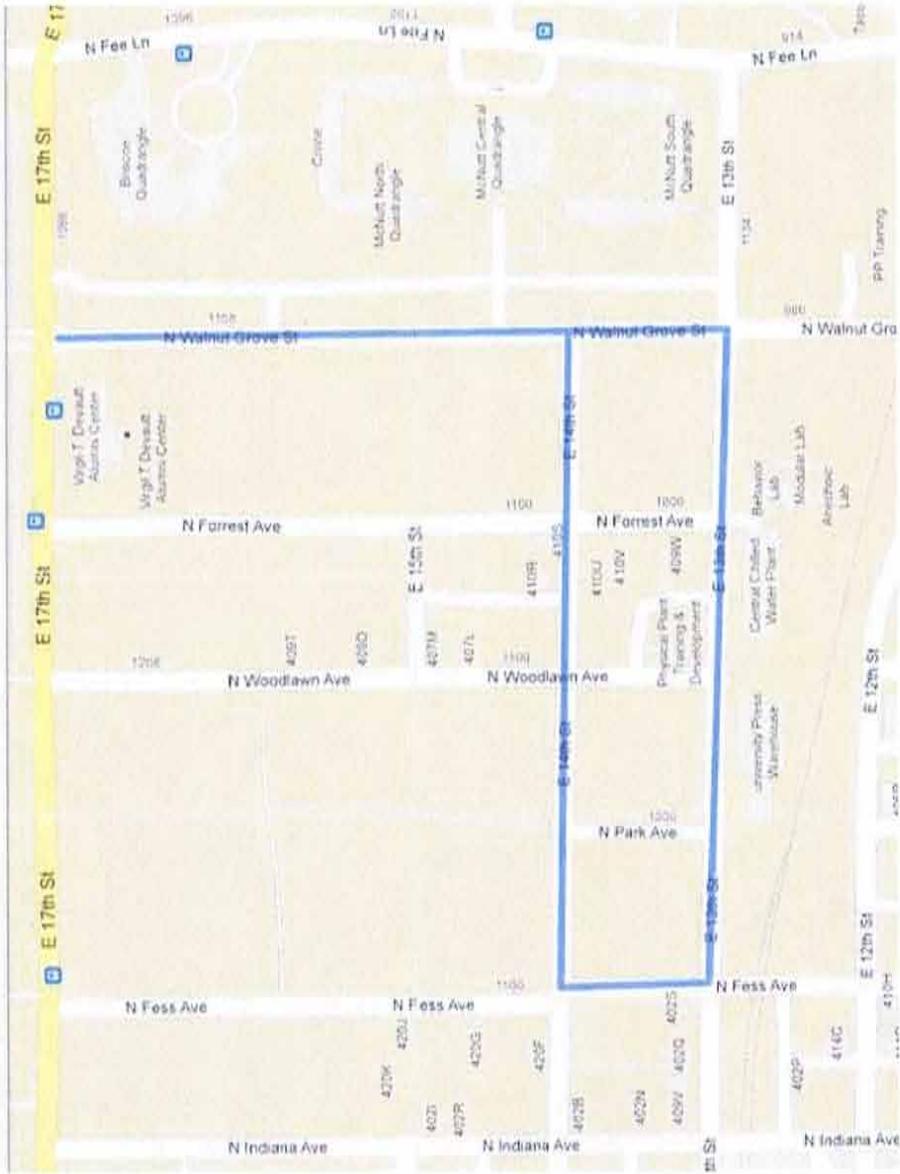


Duathlon Event

Saturday, October 27th

12 P.M.-5 P.M.

No road closure necessary, but will need the ability to block traffic on Fee Lane in those crossing areas (circled) for 5-10 Minute Intervals



Individual Time Trials (ITT's)

October 25th

4 P.M.-9 P.M.

We will need the indicated roads clear for the riders



Board of Public Works Staff Report

Project/Event: Midnight Bake Sale in right of way

Petitioner/Representative: Shelby Beil – IU Minority Association of Pre-Medical Students

Staff Representative: Miah

Meeting Date: October 9, 2012

Event Dates: November 1 and 2

Indiana University's Minority Association of Pre-Medical Students (MAPS) has the mission of encouraging, retaining, and empowering minority students pursuing careers as healthcare professionals. They periodically engage in fundraising activities to support their community service and outreach efforts. They would like to hold a Midnight Bake Sale event from 11 PM to 1 AM on Thursday, November 1st and Friday, November 2nd from 11 PM to 1 AM. in the 430 block of East Kirkwood Avenue. Proceeds from the Bake Sale will be used to fund their annual Adopt-a-Family holiday event, alternative spring break trips, high school outreach programs, and many other projects. Baked goods will be donated from local businesses or baked by members of our organization. They have contacted the Monroe County Health Department and have been approved to sell these items.

It has been determined that when a Itinerant Merchant petitioner wishes to operate in the right of way, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development will confirm that all other rules and regulations have been met prior to a permit being issued.

Staff is supportive of the request.

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



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

Applicant Information

| | | | |
|-------------------|------------------------------|----------------|--------------|
| Name: | Shelby Beil | | |
| Title: | MAPS Co-Fundraising Chair | Date of Birth: | 6/29/1992 |
| Physical Address: | 1000 N. Fee Lane | | |
| City, State, Zip: | Bloomington, IN, 47406 | | |
| E-Mail Address: | sabeil@indiana.edu | | |
| Phone Number: | N/A | Mobile Phone: | 317-489-7714 |

Corporate Contact Information

| | | | | | |
|-------------------------------|--|-------------------------------|--------------------------|--------------------------|-------------------------------------|
| Name of Employer: | MAPS (Minority Association of Pre-Medical Students) | | | | |
| Physical Address of Employer: | Indiana University Memorial Union, 900 E. Seventh St, 7 th Floor Office | | | | |
| City, State, Zip: | Bloomington, IN, | | | | |
| Phone Number of Employer: | N/A | | | | |
| Employer is a: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Please Choose: | 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):

MAPS will be hosting a Late Night Bake Sale. We will be selling baked goods donated by local businesses or baked in the homes of members. We intend to set up a table in the right away.

| | | | | | | |
|-------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Length of Permit: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Please Choose: | 24 hours | 72 hours | 1 Calendar Week | 30 Days | 6 Months | 1 Year |

| | | | | | | |
|--------|------|------|------|-------|-------|-------|
| Price: | \$15 | \$40 | \$75 | \$125 | \$175 | \$240 |
|--------|------|------|------|-------|-------|-------|

You Must Obtain the Following:

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Proof of insurance in accordance with the limits described in Section 4.16.070 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate |
| <input checked="" type="checkbox"/> | Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business. |

You May Need To Obtain and Provide the Following (Staff will advise):

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | If you will be using, handling, selling or distributing food, you must submit a copy of the Monroe County Health Department permit. |
| <input checked="" type="checkbox"/> | 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. |
| <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | 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): | Shelby Beil |
| Signature: | |
| Date Release Signed: | 10/3/2012 |

RESOLUTION 2012-85
Itinerant Merchant in Public Right of Way
Indiana University Minority Association of Pre-Medical Students

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, Indiana University Minority Association of Pre-Medical Students (MAPS), is desirous of using public on-street parking and sidewalks within the downtown area of Bloomington for the purpose of selling food for charitable purposes; and

WHEREAS, Indiana University Minority Association of Pre-Medical Students 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 Indiana University Minority Association of Pre-Medical Students has permission to use on-street sidewalks located in the 430 block of East Kirkwood Avenue for the purposes of selling food for charitable purposes November 1, 2012 thru November 2, 2012.

The following conditions attach to this approval:

1. Indiana University Minority Association of Pre-Medical Students agrees to maintain a clear five-foot path for pedestrians at all times.
2. Indiana University Minority Association of Pre-Medical Students will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
3. Indiana University Minority Association of Pre-Medical Students will have obtained a valid Itinerant Merchant license issued by the City of Bloomington Controller's Office prior to operation on City property.
4. Indiana University Minority Association of Pre-Medical Students 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. Indiana University Minority Association of Pre-Medical Students 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. Indiana University Minority Association of Pre-Medical Students shall locate a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, building entrance or walk-up window.
7. Indiana University Minority Association of Pre-Medical Students shall locate a reasonable distance from another mobile kitchen, food cart or food stand.
8. Indiana University Minority Association of Pre-Medical Students shall not locate in front of the primary entrance to a retail business, office building or church.

9. Indiana University Minority Association of Pre-Medical Students shall not locate 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. Indiana University Minority Association of Pre-Medical Students shall not locate 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. Indiana University Minority Association of Pre-Medical Students may locate 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. Indiana University Minority Association of Pre-Medical Students shall not locate their 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. Indiana University Minority Association of Pre-Medical Students 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 than once a year provided Indiana University Minority Association of Pre-Medical Students 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 Indiana University Minority Association of Pre-Medical Students's activities associated with this approval.

ADOPTED THIS _____ **DAY OF** _____, 2012.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2012-79 ARE ACCEPTABLE AND AGREED TO FOR INDIANA UNIVERSITY MINORITY ASSOCIATION OF PRE-MEDICAL STUDENTS:

Indiana University Minority Association of Pre-Medical Students

Date: _____



Board of Public Works Staff Report

Project/Event: Noise Permit for St. Charles Catholic Church Outdoor Concert

Petitioner/Representative: Ashley Barnett

Staff Representative: Miah Michaelsen

Meeting Date: October 9, 2012

Event Date: October 14, 2012

St. Charles Catholic Church is hosting an outdoor concert on Sunday, October 14 from 6:00 – 8:00 p.m. They have applied for a noise permit so that live music may be played during the event.

Staff supports the request.

Recommend Approval Denial by Miah Michaelsen



CITY OF BLOOMINGTON

NOISE PERMIT

ORGANIZATION St. Charles Catholic Church

ACTIVITY outdoor concert

DATE OF EVENT 10/14/12 TIME OF EVENT 6-8 pm (sound check will be earlier in the afternoon)

LOCATION OF EVENT outside on parish grounds

COST n/a PURPOSE Entertainment

SOURCE OF NOISE Band, microphones, instruments, speakers

IS MUSIC AMPLIFIED Yes No

WHAT INSTRUMENTS Guitar, Bass, Electric Guitar, Drums

OTHER INFORMATION Expecting 200+ people

CONTACT PERSON Ashley Barnett PHONE (314) 570-0833

ADDRESS 2222 East 3rd Street Bloomington, IN 47401

SIGNATURE *Ashley Barnett* E-MAIL ADDRESS: ashleybarnett01@gmail.com

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

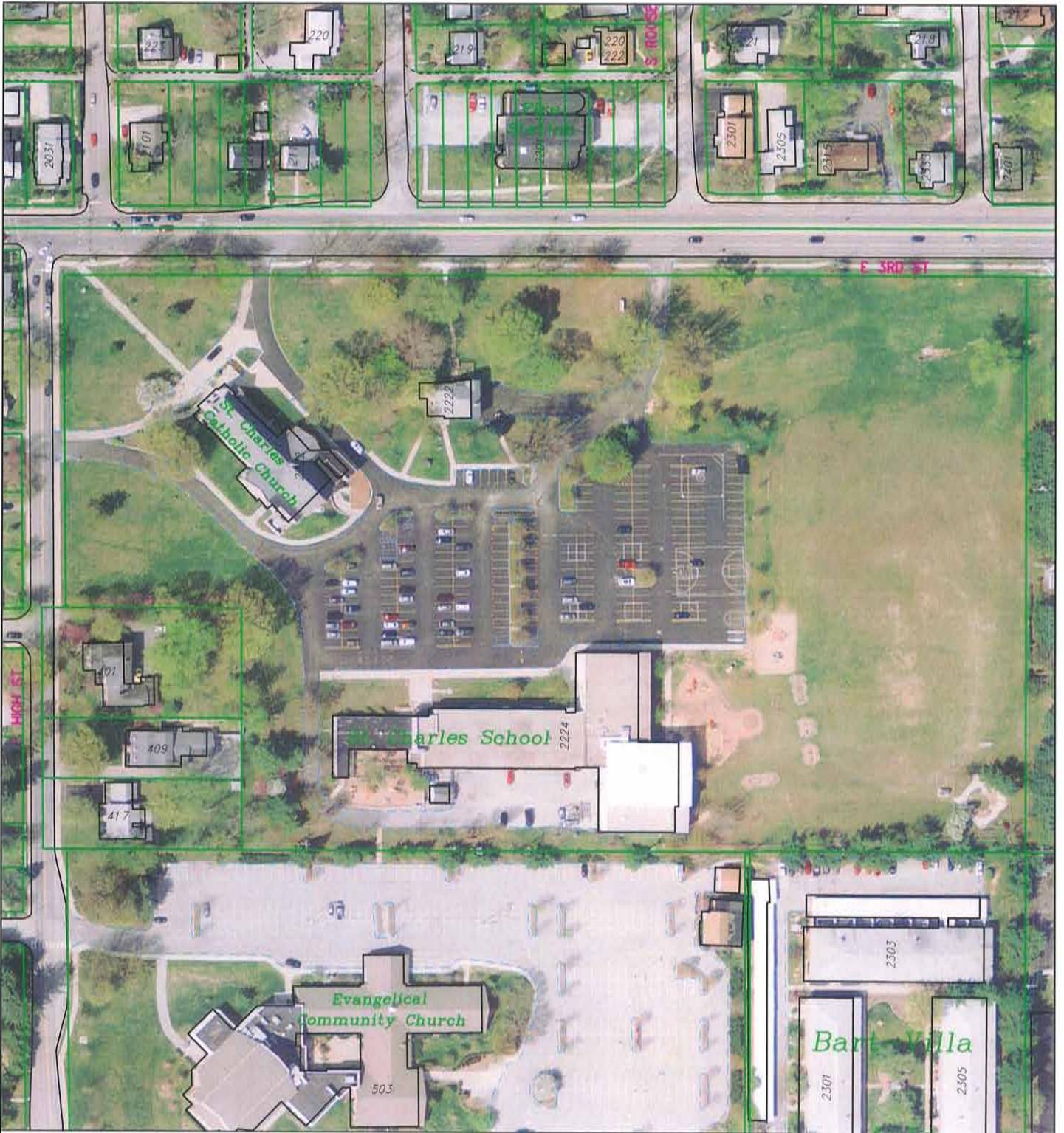
BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President

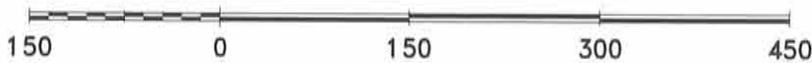
James McNamara

Dr. Frank N. Hrisomalos

Date



By: smithc
4 Oct 12



For reference only; map information NOT warranted.

City of Bloomington
Public Works



Scale: 1" = 150'





Board of Public Works Staff Report

Project/Event: Noise Permit for Haunted House Philanthropy
Petitioner/Representative: Lambda Chi Alpha
Staff Representative: Penny
Meeting Date: October 9, 2012
Event Dates: November 1 - 3

Lambda Chi Alpha has applied for a noise permit so that they may host a Haunted House Philanthropy event. The application is for Thursday, November 1, Friday, November 2 and Saturday, November 3, between the hours of 8:00 p.m. and 1:00 a.m. on Thursday, and 8:00 p.m. – 3:00 a.m. on Friday and Saturday. The source of the noise is Halloween music through speakers.

This event will benefit Habitat for Humanity. Last year, the Board approved a noise permit for “noises only associated with operation of a haunted house in Indiana”.

The Board has approved the request in previous years if the amplification is inside the house or until 10:00 p.m. on Thursday and 11:00 p.m. on Friday and Saturday. BPD has not received any complaints about noise in this neighborhood for the last two years on any of the three nights.

Staff recommends approval with these same conditions.

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

CITY OF BLOOMINGTON

NOISE PERMIT

ORGANIZATION Lambda Chi Alpha Fraternity
ACTIVITY Haunted House Philanthropy for Habitat for Humanity
DATE OF EVENT 11/1-11/3 TIME OF EVENT 11/1: 8^{PM}-1^{AM} 11/2-11/3: 8^{PM}-2^{AM}
LOCATION OF EVENT Lambda Chi Alpha 1210 East 3RD St.
COST _____ PURPOSE _____
SOURCE OF NOISE Halloween Music
IS MUSIC AMPLIFIED Yes No _____
WHAT INSTRUMENTS speakers
OTHER INFORMATION strictly for Haunted House purposes; there
will not be party music playing loudly.
CONTACT PERSON Shane Moreillon PHONE 317-374-1798
ADDRESS 1210 East 3RD St.
SIGNATURE Shane Moreillon

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

BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President

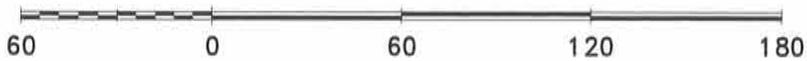
James McNamara

Dr. Frank N. Hrisomalos

Date



By: smithc
4 Oct 12



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 60'



Board of Public Works Staff Report

Project/Event: Resolution to Dispose of Abandoned Bicycles

Petitioner/Representative: RayeAnn Cox, Parking Manager

Staff Representative: Christina Smith

Meeting Date: October 9, 2012

Our Parking Enforcement Division often notices and receives complaints regarding abandoned bicycles within the public right of way. After monitoring the situation to determine that the owner is not going to remove or claim the bicycle, staff removes and stores it for duration of one year. Over time, these abandoned bicycles accumulate and take up valuable storage space. As you can see by the enclosed photos, these bicycles are in various state of disrepair.

This resolution declares these bicycles to be surplus property and allows us to dispose of them. Bloomington Community Bike Project (BCBP) is a not for profit organization that teaches individuals to repair bicycles and keep them going. We would like to donate these 5 bicycles to BCBP and they are excited about receiving them. Any parts that they cannot use will be sold as scrap metal and those proceeds will be used to help fund the project.

Staff is supportive of the request.

Recommend **Approval** **Denial by Christina Smith**

**RESOLUTION 2012-86
TO DISPOSE OF SURPLUS AND WORTHLESS BICYCLES
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington Parking Division of the Public Works Department is in possession of bicycles, in accordance with Indiana Code Chapter 9-22, which have been abandoned on city right of way and are not needed or usable to the City and which are both surplus and worthless equipment as defined by Indiana Code Sections 5-22-22-6 and 5-22-22-8; and

WHEREAS, bicycles were removed from the public right of way and have remained unclaimed by their owners for over one year and are taking up valuable storage space; and

WHEREAS, the not-for-profit organization known as Bloomington Community Bike Project wishes to take possession of the bicycles and parts;

NOW, THEREFORE, be it hereby resolved by the City of Bloomington Board of Public Works that:

1. The following equipment owned by the City of Bloomington Parking Division of the Public Works Department is declared to be both surplus and worthless equipment:

5 bicycle frames or parts of frames in various conditions.
2. The Board of Public Works hereby grants the Parking Division permission to dispose of the above-listed surplus and worthless equipment by donating the same to the non-for-profit organization Bloomington Community Bike Project.
3. The City of Bloomington Board of Public Works and the Parking Division make no representation or warranty regarding the quality or integrity of this used, abandoned, surplus and worthless equipment, which is being transferred on an 'as-is' basis. By its acceptance of this surplus equipment, Bloomington Bike Project agrees that it shall waive any and all claims against the City of Bloomington, its officers, employees and agents, for any personal injury or property damage that may arise from the use of the transferred surplus and worthless equipment.
4. Bloomington Community Bike Project will have 30 days from the date of signing this Agreement to remove all bicycles from City property.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this
_____ day of _____, 2012.

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

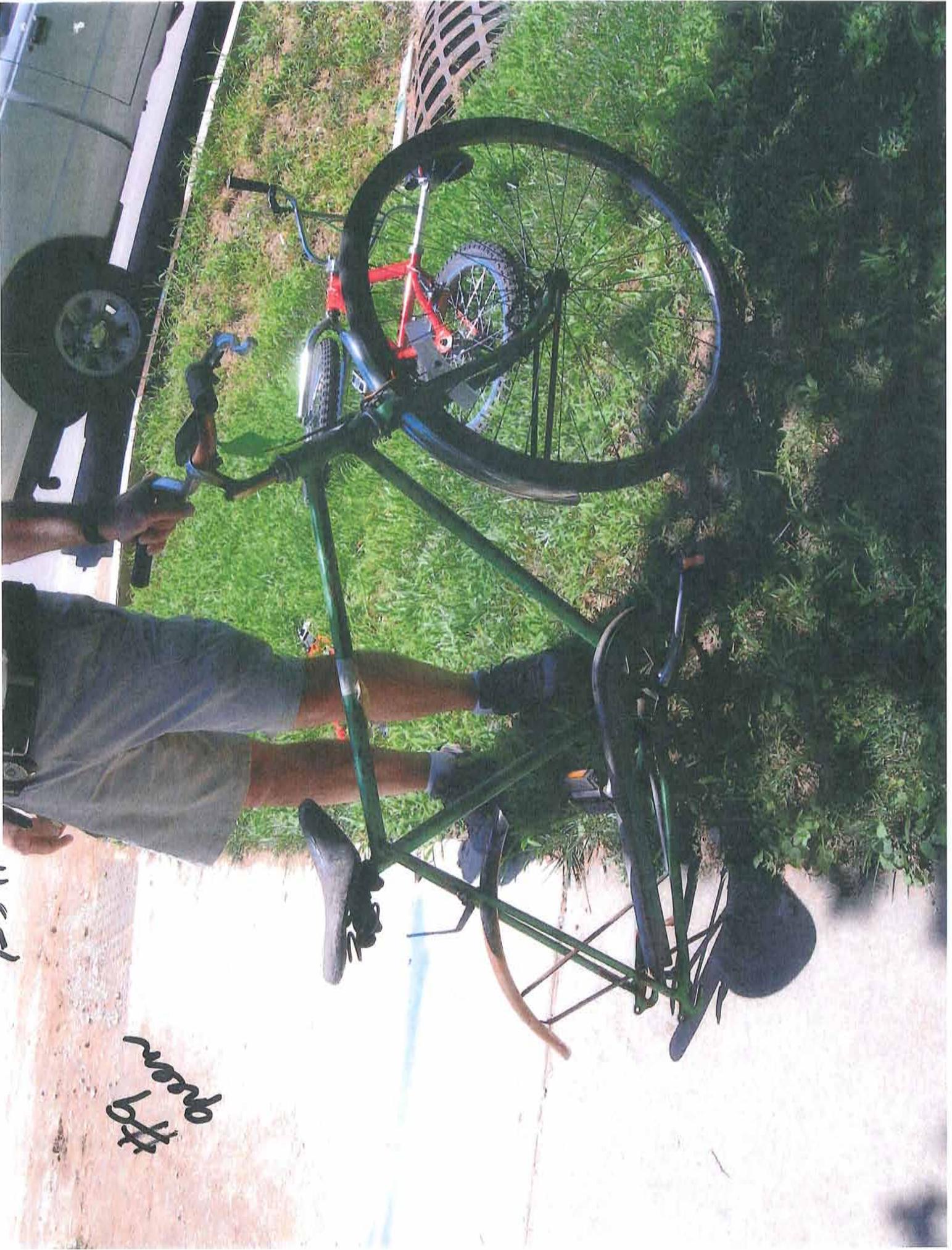
ACCEPTED AND APPROVED by Bloomington Community Bike Project this
_____ day of _____, 2012.

Signature

Printed Name and Title
Bloomington Community Bike Project
214 N. Madison
Bloomington, IN 47404



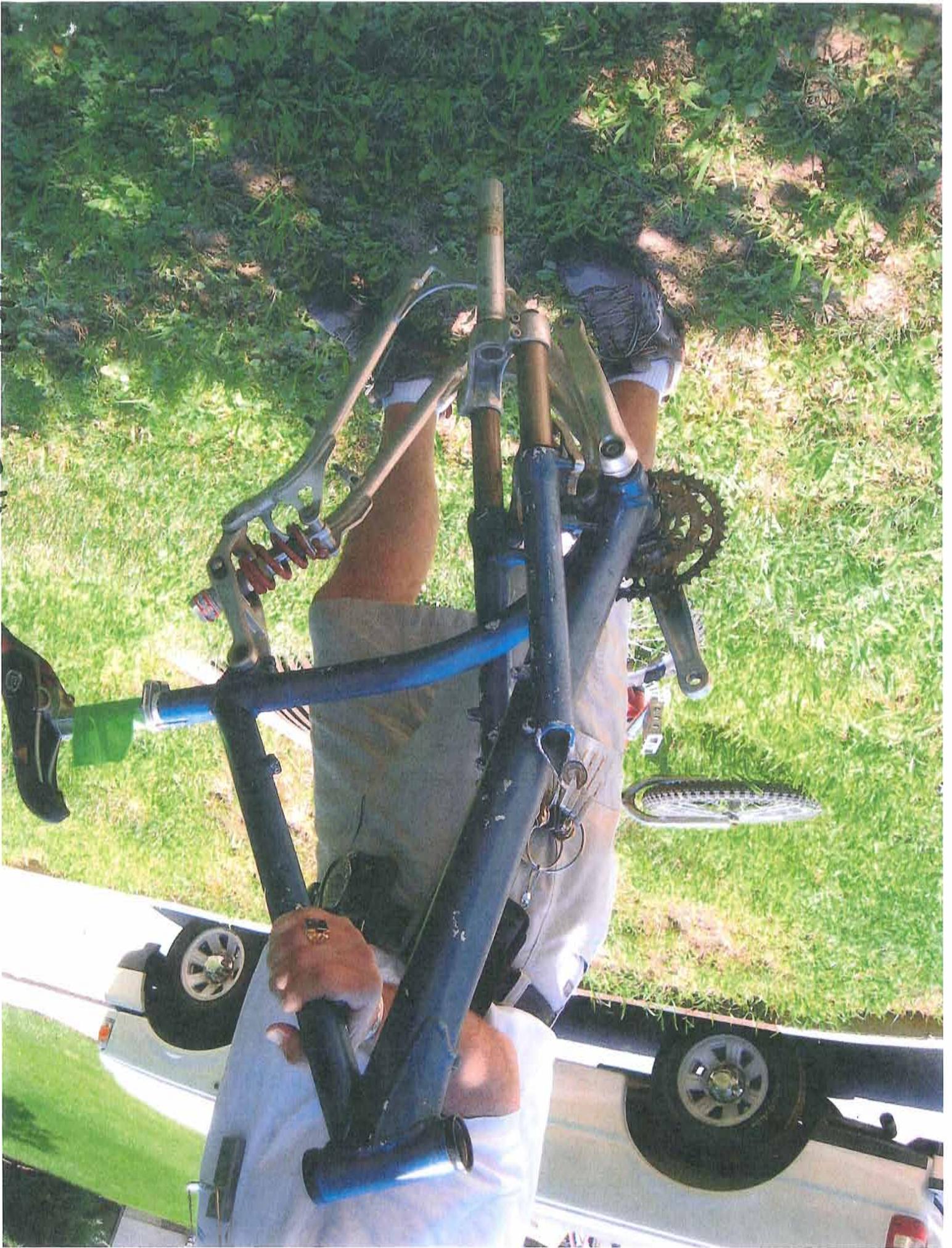
11/2/18 CLK



11-6-2

green
fr

72 11/5/11



11/9/12 #8





#3

7/5/11



Board of Public Works Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: CFC Properties

Staff Representative: Miah

Meeting Date: October 9, 2012

CFC Properties has applied for an Itinerant Merchant Permit for the purposes of doing market research on their property (a parking lot) located in the 300 block of West Kirkwood along the B-Line Trail. 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.

CFC would like to set up a vending/concession trailer or a tent to sell pre-packaged food items along with freshly made coffee and pastries, in addition to, fresh fruit and other healthy choices. The goal is to gauge the demand for these products from users of the B-line Trail and guests to downtown Bloomington. Currently, there are limited options to purchase these types of products along the B-line and this research will be use to help determine potential businesses that may want to locate along the B-line and in downtown Bloomington.

It should be noted that the Itinerant Merchant ordinance prohibits this area for itinerant merchant activity, but that staff recommends the waiving that of that prohibition for this specific permit, as the purpose of this permit is to do market research on the location's suitability for a permanent retail sales location and not to be a ongoing itinerant merchant along the B-Line.

This application is for six months.

Staff is supportive of the request.

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

RESOLUTION 2012-87
Itinerant Merchant in Public Right of Way
CFC Properties

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, CFC Properties is desirous of using public right of way within the downtown area of Bloomington for the purpose of selling food via a mobile kitchen or food cart; and

WHEREAS, CFC Properties 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 CFC Properties has permission to public right of way located within the downtown area of Bloomington for the purposes of selling food via a mobile kitchen for six months beginning on the day that License is issued by the City. _____, 2012 thru _____ 2012.

The following conditions attach to this approval:

1. CFC Properties agrees to maintain a clear five-foot path for pedestrians at all times.
2. CFC Properties will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
3. CFC Properties will have obtained a valid Itinerant Merchant license issued by the City of Bloomington Controller's Office prior to operation on City property.
4. CFC Properties 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. CFC Properties 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. CFC Properties shall locate their business a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, building entrance or walk-up window.
7. CFC Properties shall locate their business a reasonable distance from another mobile kitchen, food cart or food stand.
8. CFC Properties shall not locate their business in front of the primary entrance to a retail business, office building or church.
9. CFC Properties 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. CFC Properties shall not locate their 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. CFC Properties may locate their 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. CFC Properties shall not locate their 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. CFC Properties 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 than once a year provided CFC Properties 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 CFC Properties's activities associated with this approval.

ADOPTED THIS ____ DAY OF _____, 2012.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2012-79 ARE ACCEPTABLE AND AGREED TO FOR CFC PROPERTIES:

CFC Properties

Date: _____



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

Applicant Information

Name: Chris Cockerham
Title: VP Commercial Real Estate Date of Birth: 07/27/1968
Physical Address: 320 West 8th Street Ste. 200
City, State, Zip: Bloomington, IN 47404
E-Mail Address: chris.cockerham@cfcproperties.com
Phone Number: 812.332.0053 Mobile Phone: 812.340.3487

Corporate Contact Information

Name of Employer: CFC Properties
Physical Address of Employer: 320 West 8th Street Ste. 200
City, State, Zip: Bloomington, IN 47404
Phone Number of Employer: 75
Employer is a: Firm Limited Liability Corporation Corporation Partnership Sole Proprietor
Please Choose:

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

Concession Trailer and/or tent to sell pre-package food items to visitors using the B-line and guest to downtown Bloomington.

Length of Permit: 24 hours 72 hours 1 Calendar Week 30 Days 6 Months 1 Year
Please Choose:

Price: \$15 \$40 \$75 \$125 \$175 \$240

You Must Obtain the Following:

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

You May Need To Obtain and Provide the Following (Staff will advise):

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

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):

Chris Cockerham

Signature:

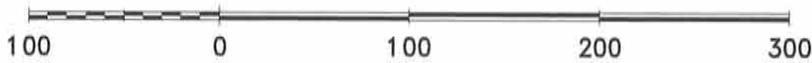


Date Release Signed:

10/3/2012



By: smithc
4 Oct 12



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 Sanitary Sewer Rehab Project

Petitioner/Representative: Insituform Technologies

Staff Representative: Adrian Reid

Meeting Date: October 9, 2012

Insituform Technologies is under contract with City of Bloomington Utilities Department to complete a sanitary sewer rehabilitation project along S. Walnut Street between E. Smith Ave and E. 3rd Street.

This section of S. Walnut Street is currently under construction for the S. Walnut Streetscape Project. This construction zone is already congested with numerous pieces of heavy equipment, delivery vehicles and workers. In order to minimize the negative impact of having another contractor within this confined space, staff recommends that the sewer rehabilitation project be conducted during the evening hours.

Alex Sharpe from Insituform Technologies has applied for a noise permit so that this work can be conducted between the hours of 7:00 p.m to 7:00 a.m. from October 10th thru October 17th.

Insituform will have a generator and large trucks that will be running during the work hours; however, it will not be as loud as the excavation equipment used on the S. Walnut Streetscape Project.

Staff supports the request.

Recommend Approval Denial by Adrian Reid

CITY OF BLOOMINGTON

NOISE PERMIT

ORGANIZATION INSITUFORM TECHNOLOGIES USA INC
ACTIVITY CIPP SEWER REHABILITATION
DATE OF EVENT 10/10 THRU TIME OF EVENT 7pm-7am
LOCATION OF EVENT S. WALNUT ST. FROM W. THIRD ST. TO E. SMITH AVE.
COST Ø PURPOSE RELINE CITY SANITARY SEWER
SOURCE OF NOISE DIESEL ENGINE AND AIR COMPRESSOR
IS MUSIC AMPLIFIED Yes No
WHAT INSTRUMENTS N/A
OTHER INFORMATION WE ARE UNDER CONTRACT WITH THE CALVERTITIES DEPT.
ATTN. PHIL PEDEN. CLEANING 10/10 & 10/11 LIVING 10/15 & 10/16
CONTACT PERSON ALEX SHAPE PHONE 317.489.3867
ADDRESS 2130 STOUT FIELD W. DR. INDIANAPOLIS IN. 46241
SIGNATURE 

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

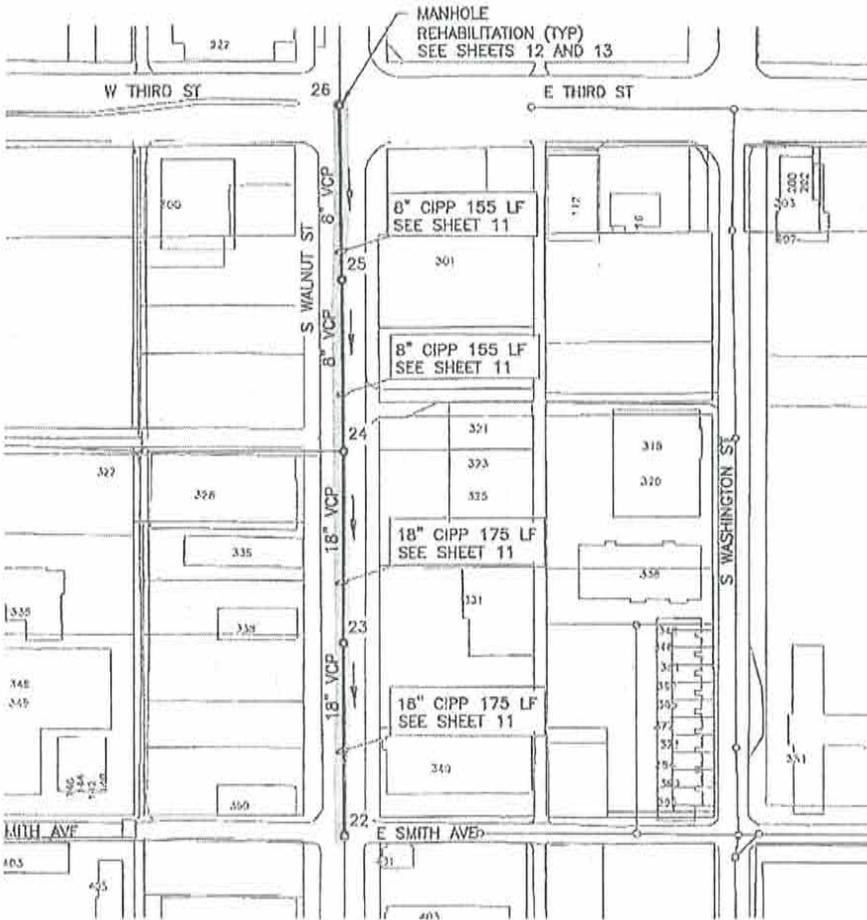
BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

Date



SEAL AFFIXED
JULY 20, 2012



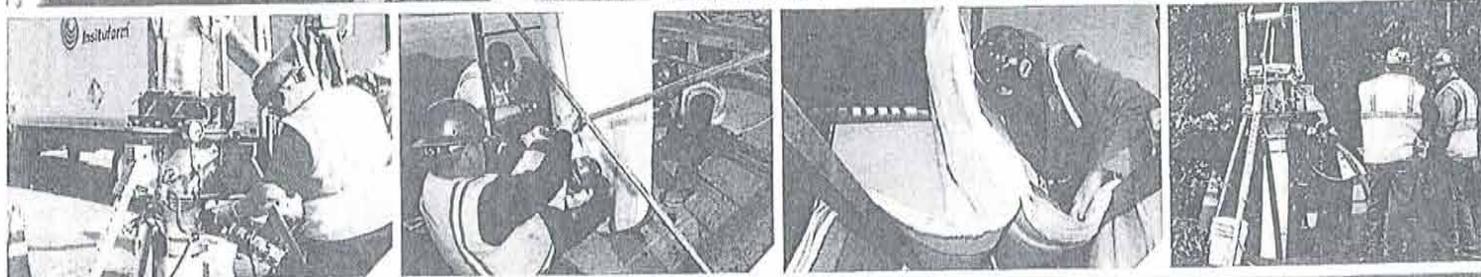
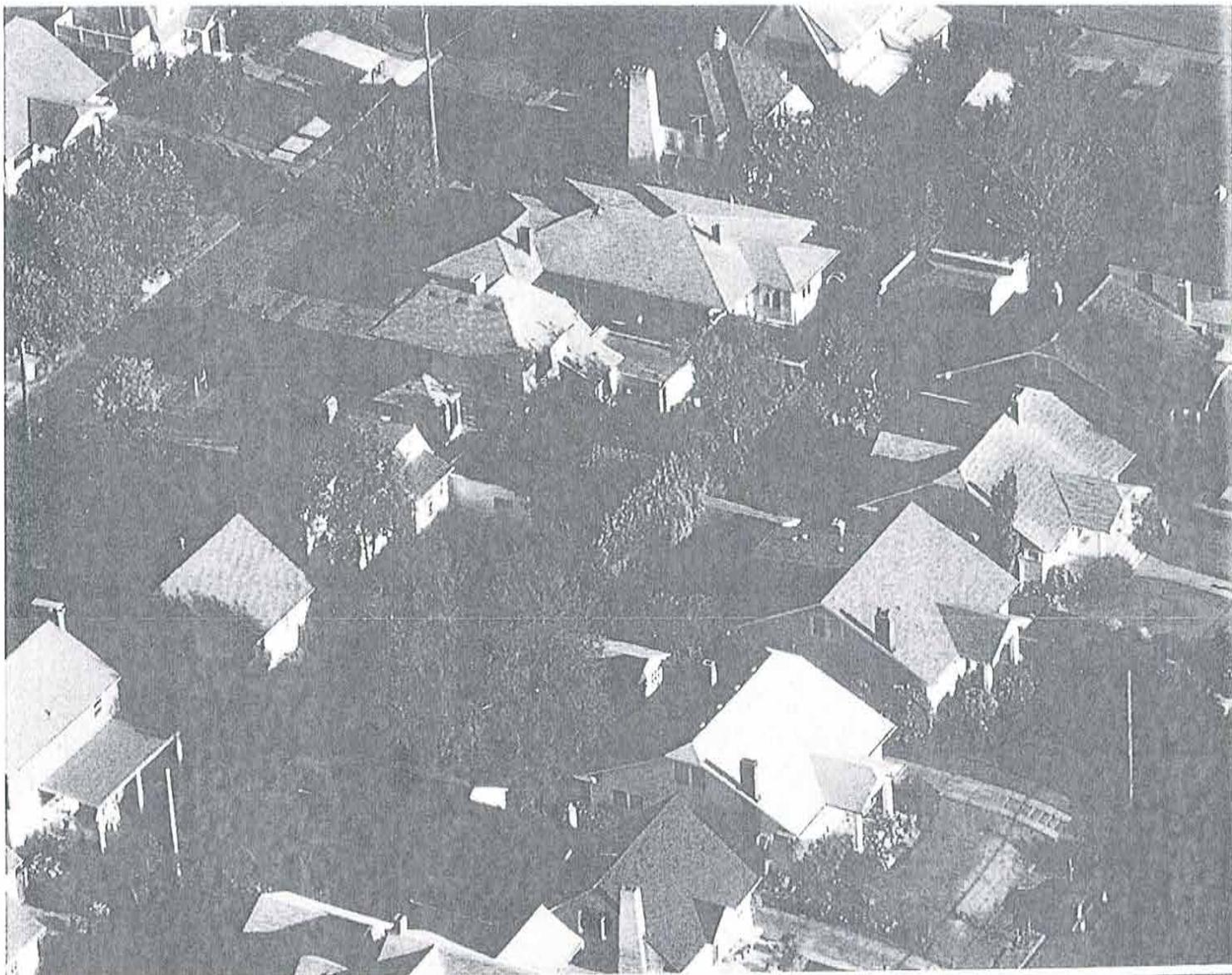
| | | | |
|----|-----|------|--------|
| NO | REV | DATE | REASON |
| | | | |

SCALE
1" = 100'

CITY OF BLOOMINGTON UTILITIES DEPARTMENT
HIGHLAND VILLAGE SEWER SYSTEM REHABILITATION

PLAN VIEW
S WALNUT ST

| | |
|----------|--------------|
| FIRM NO. | 66330023.DWG |
| SHEET | 9 OF 13 |
| DATE | JULY 2012 |
| FILE NO. | |



Insituform® CIPP

Affordable, reliable and non-disruptive solutions for sewer pipe reconstruction.



Insituform®
Clean water for the world.

Our Trenchless Solution

The Insituform® process can be used to rehabilitate sanitary sewers, storm sewers and force mains. Insituform® cured-in-place pipe (CIPP) is a jointless, seamless, pipe-within-a-pipe with the capability to rehabilitate pipes ranging in diameter from 6 to 96 inches and to negotiate bends. Insituform CIPP addresses your top concerns:

Infiltration reduction

Water entering your sewer system through cracks, holes and joint failures can significantly tax your treatment facilities, especially during wet weather. Insituform® CIPP can significantly reduce this infiltration and leakage from your system. In dry climates, tree and plant roots find the sewer system an attractive source of water and nutrients. Entering through pipe defects, roots create blockages and overflows. Insituform® CIPP contains your flow within the pipe while keeping external water and roots out. We can help you avoid the large capital cost of expanding treatment facilities and the environmental problems caused by sewer overflows.

Structural integrity

Insituform® CIPP restores structural integrity to your damaged sewer pipes. The design models used, independent test results and 35 years of service all confirm that Insituform® CIPP is a structural product with a 100-year design life.

Increased flow capacity

Insituform® CIPP provides the least cross-sectional reduction of all methods used to rehabilitate pipes. Despite the cross-sectional reduction, the smooth, jointless interior of our product typically improves flow capacity. There are no joints or seams that can separate over time. The smooth interior also provides excellent abrasion resistance.

Affordability

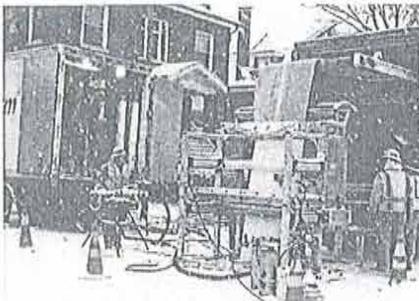
The Insituform® process is usually less expensive than conventional dig methods of sewer repair, even for everyday problems. When you consider the lost business revenues, traffic congestion and social costs associated with other methods, your savings are immeasurable.

Installation flexibility

Insituform offers flexibility in both the method of installation and the cure process. Insituform® CIPP can be inverted with either air or water, or pulled into place. The cure can be done with steam or hot water. All processes are consistent with nationally recognized standards and Insituform's own ISO-certified quality control program. Since each job is unique, we can apply the most cost effective, technically optimal solution to solve your pipeline rehabilitation problem.

iPlus® Composite

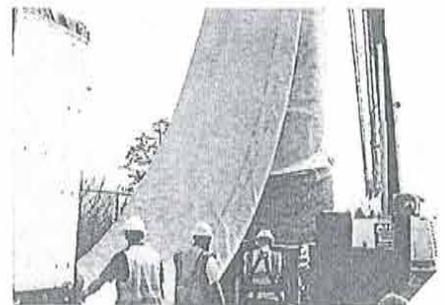
iPlus® Composite is a fiber-reinforced version of Insituform's proven CIPP technology for medium diameter, 24- to 84-inch gravity sewer pipe rehabilitation. Using the same laminated-composite engineering approach used to optimize structures in the sporting goods and aerospace industries, Insituform engineers have incorporated glass and carbon reinforcing fibers in the iPlus® Composite pipe wall, at the optimum locations to achieve higher strength and stiffness than possible with traditional CIPP materials. The resulting laminated composite pipe provides full structural performance with about 60% of the wall thickness required by traditional materials.



iPlus® Composite eliminates the difficulties of transporting and installing a heavy, thick-walled, cured-in-place pipe, and provides the added advantage of increased flow area in the finished product. The increased strength and stiffness of iPlus® Composite are even more advantageous when rehabilitating noncircular host pipes.

MEETING YOUR NEEDS; LARGE AND SMALL.

Large-diameter repairs tend to be put on hold in order to address less expensive, small-diameter problems. But large-diameter failures pose enormous risks to public safety and can be very disruptive to large populations. Emergency repair costs to large-diameter pipes can be devastating to your maintenance budget. We have years of experience installing large-diameter Insituform® CIPP. Our crews work on large-diameter projects everyday.



INSITUFORM® OFFERS MANY BENEFITS.

Experience

- More than 35 years experience
- Over 16,000 miles of pipe rehabilitated

Installation capacity

- More than 60 crews
- Operations or licensees in 40 countries worldwide
- Ability to mobilize quickly

Specialized, safe crews

- Our crews are specially trained to install Insituform® CIPP and do it every day
- Every crew member has gone through extensive safety training, follows a site specific safety plan and is backed by a large network of safety support individuals

High quality products & services

- ISO 9001:2000 certification covering design, manufacturing, installation and service capabilities
- Total quality culture ensures complete customer satisfaction

The Insituform CIPP process works on pipes of all shapes and sizes from 6-inches up to 96-inches in diameter.

Single point of contact

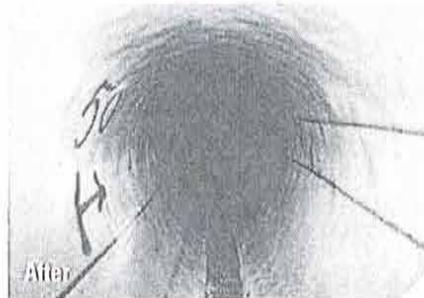
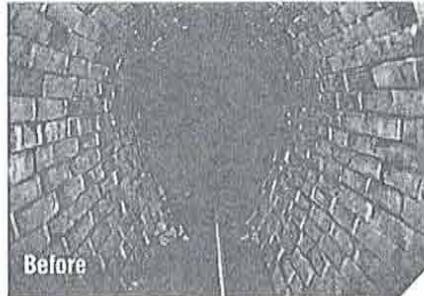
- Vertical integration means we have single source responsibility and accountability for research and design, manufacturing, installation and service

Insituform is a worldwide company that has been renewing underground infrastructure for more than 35 years.

The answer is clear.

Insituform® CIPP:

- Reduced infiltration
- Restored structural integrity to damaged sewers
- Increased flow capacity of existing sewers
- Leaking joints eliminated
- Minimal disruption

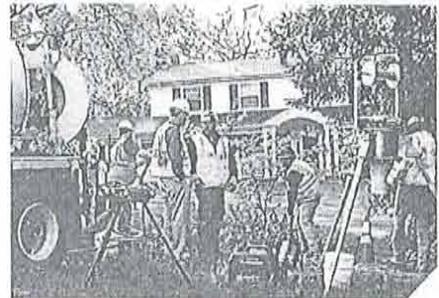


Problem solved.

Trenchless rehabilitation is the best choice for several reasons:

Minimal disruption

No digging means quicker rehabilitation with little inconvenience to citizens and businesses and less effects on environmentally sensitive areas such as wetlands, rivers, public parks, natural habitats and historic sites.



Community image-building

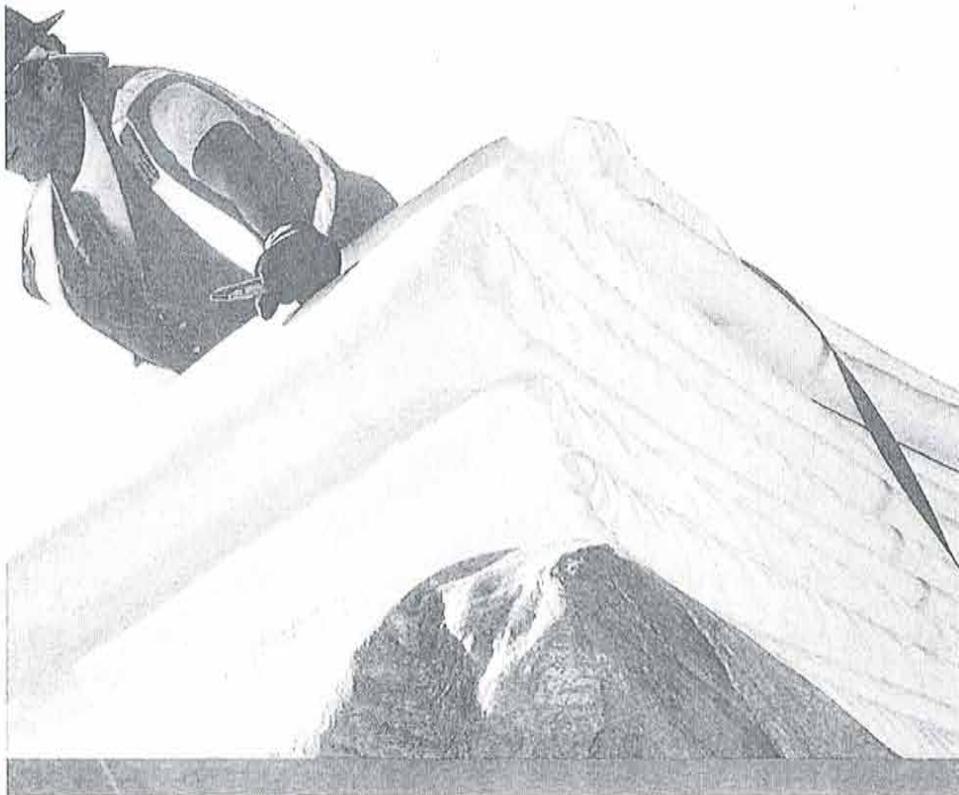
Wise, timely investment in repairs and new construction using the most current and non-disruptive construction technologies available is a visible way to demonstrate proactive community rebuilding.

Time savings

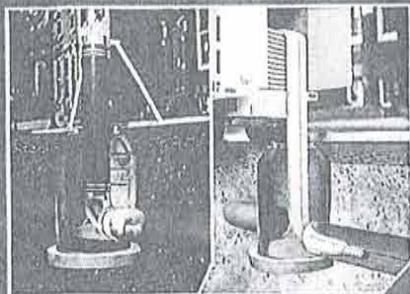
Many trenchless rehabilitation projects can be completed in days compared to the weeks and months that you can encounter with traditional dig and replace methods.

Safety

Because repairs can be completed more quickly and there are seldom open trenches, trenchless solutions are safer than conventional dig and replace methods.

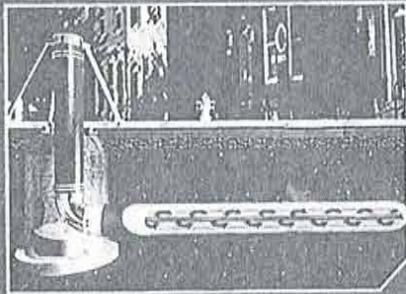


The Insituform® CIPP Process



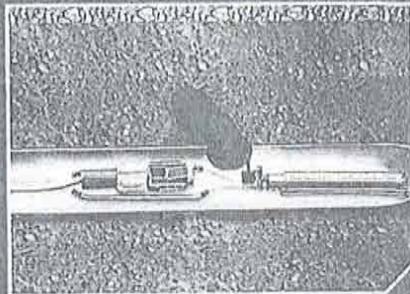
Step 1:

A resin-saturated, coated felt tube is inverted (left) or pulled (right) into a damaged pipe.



Step 2:

Next, hot water or steam is used to cure the resin and form a tight-fitting, jointless and corrosion-resistant replacement pipe.



Step 3:

We restore service laterals internally with robotically controlled cutting devices and inspect the rehabilitated pipe by closed-circuit TV.

The Insituform® CIPP Technical Envelope

| | Insituform CIPP |
|---|-----------------------------|
| Diameter Range | 6 - 96 in |
| pH Range | .5 - 10.5 |
| Effluent Temperature | up to 140° F |
| Pipe Condition - Fully Deteriorated | Yes |
| Pipe Condition - Partially Deteriorated | Yes |
| Bends | Yes |
| Offset Joints | Yes |
| Diameter Changes | Yes, without manhole access |
| Thickness Changes | Yes, without manhole access |
| Typical Shot Length | 200 - 1000 ft |
| Host Pipe Shape | All Shapes |
| Host Pipe Material | All Materials |

This table refers to general purpose municipal sewer CIPP projects. Insituform can provide products that extend beyond these parameters through our engineering group. Please contact your local representative at 800-234-2992 for assistance with applications extending beyond this technical envelope.



Insituform®
Clean water for the world.

17988 Edison Ave., Chesterfield, MO 63005
Toll Free: 800-234-2992
Phone: 636-530-8000
Fax: 636-519-8010
Web: www.insituform.com



Board of Public Works Staff Report

Project/Event: Right of way vacation of South Morton Street at W. Kirkwood Ave

Staff Representative: Rick Alexander

Petitioner/Representative: CFC Properties

Date: October 1, 2012

Report: CFC is requesting that the city vacate a 24' wide strip of South Morton Avenue starting at West Kirkwood and going south for approximately 138' ending north of the Wonderlab garden area. This vacation would allow CFC to move the old drive-up bank building from its current location to this proposed location which adjoins west side of the B-Line trail.

Recommendation and Supporting Justification: Planning staff sent notices to area utilities and other city entities and found no conflicts with vacating the right of way. Remodeling of the old bank building into usable retail space and the construction of the hotel will generate jobs resulting in a public benefit to the community as well as an additional enhancement to the B-line trail. Action needed by the Board of Public Works is to send a recommendation to the city council to either retain the right of way or vacate it.

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

Robert Alexander



**City of Bloomington
Planning Department**

DEVELOPMENT REVIEW TRANSMITTAL

Date: September 6, 2012

Type of Request: Right-of-way vacation

Project Name: Southwest corner of W. Kirkwood Ave. & S. Morton St. (24 foot wide by 138 foot long portion of Morton Street right-of-way)

Owner: CFC Properties

Location: The subject parcel is a 24 foot wide strip of Morton Street right-of-way running north/south between Original Plat Lot #133 and the B-Line Trail, with West Kirkwood Avenue to the north and Wonderlab gardens to the south. The subject parcel runs south from West Kirkwood for approximately 138 feet. Please see the attached site plan.

Proposed Use: The purpose of this vacation request is to allow for the Chase Drive-through bank building located at 217 W. Kirkwood Avenue to be moved to this location along side the B-line trail for retail uses.

Required Approval: Common Council approval

TENTATIVE SCHEDULE

We need your comments by: **September 14, 2012**

First Common Council hearing: as scheduled

Second Common Council hearing: as scheduled

Final Common Council hearing: as scheduled

SIGNIFICANT ISSUES AND QUESTIONS

The petitioner is seeking right-of-way vacation of an alley right-of-way in order to construct a new building to be used as a hotel.

Refer to the enclosed site plans, and the petitioner's letter.

Please respond in writing concerning the effect this vacation would have upon your provision of service to this area.

Please reply in writing to: ***darlandl@bloomington.in.gov***

Lynne Darland, AICP
Planning Department
City of Bloomington
P.O. Box 100
Bloomington, IN 47402

812-349-3529

PETITION FOR VACATION OF PUBLIC RIGHT-OF-WAY

CITY OF BLOOMINGTON
COMMON COUNCIL

FILE# _____
1ST READING _____
COMMITTEE _____
FINAL HEARING _____

Office of the Common Council
P.O. Box 100, Showers City Hall
Bloomington, IN 47402
(812) 349-3409

Address of Property LEGAL DESCRIPTION TO BE WRITTEN.
BASIC DESCRIPTION: Parcel OF LAND EAST OF ORIGINAL
LOTS 133 + 134 (SEE SURVEY)

Applicant's Name CFC, INC.

Address 320 W. 8th STREET Ste. 200 Phone 812.332.0053

Counsel or Consultant _____

Address _____ Phone _____

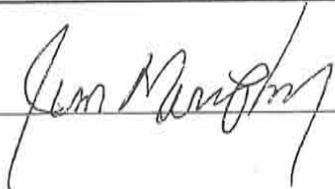
_____ This application must be accompanied by all required submittals as stated in the information packet for Vacation of public right-of-way. Staff reserves the right to schedule hearing dates for petitions subject to complete submittals. Notices to adjacent property owners should not be mailed until hearing dates have been confirmed.

Jim Murphy / CFC, INC. I (we) agree that the applicant will notify all adjacent property owners by certified mail at the applicant's expense.

I (we) further agree that the applicant will cause a legal notice of this application to be published in a paper having general circulation in Bloomington at the applicant's expense.

I (we) certify that all foregoing information is correct and that I (we) are the owners (legal agents for owners) of property adjacent to the proposed vacation of public right-of-way, which is the subject of this application.

Signature: _____





CFC PROPERTIES
320 W. EIGHTH ST., SUITE 200
P.O. BOX 729
BLOOMINGTON, IN 47402-0729 U.S.A.
PHONE: 812.332.0053 FAX: 812.333.4680
WWW.CFCINCORPORATED.COM

September 6, 2012

Lynne Darland
City of Bloomington Planning Department
401 N. Morton Street Suite 160
Bloomington, IN 47404

Subject: Request for pre-petition review for a right-of-way vacation

Dear Ms. Darland:

CFC Properties is requesting a pre-petition review to vacate a right-of-way. The parcel of land is located east of original Plat Lots 133 & 134 (see attached survey). CFC has occupied and maintained this parcel of land for over 10 years. The reason for the right-of-way vacation is so CFC Properties can relocate a building on this parcel. This building will provide leasable space for businesses that will provide services to people using the B-Line Trail and guests to downtown Bloomington.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Jim Murphy". The signature is written in a cursive, flowing style.

Jim Murphy, President
CFC Properties

- architects
- engineers
- surveyors

317 MAIN STREET
 P.O. BOX 722 VINCENNES, INDIANA 47591
 TELEPHONE 812/882-6555
 FAX 812/882-6558

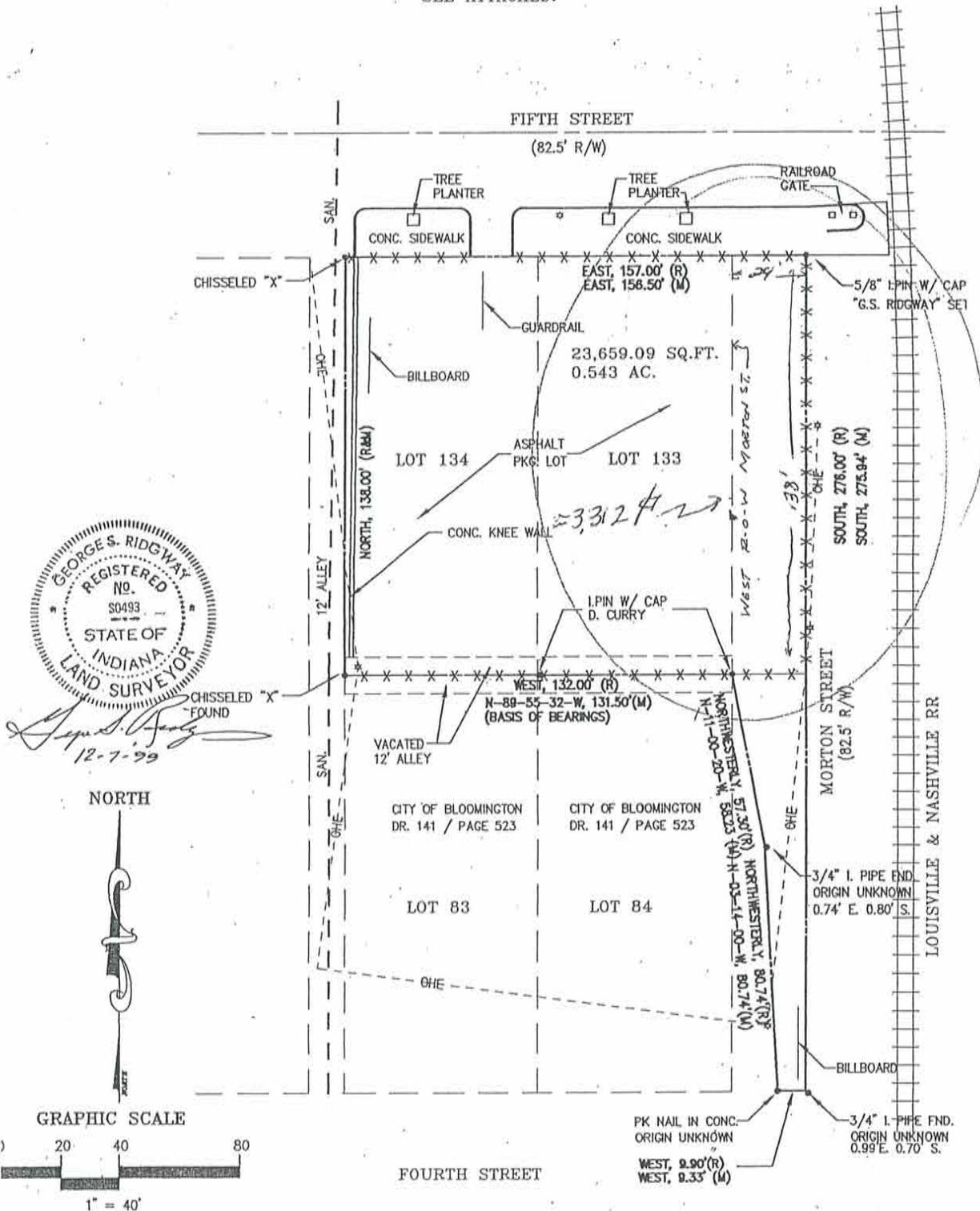
Registered in Indiana, Illinois, Kentucky, Tennessee, and Pennsylvania

CERTIFICATE OF SURVEY

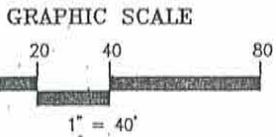
THIS IS TO CERTIFY THAT I, GEORGE S. RIDGWAY, A REGISTERED LAND SURVEYOR, LICENSED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA, DID ON DEC. 7, 1999 PERFORM A RETRACEMENT SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE AT THE REQUEST OF CFC, INC.

LEGAL DESCRIPTION

SEE ATTACHED.



George S. Ridgway
 12-7-99





CFC PROPERTIES
320 W. EIGHTH ST., SUITE 200
P.O. BOX 729
BLOOMINGTON, IN 47402-0729 U.S.A.
PHONE: 812.332.0053 FAX: 812.333.4680
WWW.CFCINCORPORATED.COM

List of the names and address of the owners of all property abutting the proposed vacation:

1. Wonderlab
308 East 4th Street
Bloomington, IN 47404

2. Uldis E. and Susan K. Augenbergs
314 West Kirkwood Avenue
Bloomington, IN 47404

3. Elmore Y Orrego, LLC
304 West Kirkwood Avenue
Bloomington, IN 47404

4. Larry and Hilde McConnaughy
220 West Kirkwood Avenue
Bloomington, IN 47404

5. CGI Real Estate Holdings, LLC
P.O. Box 729
Bloomington, IN 47402





205 S. Madison St
Bloomington, In.47403

October 1, 2012

Lynne Darland
Planning Department
City of Bloomington
P.O. Box 100
Bloomington, IN 47402

Subject: Right-of-way vacation, 217 W. Kirkwood Ave., located between 4th Street and Fifth Street west of College Ave., W. Kirkwood Ave. and S. Morton Street.

Lynne Darland

After reviewing the site plan, Vectren Energy has a 4" plastic gas main facility within the street right-of-way of S Gentry running north/south between 4th Street and Fifth Street.

Vectren Energy does not have any gas main facility in the 12 foot wide strip of alley running east/west between the B-Line Trail and Gentry Street.

Vectren Energy does not have any gas main facility in the 24 foot wide by 138 feet long portion of Morton Street right-of-way strip running north/south between Kirkwood Ave and the Wonderlab gardens.

If you have any questions please call or e-mail me.

Sincerely,

Doug Anderson
Gas Distribution Engineering Technician-Southeast Division
VECTREN ENERGY DELIVERY of INDIANA, INC.
205 S. Madison Street, Bloomington Indiana 47403
Office: 812-330-4009
Fax: 812-330-4057
Cell: 812-360-3972
E-mail: danderson@vectren.com



DUKE ENERGY
1100 W 2nd St
Bloomington, IN 47403

SEP 19 2012

September 17, 2012

Lynne Darland
Planning Dept.
City of Bloomington
P.O. Box 100
Bloomington, IN 47402

Lynne Darland,

Currently we have no facilities located in the East-West alley Right-of-Way. We do not oppose the alley vacation.

If you have any questions, please contact me at 812-337-3035 or at Kerry.Ducker@duke-energy.com.

Sincerely

A handwritten signature in black ink that reads 'Kerry B. Ducker'.

Kerry B. Ducker
Senior Distribution Engineering Specialist

Cc: jad



Lynne Darland <darlandl@bloomington.in.gov>

12' by 113' Alley Vacation

1 message

Michael Carter <carterm@bloomington.in.gov>
To: Lynne Darland <darlandl@bloomington.in.gov>
Cc: Mike Bengtson <bengtsom@bloomington.in.gov>

Thu, Aug 30, 2012 at 10:51 AM

Lynne,

This is to acknowledge receipt of Request for Vacation of Alleyway, for the east-west alley between the B-Line Trail and Gentry Street, between 4th and 5th Streets, measuring 12' x 113'.
You have probably already noted that on the EXHIBIT sheet, Lot 85 is incorrectly labelled as Lot 8.
After review, it has been determined that the City of Bloomington Utilities Department has no reason to oppose said vacation.

Thank You,
Michael Carter
CBU
Easements/Acquisitions



Lynne Darland <darlandl@bloomington.in.gov>

Development review transmittal

3 messages

Michael Diekhoff <diekhofm@bloomington.in.gov>
To: Lynne Darland <darlandl@bloomington.in.gov>

Tue, Sep 11, 2012 at 10:33 AM

Lynn,

I'm ok with the right of way vacation for Morton st.

Mike

Michael Diekhoff
Chief of Police
Bloomington Police Department
220 E. 3rd Street
Bloomington, Indiana 47401
812-339-4477

"The mission of the Bloomington Police Department is to safeguard life and property while respecting diversity, encouraging civility, solving problems, and maintaining a high standard of individual integrity and professionalism."

Lynne Darland <darlandl@bloomington.in.gov>
To: Michael Diekhoff <diekhofm@bloomington.in.gov>

Tue, Sep 11, 2012 at 11:32 AM

Thanks! Would you please send me one for the east/ west alley where the Hyatt Hotel is proposed?

Lynne

[Quoted text hidden]

--

J. Lynne Darland, AICP
Zoning & Enforcement Manager

City of Bloomington Planning Department
401 N. Morton St., Suite 160
P.O. Box 100
Bloomington, IN 47402

p. 812-349-3423/ f. 812-349-3535
e. darlandl@bloomington.in.gov

Michael Diekhoff <diekhofm@bloomington.in.gov>
To: Lynne Darland <darlandl@bloomington.in.gov>

Tue, Sep 11, 2012 at 11:36 AM

Lynne

I'm ok with the east/west alley too.

[Quoted text hidden]



Lynne Darland <darlandl@bloomington.in.gov>

right of way Bloomington

1 message

Mcartor, Steve <Steve_Mcartor@cable.comcast.com>

Mon, Sep 17, 2012 at 5:13 PM

To: Lynne Darland <darlandl@bloomington.in.gov>

Alley right of way Comcast has no issues here with the request. Project 217 W Kirkwood Ave .



Lynne Darland <darlandl@bloomington.in.gov>

217 w kirkwood ave 12ft ROW vacation

1 message

MCCABE, BRENT A <bm1792@att.com>

Fri, Sep 28, 2012 at 8:10 AM

To: "darlandl@bloomington.in.gov" <darlandl@bloomington.in.gov>

Cc: "MCCABE, BRENT A" <bm1792@att.com>

Lynne

This letter is in regard to the vacation of Right of Way running east/west between the B-Line Trail and Gentry Street,

With Kirkwood to the north and 4th st to the south. ATT has no facilities in the right of way and no plans for future construction.

The vacation of the right of way will have no affect on ATT service provisioning.

Any questions or comments please call me on 812-334-4521

Brent McCabe
ATT OSP Engineer
4517 E Indiana Bell Ct
Bloomington In



Lynne Darland <darlandl@bloomington.in.gov>

Right-of-way

1 message

Roger Kerr <kerrr@bloomington.in.gov>

Mon, Sep 17, 2012 at 7:23 AM

To: Lynne Darland <darlandl@bloomington.in.gov>

Lynne

The Bloomington Fire Department has no prob;em with the right-of-way vacation request for 217 W Kirkwood Ave.

Thanks Chief Kerr



Lynne Darland <darlandl@bloomington.in.gov>

(no subject)

1 message

Rick Routon <routonr@bloomington.in.gov>

Mon, Oct 1, 2012 at 3:57 PM

To: Lynne Darland <darlandl@bloomington.in.gov>

Mrs. Darland,

As a representative of the Bloomington Digital Underground and the Assistant Director of Information & Technology Services I will be responding to your letter Dated September 6, 2012 for the request of right-of-way vacation of Southwest corner of W. Kirkwood Ave. & S. Morton St. (24 foot wide by 138 foot long portion of Morton Street right-of-way).

In reviewing the document that you sent from the City of Bloomington Planning Department and the Petitioner requesting the right-of-way vacation. The Bloomington Digital Underground and the City of Bloomington Information & Technology Services has no reservations with this request.

The Bloomington Digital Underground has fiber optic cable along the east side of the B-Line Trail well as the South side of Kirkwood Ave. This is just for informational purpose more then anything.

Best Regards,
Rick Routon

--

Rick Routon
Assistant Director of Information & Technology Services
P.O. Box 100 Suite 150
401 N. Morton St.
Bloomington, IN 47402
p:812.349.3856 f: 812.349.3487 c: 812.360.2913

--Please consider the environment: Do not print this e-mail unless necessary.



Board of Public Works Staff Report

Project/Event: Right of way vacation at 217 W. Kirkwood

Staff Representative: Rick Alexander

Petitioner/Representative: REI Investments

Date: October 1, 2012

Report: REI is requesting that the city vacate the 12' wide east/west alley right of way between Gentry and the B-Line Trail. This section is also between Kirkwood and West 4th and west of the Chase Bank. In fact, the Chase Bank's old drive-up building crosses the referenced alley. The plan calls for relocating the bank building and building a new Marriott Hotel at this location .

Recommendation and Supporting Justification: Planning staff sent notices to area utilities and other city entities and found no conflict with the right of way vacation. The construction of the hotel will generate jobs, as will the new hotel itself, resulting in a public benefit to the community. Action needed by the Board of Public Works is to send a recommendation to the city council to either retain the right of way or vacate it.

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

Richard Alexander



**City of Bloomington
Planning Department**

DEVELOPMENT REVIEW TRANSMITTAL

Date: August 27, 2012

Type of Request: right-of-way vacation

Project Name: 217 W. Kirkwood Ave. (12 foot wide alley right-of-way)

Owner: REI Investments

Location: The subject parcel is a 12 foot wide strip of alley right-of-way running east/west between the B-Line Trail and Gentry Street, with Kirkwood Avenue to the north and Fourth Street to the south. The subject parcel runs west from Gentry Street for 113.42 feet. Please see the attached site plan.

Proposed Use: The purpose of this vacation request is to allow for the construction of a hotel.

Required Approval: Common Council approval

TENTATIVE SCHEDULE

We need your comments by: **September 7, 2012**

First Common Council hearing: as scheduled

Second Common Council hearing: as scheduled

Final Common Council hearing: as scheduled

SIGNIFICANT ISSUES AND QUESTIONS

The petitioner is seeking right-of-way vacation of an alley right-of-way in order to construct a new building to be used as a hotel.

Refer to the enclosed site plans, and the petitioner's letter.

Please respond in writing concerning the effect this vacation would have upon your provision of service to this area.

Please reply in writing to: darlandl@bloomington.in.gov

Lynne Darland, AICP
Planning Department
City of Bloomington
P.O. Box 100
Bloomington, IN 47402

812-349-3529



"Providing professional land planning, design, surveying and approval processing for a quality environment."

Stephen L. Smith P.E., L.S.
Daniel Neubecker L.A.
Steven A. Brehob, B.S.Cn.T.

August 23, 2012

Pat Shay
Planning Department
Showers Building
Bloomington, Indiana

Re; Alley Vacation for Hyatt Place
Pre-Petition

Dear Pat,

This pre-petition for alley vacation is being filed in behalf of CFC (CGI Real Estate Holdings) the current owner of the adjacent parcels and REI Investments the expected purchaser of the adjacent parcels. REI Investments has filed with the Plan Commission for site plan approval for a Hyatt Place hotel on the adjacent parcels.

The right of way is the east west alley Between the B-line Trail and Gentry Street and between Fourth Street and Kirkwood Avenue as shown on the enclosed survey drawing and GIS map. The legal description of the alley is also enclosed. A key map and list of adjoining owners is also enclosed.

The City's "Procedure and Criteria" for vacation of public right of way dictate that the following items be addressed by the petitioner.

Current status and access to the property;

The alley is part of the parking lot normally associated with the Chase Bank building. The Chase Bank drive through building and drive through lanes encroach on the alley. The alley has not been open to normal public use for many decades, if ever.

Necessity for growth of the City;

Future status;

This east-west alley has been vacated and buildings constructed ½ block to the west and 1 block to the east. There is no potential for through continuity for the east west alley. The alley that remains can provide access to the individual adjoining properties.



Proposed private ownership utilization;

Vacation of the alley allows development of a hotel to serve the downtown area and the convention center located one block to the south.

Compliance with regulations;

Site plan application has been made to the Plan Commission. It is anticipated that the proposal can meet or obtain waivers or variances to all applicable regulations. The site plan approval process will be completed before hearings on the issue by the Common Council.

Relation to plans;

The hotel proposal is being developed and reviewed in context with the "Unified Development Ordinance" that is a reflection of the "Growth Policies Plan" and the subsequent "Downtown Vision and Infill Strategy". The proposal is consistent with the purpose noted in the Vision and Infill Strategy "...in order to improve downtown as a compact, walkable, and architecturally distinctive area that serves the heart of Bloomington."

Upon completion of your review, we will address any concerns and file the formal petition with the Common Council.

Very truly yours,

Stephen L. Smith
Engineer for;
REI Investments; Bloomington Hyatt Place
CFC & CGI Real Estate Holdings



"Providing professional land planning, design, surveying and approval processing for a quality environment"

Stephen L. Smith, P.E., L.S.
Daniel Neubecker, LA
Steven A. Brehob, BS.CNT.

ALLEY VACATION
LEGAL DESCRIPTION
Job No. 4851

A part of the Original Plat Bloomington In Lots, found in the Office of the Recorder, Monroe County, Indiana, and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 132; thence along the South line of Lots 132 and 131, South 89 degrees 52 minutes 44 seconds East 113.42 feet to the West line of Gentry Street; thence South 00 degrees 20 minutes 00 seconds West 11.98 feet to the North line of Lot 86; thence along the North line of Lot 86, North 89 degrees 54 minutes 46 seconds West 113.38 feet to the Northwest corner of Lot 86; thence North 00 degrees 10 minutes 37 seconds East 12.04 feet to the POINT OF BEGINNING, containing 0.03 acres more or less.

I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

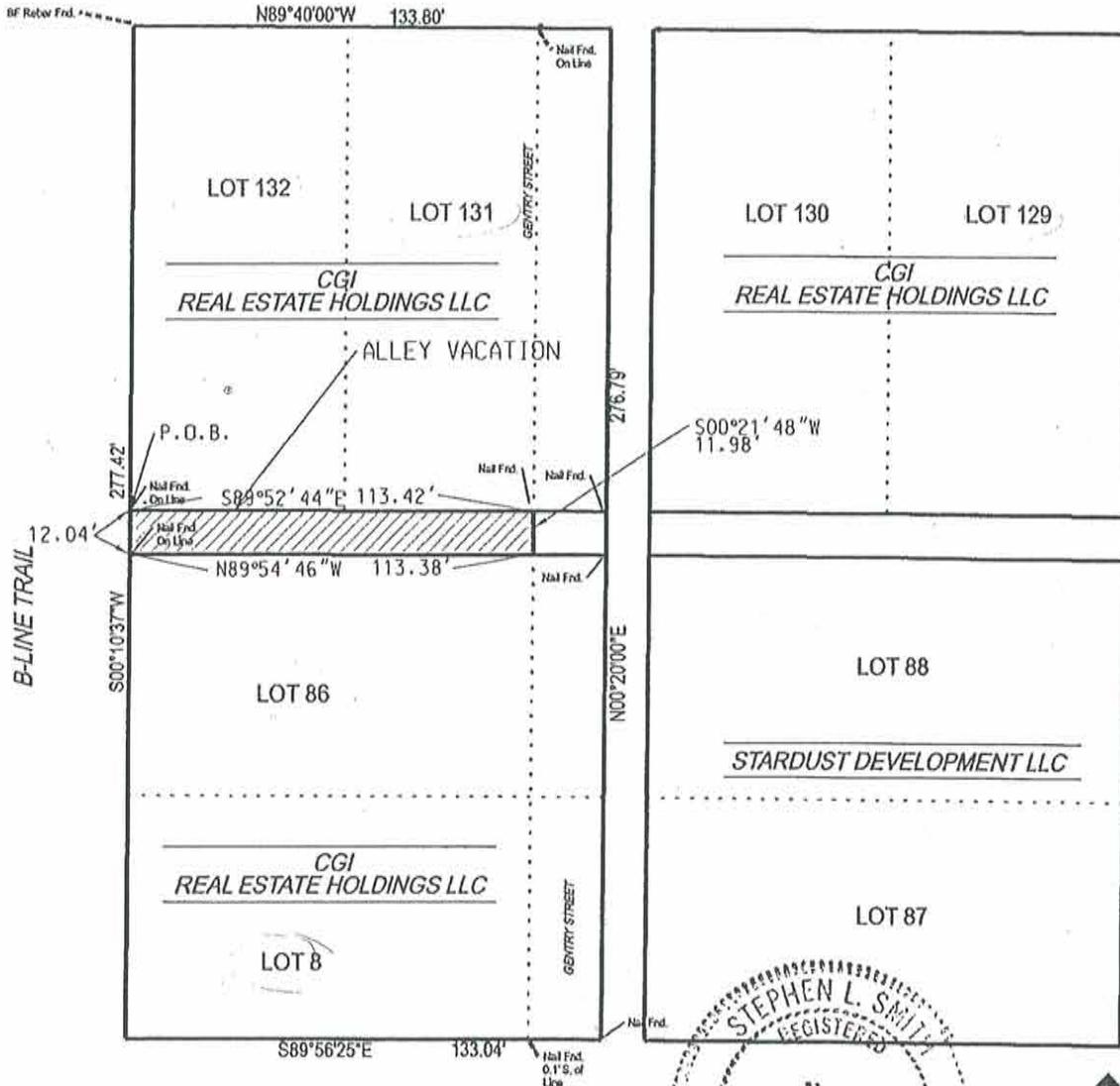
Certified this 23rd day of August 2012.



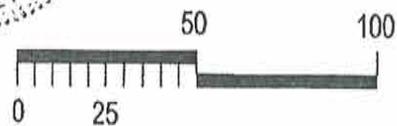
Stephen L. Smith
Registered Land Surveyor No. S0427
State of Indiana



KIRKWOOD AVE.



STEPHEN L. SMITH
REGISTERED
No. 50427
State of INDIANA
LAND SURVEYOR
8/23/12



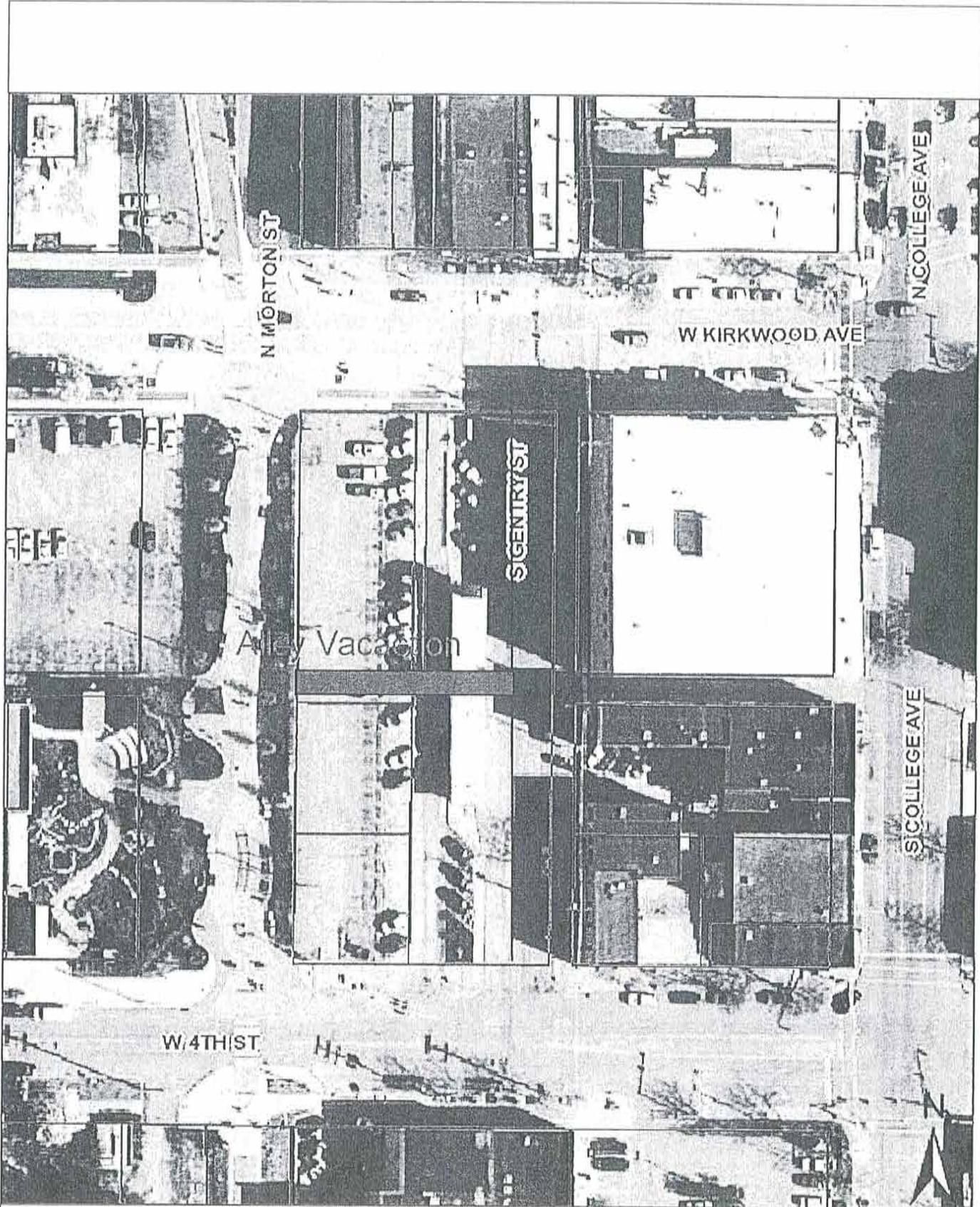
SCALE: 1"=50'

4th Street

SMITH NEUBECKER & ASSOCIATES, INC.
453 S. CLARIZZ BOULEVARD
BLOOMINGTON, INDIANA, 47401
TELEPHONE: (812) 336-6536
FAX: (812) 336-0513
WWW.SNAINC.COM



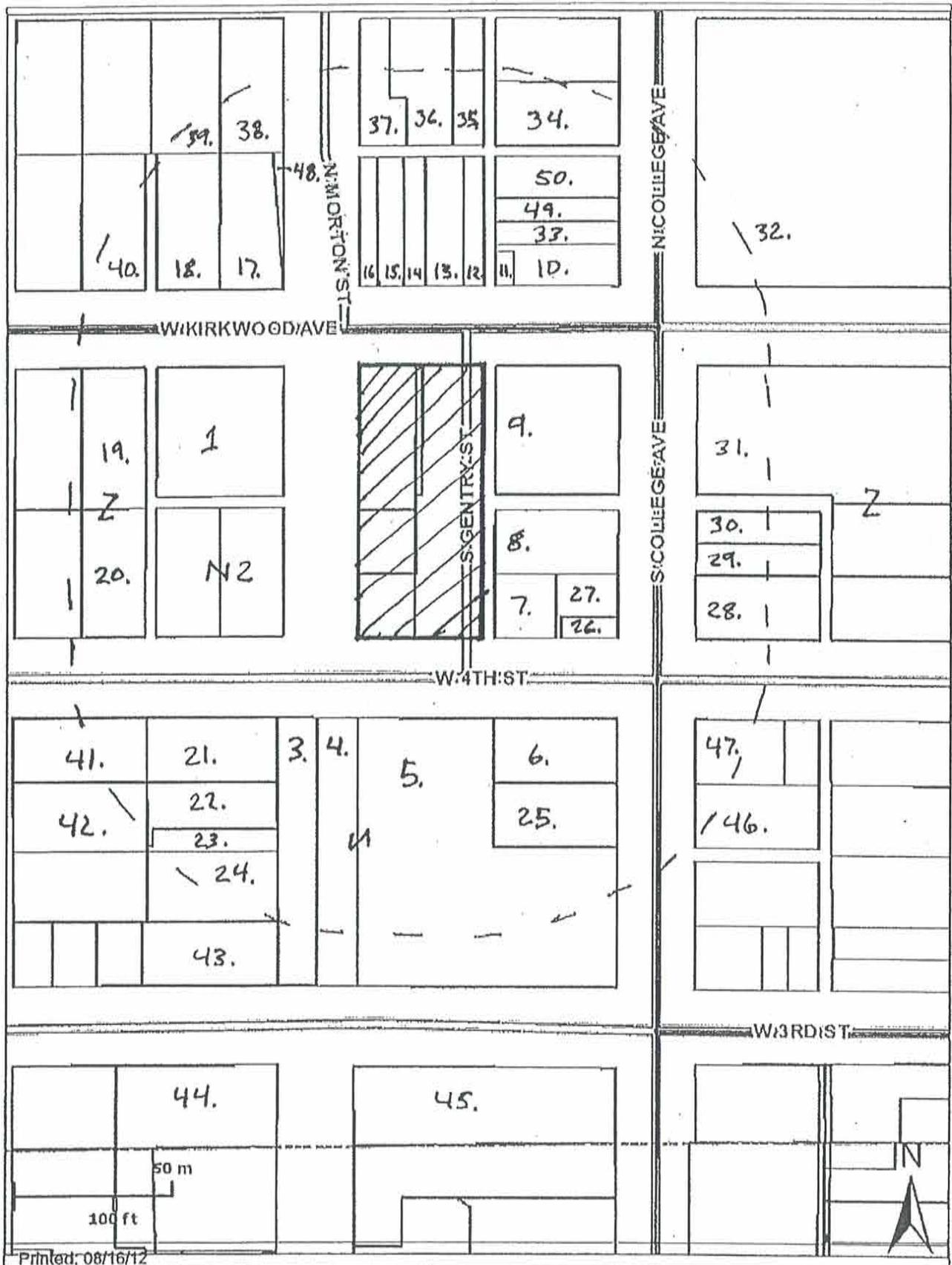
ALLEY VACATION EXHIBIT



Disclaimer:

Printed: 08/22/12

| Map # | Property Street | Parcel # | Owner Name | Owner Mailing Address | Bloomington, IN 47402 |
|-------|----------------------|--------------------------|---|---------------------------|----------------------------|
| 1 | W Kirkwood AVE | 53-05-33-310-314.000-005 | CFC Inc | Po Box 729 | Bloomington, IN 47402 |
| 2 | 308 W 4th ST | 53-05-33-310-033.000-005 | Wonderlab: Museum Of Science, Health & Technology | 116 W 6th St Ste 001 | Bloomington, IN 47402 |
| 3 | 205 S Madison ST | 53-05-33-310-321.000-005 | Indiana Gas Company, Inc. Plant Accounting | One Veetren Sq Po Box 209 | Bloomington, IN 47702-0209 |
| 4 | 216 S College AVE | 53-05-33-310-240.000-005 | Rbowa LLC | 226 S College Square | Bloomington, IN 47402 |
| 5 | 216 S College AVE | 53-05-33-310-240.000-005 | Rbowa LLC | 226 S College Square | Bloomington, IN 47402 |
| 6 | Null | | | | |
| 7 | 120 S College AVE | 53-05-33-310-081.000-005 | Stardust Development LLC | 403 E 6th St Ste 240 | Bloomington, IN 47408 |
| 8 | 114 S College AVE | 53-05-33-310-027.000-005 | Stardust Development LLC | 403 E 6th St Ste 240 | Bloomington, IN 47408 |
| 9 | 100 S College AVE | 53-05-33-310-284.000-005 | CGI Real Estate Holdings LLC | PO Box 729 | Bloomington, IN 47402 |
| 10 | 101 N College AVE | 53-05-33-310-110.000-005 | Omega Center and Lofts 103 LLC | 629 S Woodstreet Dr | Bloomington, IN 47404 |
| 11 | 210 W Kirkwood AVE | 53-05-33-310-364.000-005 | Engel, Stephen & Romald Sianhouse | 210 W Kirkwood Ave | Bloomington, IN 47404 |
| 12 | 212 W Kirkwood AVE | 53-05-33-310-256.000-005 | McConaughy, Larry & Hilde | 6550 N Connaught Rd | Bloomington, IN 47408 |
| 13 | 216 W Kirkwood AVE | 53-05-33-310-257.000-005 | Crazy Horse Properties LLC | 214 W Kirkwood Ave | Bloomington, IN 47404 |
| 14 | 220 W Kirkwood AVE | 53-05-33-310-230.000-005 | McConaughy, Larry & Hilde | 6550 N Connaught Rd | Bloomington, IN 47408 |
| 15 | 222 W Kirkwood AVE | 53-05-33-310-041.000-005 | 222 W Kirkwood LLC | 940 Clarizz Blvd Apt 25 | Bloomington, IN 47401 |
| 16 | 220 W Kirkwood | 53-05-33-310-238.000-005 | McConaughy, Larry & Hilde | 6550 N Connaught Rd | Bloomington, IN 47408 |
| 17 | 304 W Kirkwood AVE | 53-05-33-310-112.000-005 | Emore Y Orrego LLC | 304 W Kirkwood Suite 1 | Bloomington, IN 47404 |
| 18 | W Kirkwood AVE | 53-05-33-310-260.000-005 | Emore Y Orrego LLC | 304 W Kirkwood Suite 1 | Bloomington, IN 47404 |
| 19 | 314 W 4th ST | 53-05-33-310-250.000-005 | Kirkwood & Madison LLC | 750 N Daniels Way | Bloomington, IN 47404 |
| 20 | 314 W 4th ST | 53-05-33-310-250.000-005 | Kirkwood & Madison LLC | 750 N Daniels Way | Bloomington, IN 47404 |
| 21 | 205 S Madison ST | 53-05-33-310-321.000-005 | Indiana Gas Company, Inc. Plant Accounting | One Veetren Sq Po Box 209 | Evansville, IN 47702 |
| 22 | 205 S Madison ST | 53-05-33-310-321.000-005 | Indiana Gas Company, Inc. Plant Accounting | One Veetren Sq Po Box 209 | Evansville, IN 47702 |
| 23 | 205 S Madison ST | 53-05-33-310-321.000-005 | Indiana Gas Company, Inc. Plant Accounting | One Veetren Sq Po Box 209 | Evansville, IN 47702 |
| 24 | 205 S Madison ST | 53-05-33-310-321.000-005 | Indiana Gas Company, Inc. Plant Accounting | One Veetren Sq Po Box 209 | Evansville, IN 47702 |
| 25 | N College AVE | 53-05-33-310-243.000-005 | Sick, Thomas & Held, Nancy | 14443 Lansing Place | Fishers, IN 46038 |
| 26 | 122 S College AVE | 53-05-33-310-286.000-005 | LeSeure, Anna M | 1789 W Allen St | Bloomington, IN 47403 |
| 27 | 120 W 4th ST | 53-05-33-310-000.000-005 | Stardust Development LLC | 403 E 6th St Ste 240 | Bloomington, IN 47408 |
| 28 | 123 S College AVE | 53-05-33-310-022.000-005 | Nunn, Kenneth L & Leah K | 104 Franklin Rd | Bloomington, IN 47404 |
| 29 | S College AVE | 53-05-33-310-022.000-005 | Nunn, Kenneth L & Leah K | 104 Franklin Rd | Bloomington, IN 47404 |
| 30 | 125 S College AVE | 53-05-33-310-025.000-005 | Nunn, Kenneth L & Leah K | 104 Franklin Rd | Bloomington, IN 47404 |
| 31 | 101 W Kirkwood AVE | 53-05-33-310-237.000-005 | CFC Inc | PO Box 729 | Bloomington, IN 47402 |
| 32 | 100 W Kirkwood AVE | 53-05-33-310-118.000-005 | Board Of Commissioners Monroe County | Monroe County Courthouse | Bloomington, IN 47404 |
| 33 | 105 N College AVE | 53-01-34-995-000.000-005 | Goldwater, Alan J & Jones, Stanley C & Leslie J Polit | 940 S Clarizz Apt 25 | Bloomington, IN 47401 |
| 34 | 117 N College AVE | 53-05-33-310-228.000-005 | CFC Inc | Po Box 729 | Bloomington, IN 47402 |
| 35 | 215 W 6th ST | 53-05-33-310-024.000-005 | McNeely, John B Revocable Trust | 7187 S Ketcham Rd | Bloomington, IN 47403 |
| 36 | 217 W 6th ST | 53-05-33-310-331.000-005 | McNeely, John B Revocable Trust | 7187 S Ketcham Rd | Bloomington, IN 47403 |
| 37 | 223 W 6th ST | 53-05-33-310-212.000-005 | Little Zaigreb Property LLC | 3434 Homestead Dr | Bloomington, IN 47401 |
| 38 | 304 W Kirkwood AVE | 53-05-33-310-139.000-005 | Emore Y Orrego LLC | 304 W Kirkwood Suite 1 | Bloomington, IN 47404 |
| 39 | 309 W 6th ST | 53-05-33-310-120.000-005 | Emore Y Orrego LLC | 304 W Kirkwood Suite 1 | Bloomington, IN 47404 |
| 40 | 314 W Kirkwood AVE | 53-05-33-310-259.000-005 | Augenbergs, Uldis E & Susan K | 7588 ShadySide Rd | Bloomington, IN 47401 |
| 41 | 205 S Madison ST | 53-05-33-310-321.000-005 | Indiana Gas Company, Inc. Plant Accounting | One Veetren Sq Po Box 209 | Evansville, IN 47702-0209 |
| 42 | 205 S Madison ST | 53-05-33-310-321.000-005 | Indiana Gas Company, Inc. Plant Accounting | One Veetren Sq Po Box 209 | Evansville, IN 47702-0209 |
| 43 | 205 S Madison ST | 53-05-33-310-321.000-005 | Indiana Gas Company, Inc. Plant Accounting | One Veetren Sq Po Box 209 | Evansville, IN 47702-0209 |
| 44 | W 3rd St Bloomington | 53-05-33-300-008.000-005 | Monroe Co Convention Center Bldg Corp | 302 S College Ave | Bloomington, IN 47403 |
| 45 | 302 S College AVE | 53-05-33-300-024.001-005 | Monroe Co Convention Center Bldg Corp | Po Box 220 | Bloomington, IN 47402 |
| 46 | 209 S College AVE | 53-05-33-310-175.000-005 | Grace Jackson LLC | 815 NE 89th St | Miami, FL 33138 |
| 47 | 201 S College AVE | 53-05-33-310-177.000-005 | Khan, Tariq | 1019 E 1st St | Bloomington, IN 47401 |
| 48 | 107 N College AVE | 53-05-33-310-135.000-005 | 14th & College Holdings LLC | 500 Water Street C910 | Jacksonville, FL 32202 |
| 49 | 107 N College AVE | 53-05-33-310-111.000-005 | Gallaeger, Thomas G | 107 N College Ave | Bloomington, IN 47404 |
| 50 | 109 N College AVE | 53-05-33-310-317.000-005 | TDDM LLC | 437 S College | Bloomington, IN 47403 |



Printed: 08/16/12

Disclaimer:

Hyatt Place # 4851



205 S. Madison St
Bloomington, In.47403

October 1, 2012

Lynne Darland
Planning Department
City of Bloomington
P.O. Box 100
Bloomington, IN 47402

Subject: Right-of-way vacation, 217 W. Kirkwood Ave., located between 4th Street and Fifth Street west of College Ave., W. Kirkwood Ave. and S. Morton Street.

Lynne Darland

After reviewing the site plan, Vectren Energy has a 4" plastic gas main facility within the street right-of-way of S Gentry running north/south between 4th Street and Fifth Street.

Vectren Energy does not have any gas main facility in the 12 foot wide strip of alley running east/west between the B-Line Trail and Gentry Street.

Vectren Energy does not have any gas main facility in the 24 foot wide by 138 feet long portion of Morton Street right-of-way strip running north/south between Kirkwood Ave and the Wonderlab gardens.

If you have any questions please call or e-mail me.

Sincerely,

Doug Anderson
Gas Distribution Engineering Technician-Southeast Division
VECTREN ENERGY DELIVERY of INDIANA, INC.
205 S. Madison Street, Bloomington Indiana 47403
Office: 812-330-4009
Fax: 812-330-4057
Cell: 812-360-3972
E-mail: danderson@vectren.com



Lynne Darland <darlandl@bloomington.in.gov>

southwst corner of w kirkwood ave and s morton st row vacation

1 message

MCCABE, BRENT A <bm1792@att.com>

Fri, Sep 28, 2012 at 8:23 AM

To: "darlandl@bloomington.in.gov" <darlandl@bloomington.in.gov>

Cc: "MCCABE, BRENT A" <bm1792@att.com>

This letter is in regard to the vacation of ROW running north/south between original plat lot #133 and the B-Line Trail,

With W Kirkwood Ave to the north and Wonderland Gardens to the south.

Att has no facilities in the ROW and no plans for future construction. The vacation of the ROW will have no affect on

ATT service provisioning.

Any questions or comments please call me on 812-334-4521.

Brent McCabe
ATT OSP Engineer
4517 E Indiana Bell Ct
Bloomington In



Lynne Darland <darlandl@bloomington.in.gov>

Right-of-way vacation

1 message

Roger Kerr <kerrr@bloomington.in.gov>
To: Lynne Darland <darlandl@bloomington.in.gov>

Tue, Sep 25, 2012 at 12:23 PM

Lynne

The Bloomington fire Department has no issues with the vacation of right-of-way for the project at the corner of W. Krikwood and Morton for CFC properties.

Thanks Chief Kerr



DUKE ENERGY
1100 W 2nd St
Bloomington, IN 47403

SEP 19 2012

September 17, 2012

Lynne Darland
Planning Dept.
City of Bloomington
P.O. Box 100
Bloomington, IN 47402

Re: SW corner of W. Kirkwood Ave. and S. Morton St.

Lynne Darland,

Currently the facilities that are in the area are there at the request of the property owner of Lot 133 for the purpose of lighting their parking lot. We do not oppose the right-of-way vacation.

If you have any questions, please contact me at 812-337-3035 or at Kerry.Ducker@duke-energy.com.

Sincerely

Kerry B. Ducker
Senior Distribution Engineering Specialist

Cc: jad

September 11, 2012

Lynne Darland
Planning Department
P.O. Box 100
Bloomington, In 47402

Lynne Darland,

I have reviewed the request for the Morton Street right-of-way vacation, located between 4th and 5th Streets dated 9-6-2012.

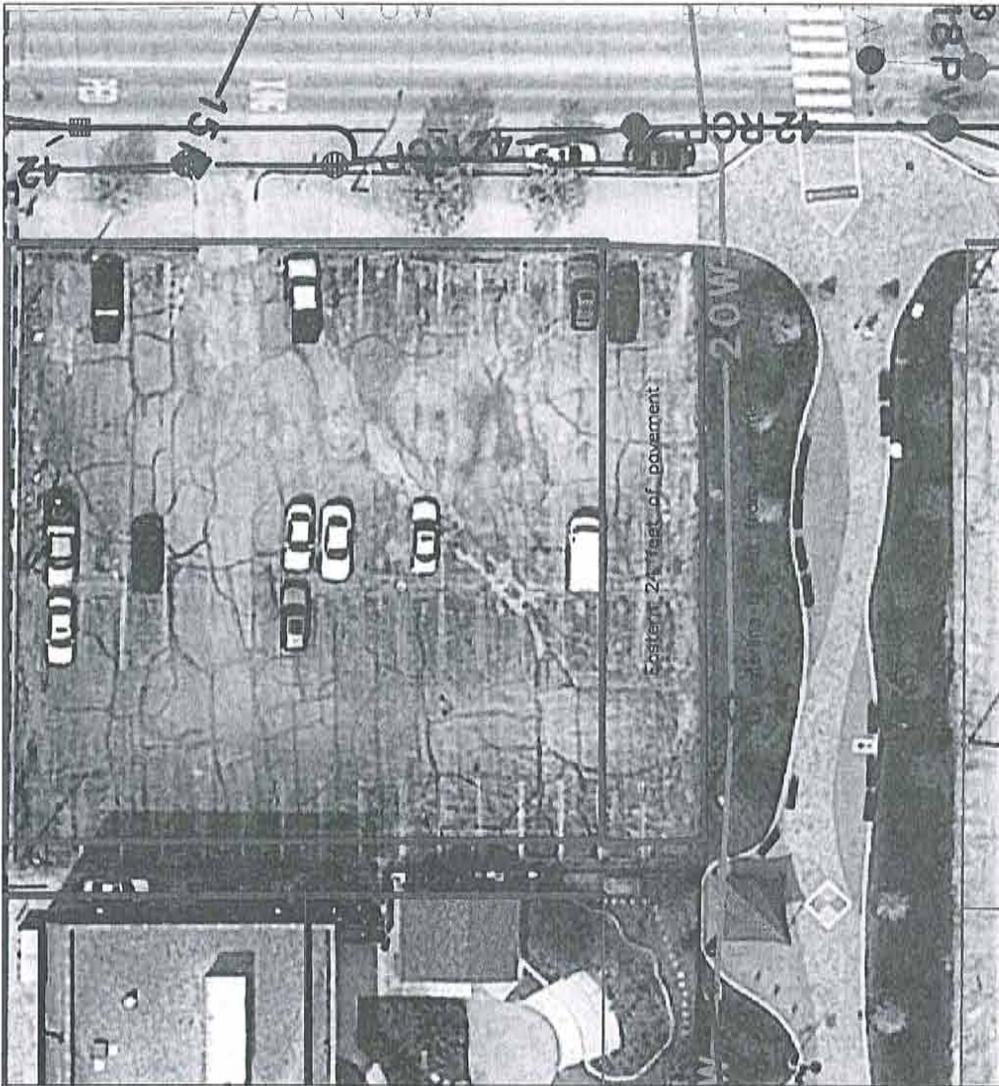
As was mentioned in the DRC meeting of 9-4-2012, City of Bloomington Utilities has a 20 inch diameter waterline located in this area. In discussing the pipe location and size with Mike Bengtson Assistant Director of Engineering, Tom Axsom Superintendent of Operations, and Troy Powell Senior Project Coordinator, it is the consensus of CBU that an easement of 20 feet in width (being 10 feet on each side of the waterline) would be required to ensure adequate working room for repair or replacement of said waterline.

The 24 feet of right-of-way requested is the east 24 feet of the paved parking lot. The waterline is located approximately 6 feet east of the east edge of pavement of the parking lot. We would therefore be in favor of A.) vacating the western 20 feet of the requested 24 foot strip, or B.) vacating the entire 24 feet, with an exclusive 4 foot wide waterline easement along the eastern portion of the 24 foot strip, executed, prior to vacating.

The next issue has to do with the building being relocated. It measures 8.75' wide at the foundation, and has 4.25' of cantilevered roof on each side. We would not allow the cantilevered portion to be within the easement, as the safe operation of the equipment required for any repair would be jeopardized by the overhead obstruction.

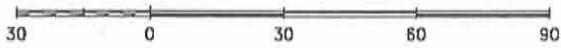
If you have any questions or if I can be of additional assistance, feel free to contact me at: (812) 349-3628 or carterm@bloomington.in.gov.

Respectfully,
Michael Carter
City of Bloomington Utilities Dept.
Project Coordinator
Easements/Acquisitions



CFC Request for 24 foot R/W Vacation
 Area is the Eastern 24 feet of the parking lot
 20 inch waterline is approx. 6 feet East of pavement

By: cartarm
 11 Sep 12



For reference only; map information NOT warranted.

City of Bloomington Utilities



Scale: 1" = 30'



Lynne Darland <darlandl@bloomington.in.gov>

Development review transmittal

1 message

Michael Diekhoff <diekhofm@bloomington.in.gov>

Tue, Sep 11, 2012 at 10:33 AM

To: Lynne Darland <darlandl@bloomington.in.gov>

Lynn,

I'm ok with the right of way vacation for Morton st.

Mike

Michael Diekhoff
Chief of Police
Bloomington Police Department
220 E. 3rd Street
Bloomington, Indiana 47401
812-339-4477

"The mission of the Bloomington Police Department is to safeguard life and property while respecting diversity, encouraging civility, solving problems, and maintaining a high standard of individual integrity and professionalism."



Lynne Darland <darlandl@bloomington.in.gov>

Vacation of 217 W. Kirkwood Ave.

1 message

Rick Routon <routonr@bloomington.in.gov>
To: Lynne Darland <darlandl@bloomington.in.gov>

Fri, Sep 14, 2012 at 2:48 PM

Mrs. Darland,

As a representative of the Bloomington Digital Underground and the Assistant Director of Information & Technology Services I will be responding to your letter Dated August 27, 2012 for the request of right-of-way vacation of 217 W. Kirkwood Ave (12 foot wide alley right-of-way).

In reviewing the document that you sent from the City of Bloomington Planning Department and the Petitioner requesting the right-of-way vacation. The Bloomington Digital Underground and the City of Bloomington Information & Technology Services has no reservations with this request.

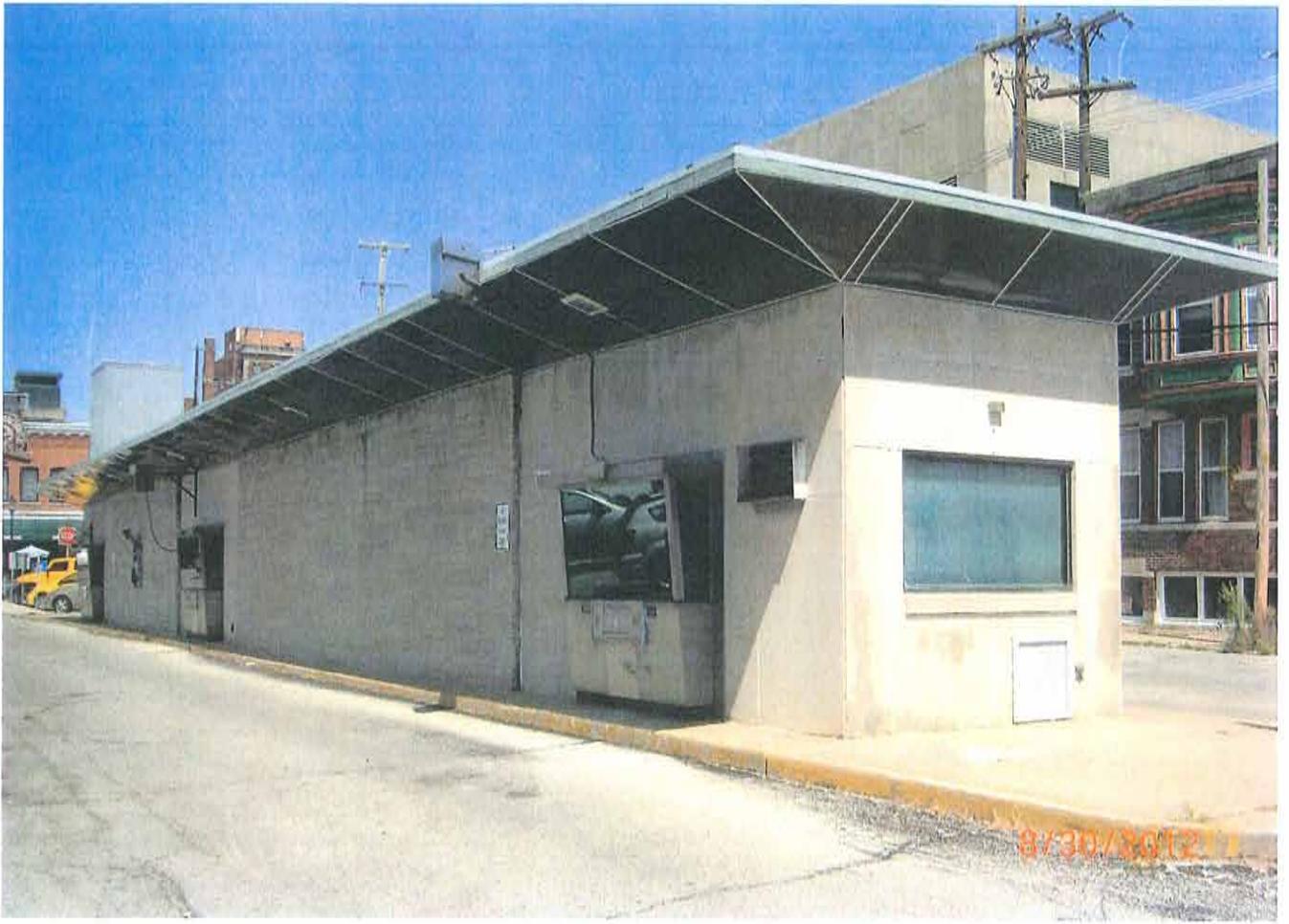
The Bloomington Digital Underground has fiber optic cable along the east side of the B-Line Trail. This is just for informational purpose more then anything.

Best Regards,
Rick Routon

--
Rick Routon
Assistant Director of Information & Technology Services
P.O. Box 100 Suite 150
401 N. Morton St.
Bloomington, IN 47402
p:812.349.3856 f: 812.349.3487 c: 812.360.2913

--Please consider the environment: Do not print this e-mail unless necessary.







Board of Public Works Staff Report

Project/Event: Sign Retroreflectivity Upgrades INDOT-LPA Force Account Contract

Petitioner/Representative: n/a

Staff Representative: Adrian Reid

Date: 10/09/2012

Report:

In 2009, the City was awarded MPO HSIP funding for sign retroreflectivity upgrades. The City chose to conduct signage replacement for various regulatory signs in an area specified in the enclosed contract. This work will be paid for out of a force account to which we will bill material orders. HSIP funding requires 10% participation by the City in matching funds.

Recommendation and Supporting Justification: Staff recommends approval of the INDOT-LPA force account contract so that we can commence with replacement of regulatory signs.

Recommend Approval Denial by

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

STATE – LOCAL PUBLIC AGENCY CONTRACT
CONSTRUCTION OF FEDERAL AID PROJECT BY FORCE ACCOUNT

EDS No.: A249-13-320247

Des. No.: 1006383

THIS CONTRACT is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the STATE of Indiana, acting by and through the Indiana Department of Transportation, hereinafter referred to as the "STATE", and the Local Public Agency, City of Bloomington, hereinafter referred to as the "LPA".

WITNESSETH

WHEREAS, the LPA desires to upgrade approximately 2,100 existing regulatory and warning signage in the City to meet federal requirements for sign retroreflectivity and is to be designated as Indiana Project No. 1006383;

WHEREAS, the State will recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State as found in Title 23, United States Code;

WHEREAS, it is in the best interest of the LPA and the STATE for the LPA to accomplish the project under Force Account.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the LPA and the STATE mutually covenant and agree as follows:

1. The LPA's share of the cost shall be the total amount of the entire cost of the project (\$ 99,584.53) less the amount contributed by the Federal Government through (\$ 89,626.08) Federal Aid (90 percent federal participation).
2. The LPA shall use its regular construction and maintenance employees to perform the work necessary to complete this project. A complete listing of the items are shown in Appendix "A" and "B" which are attached to this Contract and are made an integral part of this document.
3. The LPA shall comply with the applicable conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the regulations issued pursuant thereto, and (3) the policies and procedures promulgated by the STATE and Federal Highway Administration relative to the project.
4. The LPA shall complete all work covered in this Contract within 180 calendar days after the STATE's written notification to proceed. If a time extension is required, the LPA shall promptly request a time extension from the STATE and state the reason for the

request. The STATE shall consider the LPA's request and if it concurs, it will notify the LPA in writing.

5. A. General.

1. Notice is hereby given to the LPA that failure to carry out the requirements set forth in 49 CFR, Sec. 23.43(a) shall constitute a breach of contract and, after notification, may result in termination of the contract or such remedy as the STATE deem appropriate.

2. The referenced section requires the following policy and Disadvantaged Business Enterprise (DBE) obligation to be included in all subsequent contracts between the LPA and vendors or suppliers.

a. It is the policy of the Indiana Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently the DBE requirements of the 49 CFR, Part 23, apply to this contract.

b. The LPA agrees to ensure the disadvantaged business enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this contract. In this regard, the LPA shall take all necessary and reasonable steps, in accordance with 49 CFR, Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for, and perform contracts. The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Federal assisted contracts.

3. As part of the LPA's equal opportunity affirmative action program it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize Disadvantaged Business Enterprise, vendors or suppliers.

B. Definitions

The following definitions apply to this section.

1. "Disadvantaged Business Enterprise" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. "Small Business Concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
3. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian- Pacific Americans, or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
4. "Woman Business Enterprises" means a small business concern: (a) which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (b) whose management and daily operations are controlled by one or more of the women who own it.
5. Women Business Enterprises (WBE) are included in the Indiana Department of Transportation Disadvantaged Business Enterprise Program. However, WBEs are not to be considered and may not be utilized to comply with Disadvantaged Business Enterprise (DBE) requirements unless the woman or women are socially and economically disadvantaged individuals.
6. "Certified Disadvantaged Business Enterprises" and "Certified Woman Business Enterprises" means the business has completed and filed with the Indiana Department of Transportation a request for certification, and that the business has been reviewed and determined to comply with the guidelines established in 49 CFR, Part 23. Businesses which are determined to be eligible will be certified as a Disadvantaged Business Enterprise (DBE), a Woman Business Enterprise (WBE), or a Disadvantaged and Women Business Enterprise.

C. Affirmative Actions

The LPA agrees to establish and conduct a program which will enable Disadvantaged and women Business Enterprises to be considered fairly as suppliers under this contract. In this connection the LPA shall:

1. Designate a liaison officer who will administer the LPA's Disadvantaged Business Enterprise program.
2. Ensure that known Disadvantaged and Women Business Enterprises will have an equitable opportunity to compete for subcontracts, so as to facilitate the participation of Disadvantaged and Women Business Enterprises.

3. Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of Disadvantaged and Women Business Enterprises, (2) awards to Disadvantaged and Women Business Enterprises on the source list, and (3) specific efforts to identify and award contracts to Disadvantaged and Women Business Enterprises.
4. Cooperate with the STATE in any studies and surveys of the LPA's Disadvantaged Business Enterprise procedures and practices that the STATE may from time to time conduct.
5. Submit periodic reports of subcontracting to known Disadvantaged and Women Business Enterprises with respect to the records referred to in Subparagraph (3) above, in such form and manner and at such times as the STATE may prescribe.

D. Leases and Rentals

1. The LPA shall notify the Indiana Department of Transportation when purchases or rental of equipment (other than leases for hauling) are made with disadvantaged or woman businesses. The information submitted shall include the name of the business, the dollar amount of the transaction, and the type of purchase made or type of equipment rented.

E. DBE Program

Unless otherwise specified in this Contract, the DBE Program developed by the STATE and approved by the Federal Highway Administration applies to this Contract.

6. The plans, specifications and special provisions shall be subject to the approval of the STATE and the Federal Highway Administration.
7. The LPA shall provide competent and adequate engineering, testing and inspection service to insure the performance of the work is in accordance with the accepted standards for the work covered by this Contract. The LPA, through its engineers and inspectors, shall make reports to the State as to the progress and performance of the work at such times as the State may require. The engineers and inspectors assigned to the project by the LPA shall supplant and take the place of the project engineers and inspectors usually assigned to construction projects by the State. The State's supervising engineers will supervise the work the same as on other construction contracts. In the event that the engineering and inspection service to be performed by the LPA shall, in the opinion of the State, be incompetent or inadequate the State shall have the right to supplement the engineering and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA.

8. The LPA shall receive payment for the work performed under this Contract as set forth in Appendix "B" which is attached to this Contract and made an integral part of this document. The LPA may submit one claim voucher per calendar month for work covered by this Contract. The claim voucher shall be sent to the Indiana Department of Transportation's District Office. The claim voucher shall represent the reimbursable federal cost of the value of the work completed as of the date of the claim voucher. The LPA shall attach thereto a summary of each pay item in Appendix "B", percentage completed, and prior payments. The STATE will withhold five percent (5%) of the amount otherwise payable until all work covered by this Contract is completed, the construction record complete and approved by the STATE. No partial payments for lump sum pay items may be claimed. When claiming costs, the LPA shall certify by its responsible officer and/or engineer that those costs represented by the subject billing represent work physically completed. Upon approval of the voucher by the STATE, the STATE will request Federal-Aid funds from the Federal Highway Administration for the amount of the subject voucher. Upon receipt of Federal-Aid funds, the STATE will make payment to the LPA.
9. The LPA shall pay the STATE for expenses incurred in supervising the project according to the terms in Section 7 less the amount eligible for Federal-aid reimbursement.
10. If, for any reason, the STATE is required to repay to the Federal Highway Administration the sum or sums of Federal funds paid to the LPA through the STATE under the terms of this Contract, then the LPA will repay to the STATE such sum or sums upon receipt of a billing from the STATE. Payment for any and all costs incurred by the LPA, which are not eligible for Federal funding shall be the sole obligation of the LPA.
11. The LPA's share of the project cost shall be the amount as determined by the procedure outlined in Sections 8, 9 and 10 of this Contract. From the LPA's share thus computed, there shall be deducted all previous payments made by the LPA to the STATE. Billings to the LPA shall be due and payable 30 days from date of billing by the STATE. If the LPA has not paid the full amount due within 60 days past the due date, the STATE shall be authorized to proceed in accordance with IC 8-14-1-9 to compel the Auditor of the STATE of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to the Indiana Department of Transportation's account.
12. The LPA, prior to final acceptance of the project by the STATE and the Federal Highway Administration, shall place and maintain informational, regulatory, and warning signs or other markings and traffic signals necessary for proper traffic operations in the vicinity of the project subject to the approval of the STATE and the concurrence of the Federal Highway Administration. The LPA shall not open the project to traffic for unrestricted use until all appropriate traffic control devices, either temporary or permanent, are installed and functioning properly. Both temporary and permanent traffic control devices shall conform to the National Manual on Uniform Traffic Control Devices.

13. After the completion of the construction work in accordance with the plans and specifications and the approval thereof by the LPA, the STATE and Federal Highway authorities, the LPA shall provide all maintenance, satisfactory to the STATE and the Federal Highway Administration, at the LPA's expense.
14. During the contract period and for three (3) years from the date of final payment the LPA shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times for inspection by the Federal Highway Administration, the STATE, or other authorized representatives of any unit providing money for the project and copies thereof shall be furnished if requested.
15. The LPA agrees to indemnify, defend, exculpate, and hold harmless INDOT, its officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone on or off the right-of-way arising out of, or resulting from the work covered by this Contract or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration, or removal of any equipment or material, to the extent of negligence of the LPA, including any claims arising out of the Workmen's Compensation Act or any other law, ordinance, order, or decree. The LPA agrees to pay all reasonable expenses and attorney fees incurred by or imposed on INDOT in connection herewith in the event the LPA shall default under the provisions of this Section. Notwithstanding the proceeding provisions of this Section, the obligation of the LPA to indemnify, defend, exculpate and hold harmless shall only arise if the LPA also would be liable under I.C. 34-13-3. Further, the liability of the LPA shall be limited by the provisions of I.C. 34-13-3-4.
16.
 - A. Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the LPA and its subcontractor, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.
 - B. The LPA in the performance of the work under this Contract shall comply with the United States Department of Transportation regulations which follow:

During the performance of this Contract, the LPA for itself, its assignee and successors in interest agrees as follows:

 - (1) Compliance with Regulations: The LPA will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

- (2) Nondiscrimination: The LPA, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the ground of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix "B" of the Regulations.
- (3) Solicitation for Subcontractors, Including Procurement of Materials and Equipment: In all solicitation either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex or national origin.
- (4) Information and Report: The LPA will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the STATE shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the LPA under the Contract until the LPA complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) Incorporation of Provisions: The LPA will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any subcontract or procurement as the STATE or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request

the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

- (7) Non-Segregated Facilities: By the execution of this contract the LPA certifies that it does not maintain or provide for its employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The LPA certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The LPA agrees that a breach of this certification is a violation of the Equal Opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. The LPA agrees that (except where they have obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), the LPA will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontractors or the consummation of material supply contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that the LPA will retain such certifications in their files.

17. If this Contract is for \$100,000.00 or more the LPA
- A. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - B. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - C. Stipulates that as a condition of Federal-aid pursuant to this Contract it shall notify the STATE and Federal Highway Administration of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

Modification/Entire Contract. This contract may be amended from time to time hereafter only in writing executed by INDOT and LPA, and submitted to the Attorney General of Indiana for approval as to form and legality. No verbal change, modifications, or amendment shall be effective, unless in writing and signed by INDOT and LPA and approved by the Attorney General. These provisions hereof constitute the entire contract between the parties hereto and supersede any verbal statements, representations or warranties stated or implied.

Governing Laws. This contract shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in the State of Indiana.

Maintaining a Drug-Free Workplace, Executive Order #90-5. LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. LPA will give written notice to the State within ten (10) days after receiving actual notice that an employee of LPA has been convicted of a criminal drug violation occurring in the LPA's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this contract is in excess of \$25,000.00, LPA hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of the contract shall be made, and no contract, purchase order or contract, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the LPA and made a part of the contract or contract as part of the contract documents.

LPA certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in LPA's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notify all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraph (A) through (E) above.

Subsequent Acts. INDOT and LPA agree that they will, at any time and from time to time, from and after the execution of this Contract, upon request, perform or cause to be performed such acts, and execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such documents as may be reasonably required for the performance by the parties hereto of any of their obligations under this Contract.

Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the contract, the contract shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Non-Waiver. No delay or failure by INDOT or LPA to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Headings. Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

Assignment. This Contract shall be binding upon and shall inure to the benefits of INDOT and LPA, their legal representatives, successors and assigns; provided, however, that because this Contract is personal to each of the parties hereto, no party hereto may sell, assign, delegate or transfer this Contract or any portion thereof, including, without limitation, any rights, title, interests, remedies, powers, and/or duties hereunder without the express written consent of the other party.

Severability. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.

Attorney General Approval. This Contract shall not be effective unless and until approved by the Attorney General of Indiana, or an authorized representative, as to form and legality.

Authorizations. Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

Conflict of Interest.

As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party” means:

The individual executing this Contract;

An individual who has an interest of three percent (3%) or more of LPA, if LPA is not an individual; or

Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Transportation.

“Commission” means the State Ethics Commission.

The Department may cancel this Contract without recourse by LPA if any interested party is an employee of the State of Indiana.

The Department will not exercise its right of cancellation under section B above if LPA gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.

LPA has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that LPA knows or reasonably could know.

Force Majeure, Suspension and Termination. In the event that either INDOT or LPA is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be

immediately suspended. If the period of non-performance exceeds thirty (30) days from receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may be given written notice to terminate this Contract.

Substantial Performance. This Contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

Debarment and Suspension. LPA certifies, by entering into this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this contract by any federal agency or department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of LPA.

Ethics. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code § 4-2-6-12.

Compliance with Telephone Solicitations Act.

As required by IC 5-22-3-7:

- (1) the LPA and any principals of the LPA certify that
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations], or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
2. The LPA and any principals of the LPA certify that an affiliate or principal of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or principal of the LPA:
 - (A) except for de minimis and nonsystematic violations, has not violated the terms of 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

- (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

Compliance with EFT / Direct Deposit.

As required by IC 4 – 13 – 2 – 14.8

Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State or submits invoices to the state for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the State to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited.

For forms and additional information, the contractor may visit the Auditor of State's website at www.in.gov/auditor/forms

Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or contract to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this contract other than that which appears upon the face of the contract.

The remainder of this page is intentionally left blank.

Insofar as authorized by law this Contract shall be binding upon the parties hereto, their successors or assigns, including, if this contract is in excess of \$25,000, Paragraph 18 "Maintaining a Drug-free Workplace Executive Order #90-5".

THIS CONTRACT shall not be effective unless and until approved by the Attorney General of Indiana, or his authorized representative, as to legality and form.

IN WITNESS WHEREOF, the STATE of Indiana and the LPA, through their respective officials, have hereto executed this contract.

CITY OF BLOOMINGTON

Mark Kruszyn, Mayor
Print or type name and title

[Signature] 10-1-2012
Signature and date

Print or type name and title

Signature and date

Print or type name and title

Signature and date

Attest

Auditor or Clerk Treasurer

This instrument prepared by:
Brenda E. Fox
September 26, 2012

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 10-1-12

STATE OF INDIANA
Department of Transportation

Recommended for approval by:

Robert D. Cales, Director
Contract Administration Division

Date: _____

Executed by:

Michael B. Cline, Commissioner (FOR)

Date: _____

Department of Administration

Robert D. Wynkoop, Commissioner

Date: _____

State Budget Agency

Adam M. Horst, Director

Date: _____

Approved as to Form and Legality:

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

Date: _____

APPENDIX "A"

Project Description:

The purpose of the City of Bloomington Sign Retroreflectivity Upgrade project (DES# 1006383) is to upgrade approximately 2,100 existing regulatory signs in Zone 1 (see map) to meet federal requirements for sign retroreflectivity. Zone 1 is an east-west band across the middle of the City and encompasses a large part of downtown Bloomington and Indiana University campus. Signs will be replaced by the City of Bloomington Traffic Division in the same respective locations they exist now except in instances, such as with one-way signs, which allow signs to share the same post with another sign.

The City of Bloomington proposes to accomplish these replacements with HSIP funding using an INDOT force account.

Traffic Sign Inventory

| | | |
|----------------------------|---------|---------------------------|
| <input type="checkbox"/> R | R1-1 | Stop Signs |
| <input type="checkbox"/> R | R1-2 | Yield |
| <input type="checkbox"/> R | R12-1 | Weight Limit |
| <input type="checkbox"/> R | R2-1 | Speed Limit |
| <input type="checkbox"/> R | R4-7 | Keep Right |
| <input type="checkbox"/> R | R5-1 | Do Not Enter |
| <input type="checkbox"/> R | R5-1 A | Wrong Way |
| <input type="checkbox"/> R | R5-2 | No Trucks |
| <input type="checkbox"/> R | R6-1L/R | One Way - Shared Post |
| <input type="checkbox"/> R | R6-2L/R | One Way - Non-Shared Post |
| <input type="checkbox"/> P | R7-31 A | No Parking |



**City of
Bloomington**

Municipal Boundary

City Traffic Signal

AUG 11 2012

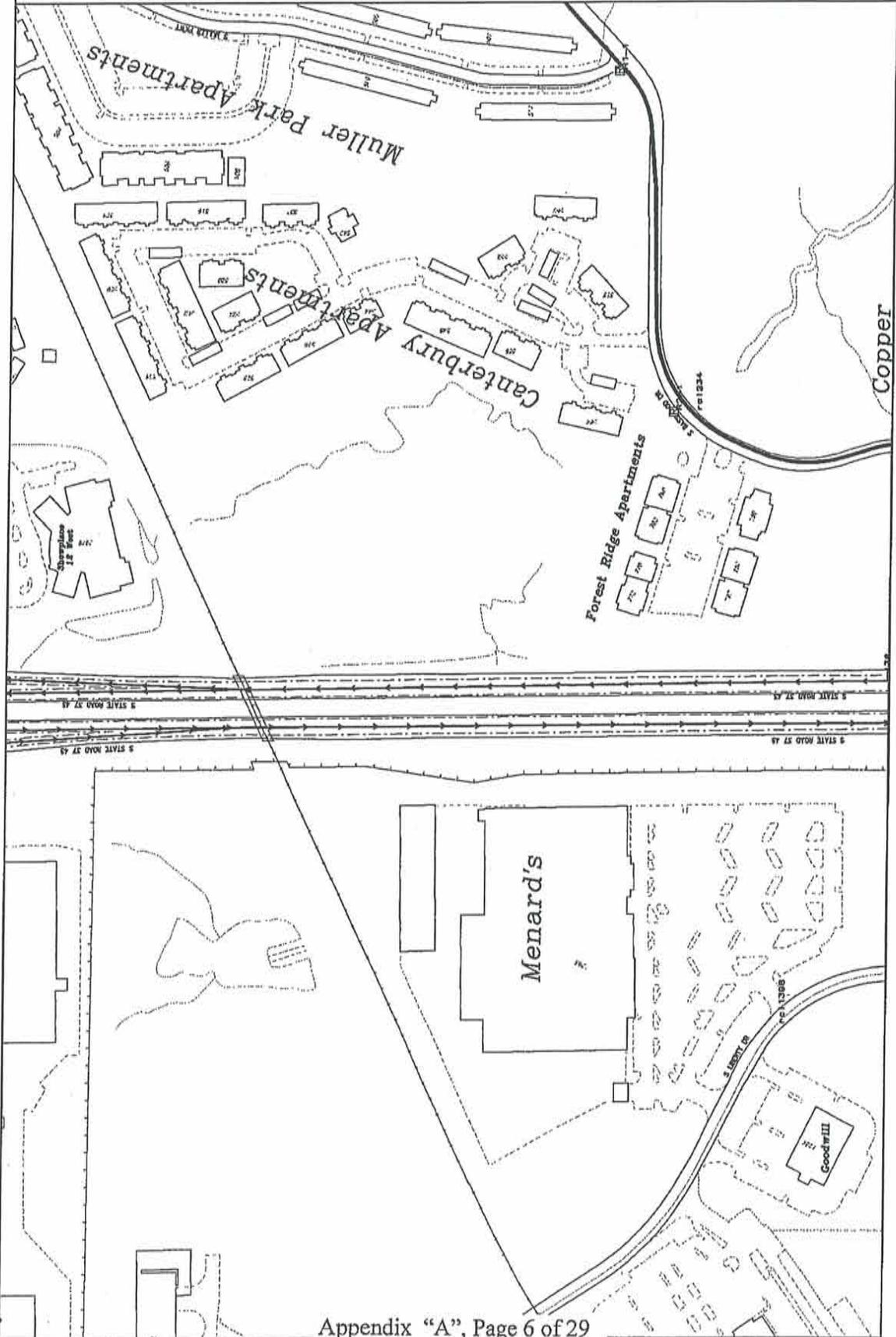


Scale: 1" = 200'



| | | | |
|-----|-----|-----|-----|
| 145 | 145 | 145 | 145 |
| 14 | 25 | 25 | 25 |
| 144 | 144 | 144 | 144 |
| 10 | 24 | 24 | 24 |
| 143 | 143 | 143 | 143 |
| 12 | 23 | 23 | 23 |

Parcel: m11
Page: 21





City of
Bloomington

Municipal Boundary

City Traffic Signal

Aug 11 2012

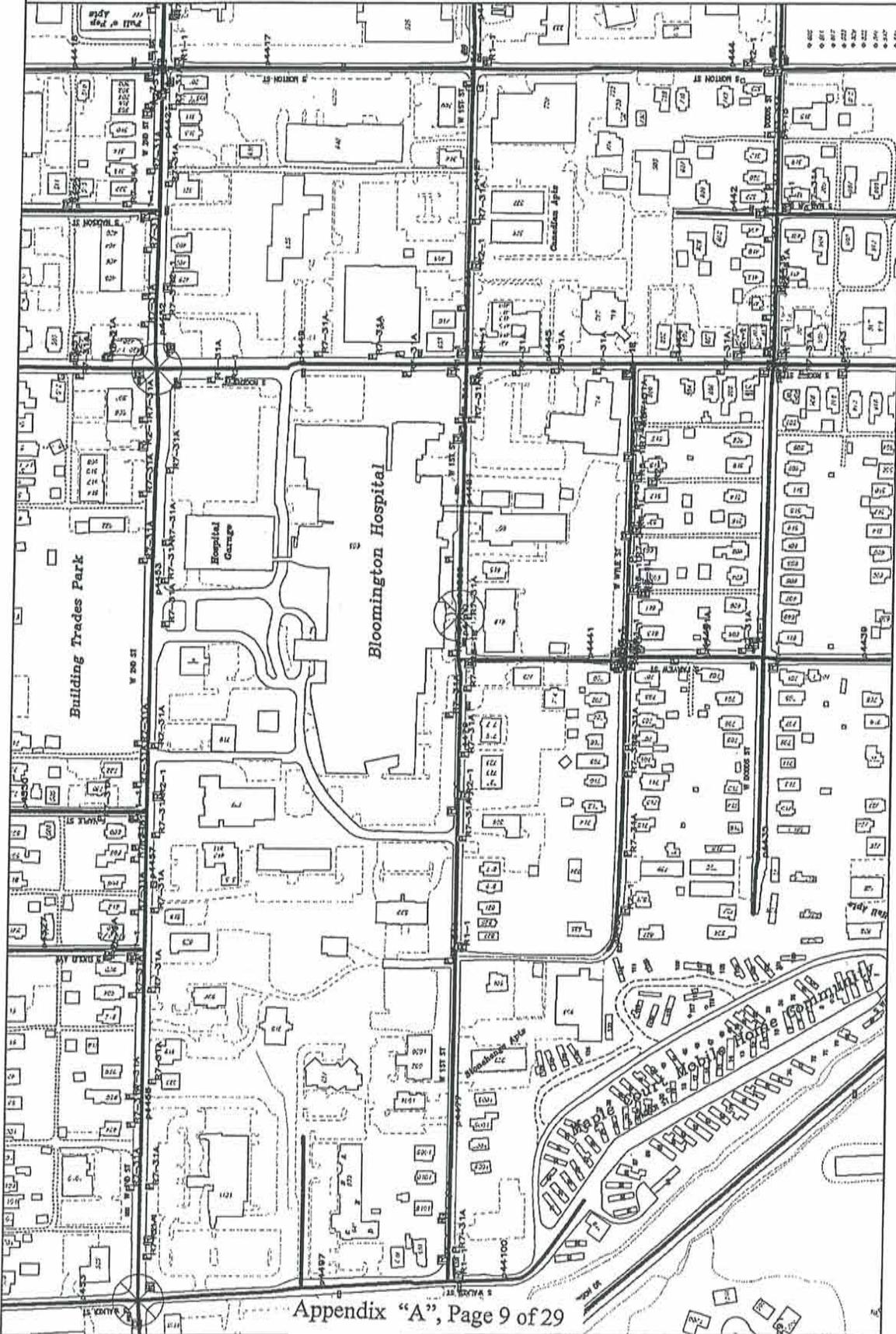


Scale: 1" = 200'



| | | | | |
|------------------|-----|-----|-----|-----|
| Platted Page Key | | | | |
| 045 | 045 | 045 | 045 | 045 |
| 52 | 72 | 91 | | |
| 044 | 044 | 044 | 044 | 044 |
| 51 | 71 | 90 | | |
| 043 | 043 | 043 | 043 | 043 |
| 50 | 70 | 89 | | |

Panel: p11
Pages: 71
Towns: 8





City of
Bloomington

Municipal Boundary

City Traffic Signal

Aug 11 2012



Scale: 1" = 200'

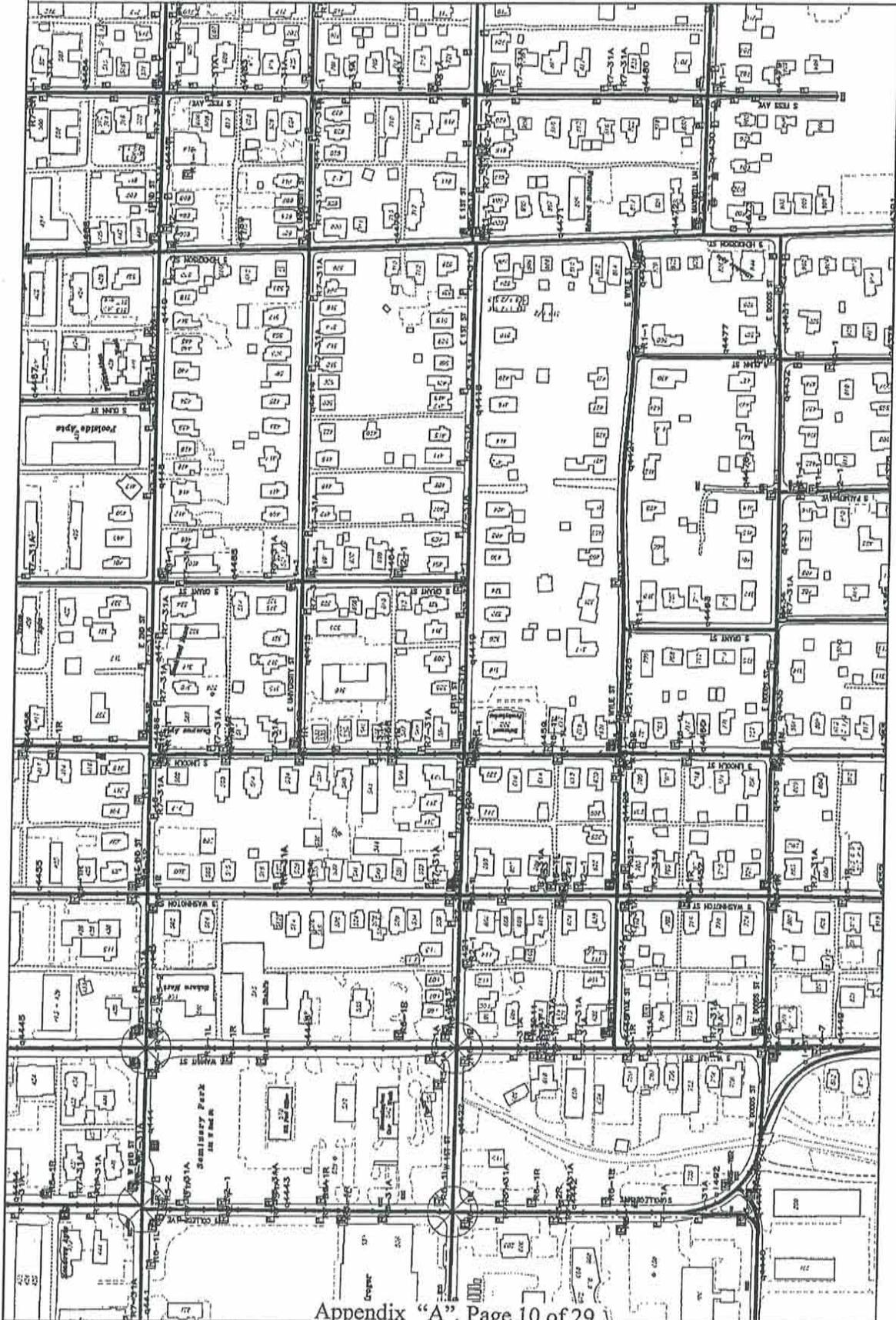


Printed Page Box

| | | | |
|-----|-----|-----|-----|
| P45 | 945 | P45 | 108 |
| 72 | 944 | 107 | 108 |
| P44 | 944 | 107 | 107 |
| P43 | 943 | 107 | 108 |
| 70 | 943 | 108 | 108 |

Panel: 611
Page: 90

Truss



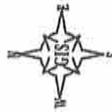


City of
Bloomington

Municipal Boundary

City Traffic Signal

Aug 11 2012

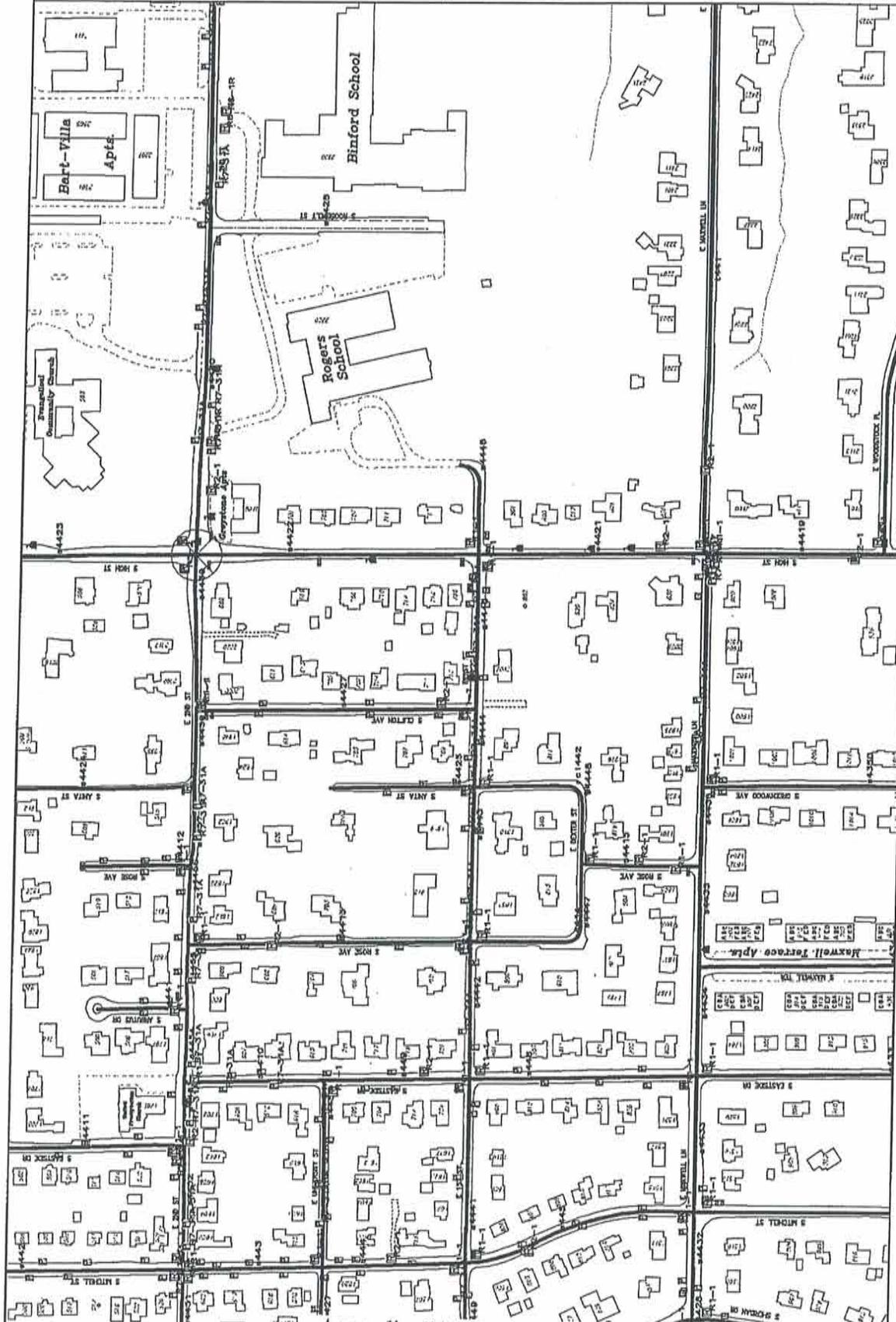


Scale: 1" = 200'



| Parcel Page Key | |
|-----------------|-----|
| 145 | 145 |
| 108 | 126 |
| 144 | 144 |
| 107 | 124 |
| 143 | 143 |
| 106 | 123 |
| | 140 |

Parcel: 811
Page: 121





City of
Bloomington

Municipal Boundary

City Traffic Signal

Aug 11 2012



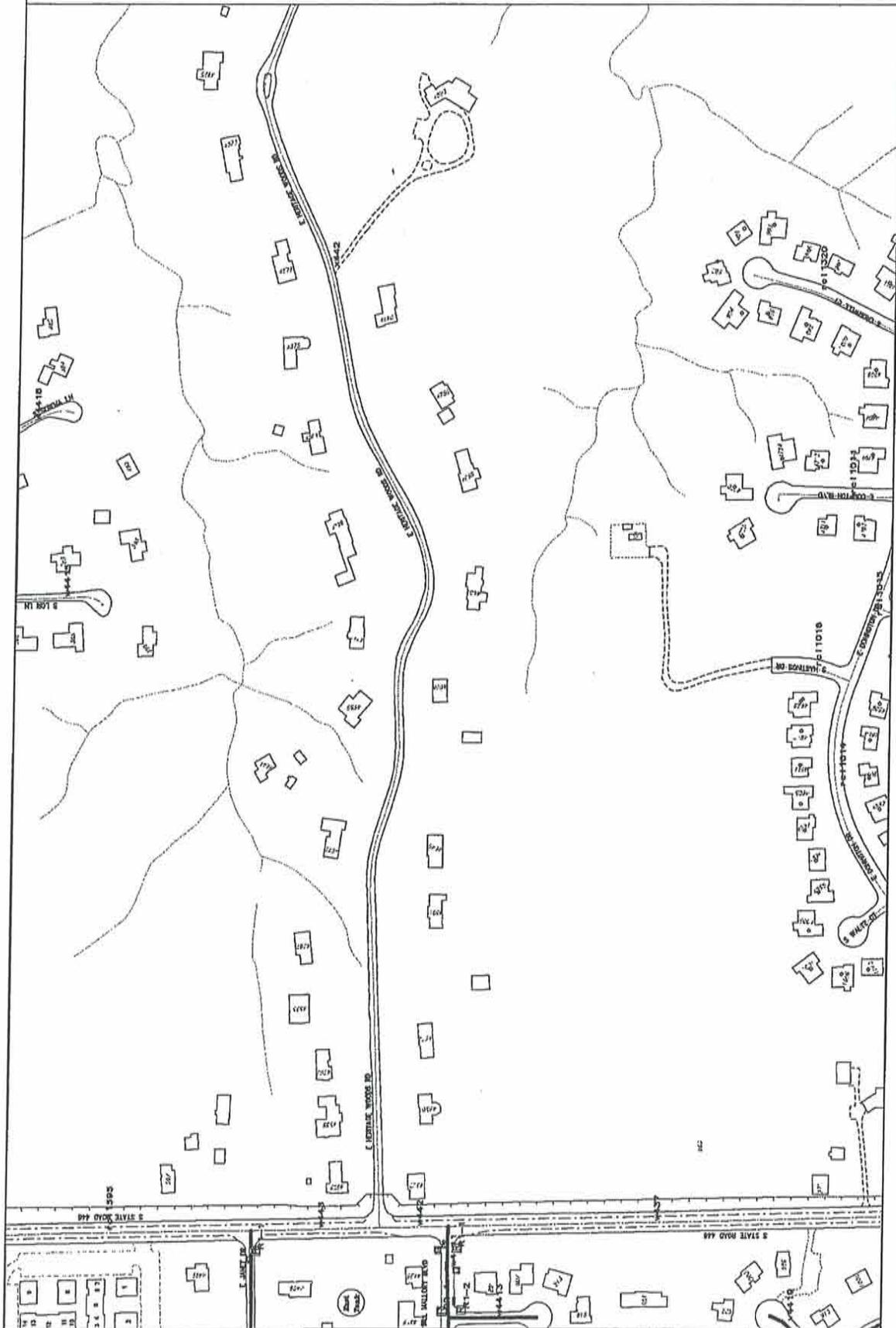
Scale: 1" = 200'



Panel Page Key

| | | | |
|-----|-----|-----|------|
| V45 | W45 | X45 | G105 |
| 168 | 175 | 174 | G105 |
| V44 | W44 | X44 | G105 |
| 167 | 174 | 174 | G105 |
| V43 | W43 | X43 | G184 |
| 166 | 173 | 173 | G184 |

Panel: W11
Page: 17



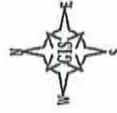


City of Bloomington

Municipal Boundary

City Traffic Signal

Aug 11 2012



Scale 1" = 200'



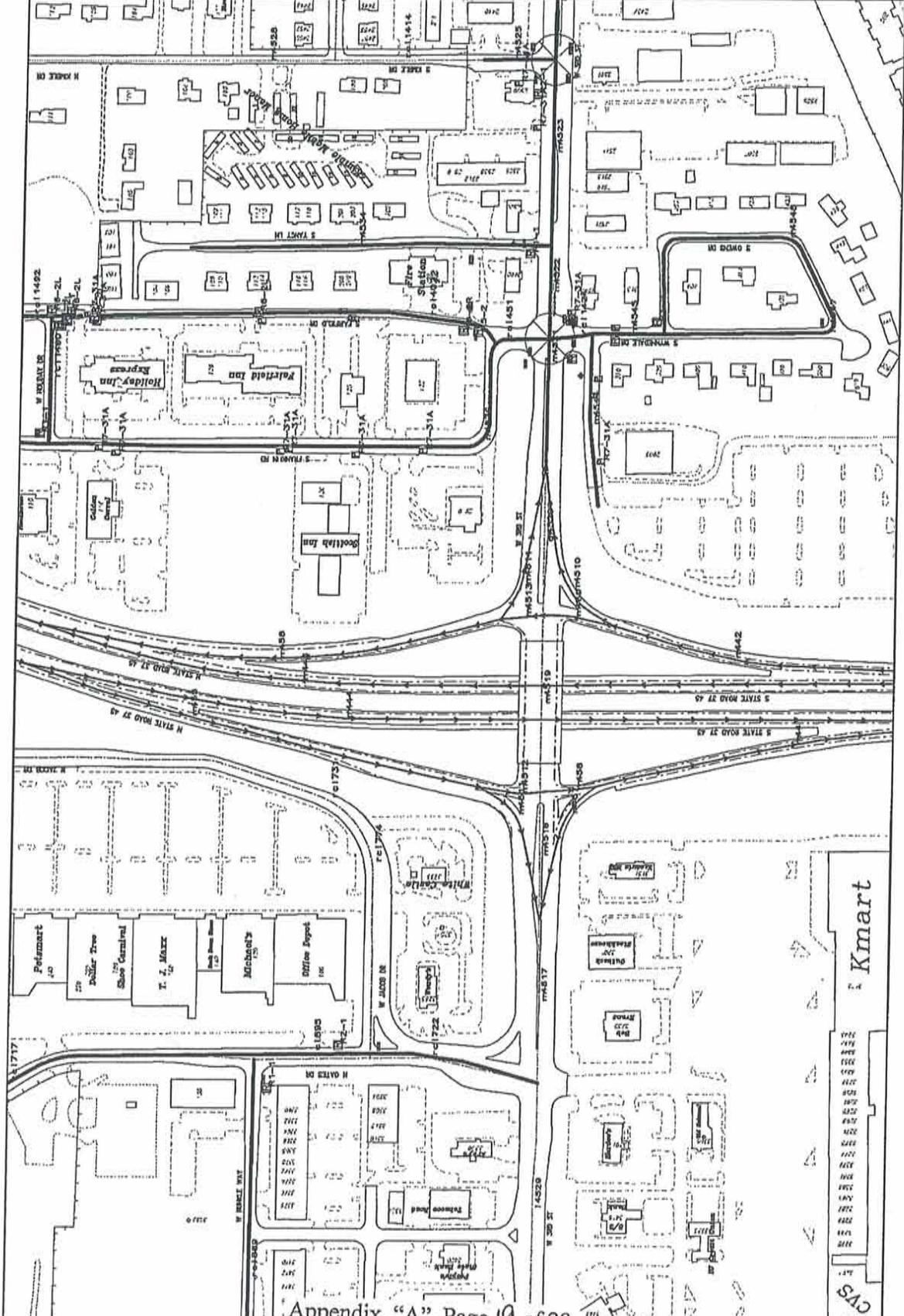
Panel Page Key

| | | |
|-----|-----|-----|
| 146 | 145 | 144 |
| 15 | 14 | 13 |
| 46 | 45 | 44 |
| 37 | 38 | 35 |

Panel: 1117

Page: 33

TownB



CVS

Kmart



City of
Bloomington

Municipal Boundary



City Traffic Signal

Aug 11 2012



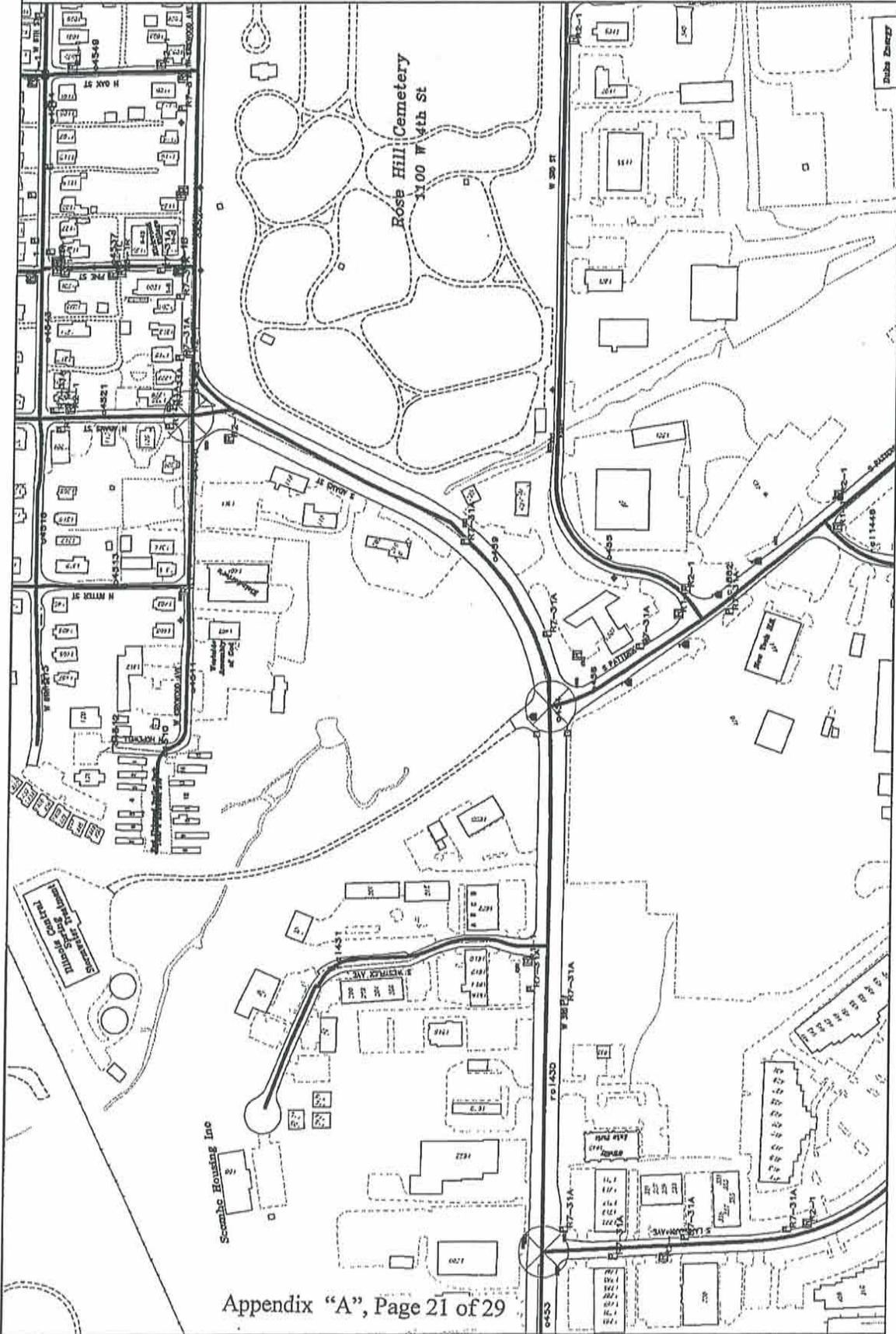
Scale: 1" = 200'



Paired Page Key

| | | |
|-----|-----|-----|
| 046 | 045 | 048 |
| 37 | 63 | 73 |
| 045 | 045 | 045 |
| 35 | 52 | 72 |
| 044 | 044 | 044 |
| 35 | 51 | 71 |

Parcel: 013
Page: 32
Town: B





City of Bloomington

Municipal Boundary



City Traffic Signal

Aug 11 2012



Scale 1" = 200'



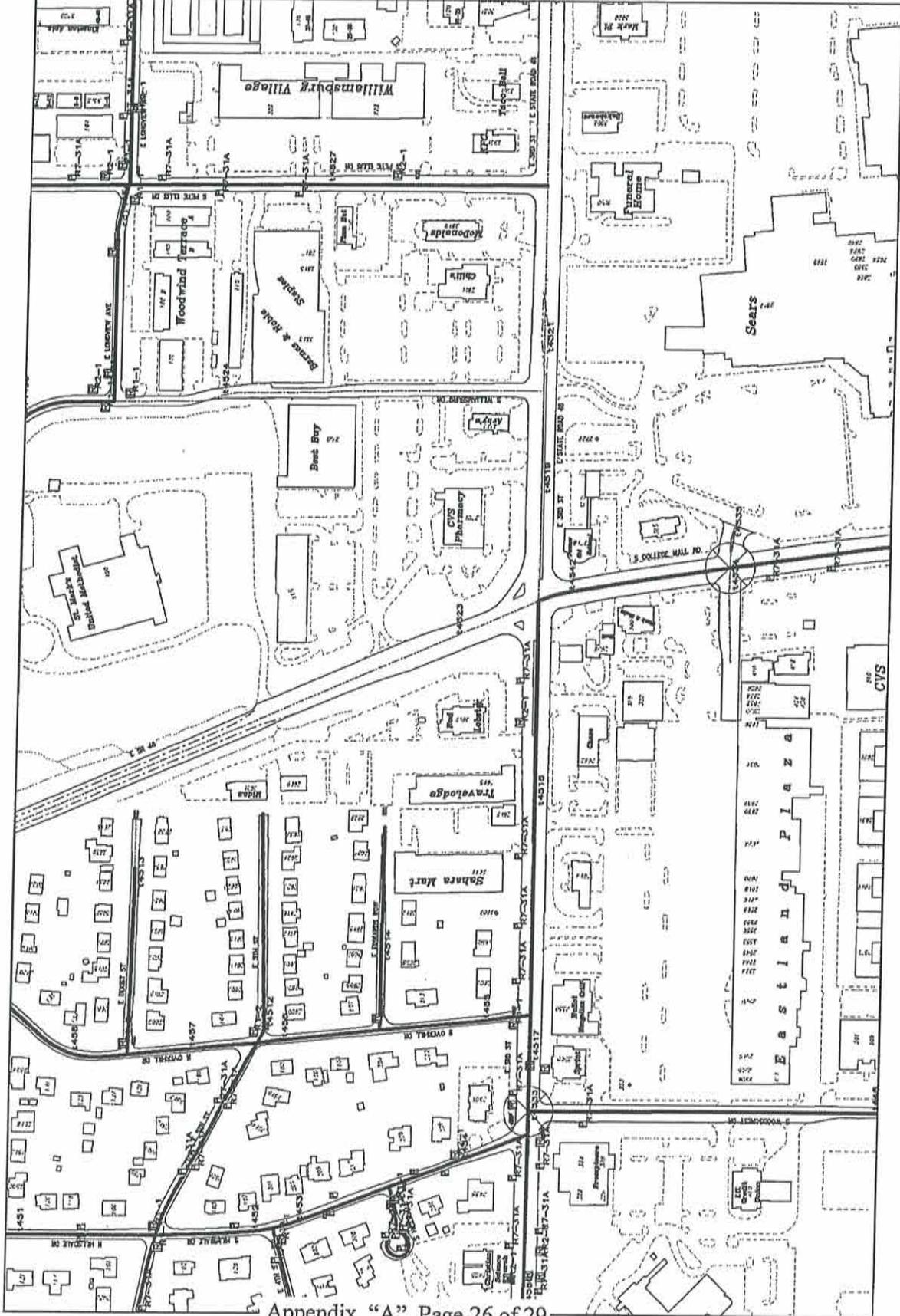
Parcel Page Key

| | | |
|-----|-----|-----|
| 948 | 146 | 148 |
| 128 | 143 | 138 |
| 945 | 145 | 145 |
| 125 | 142 | 157 |
| 944 | 144 | 144 |
| 124 | 141 | 156 |

Parcel: 115

Page: 112

Town: 8





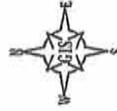
City of Bloomington

Municipal Boundary



City Traffic Signal

VIII 11 2012



Scale 1" = 200'



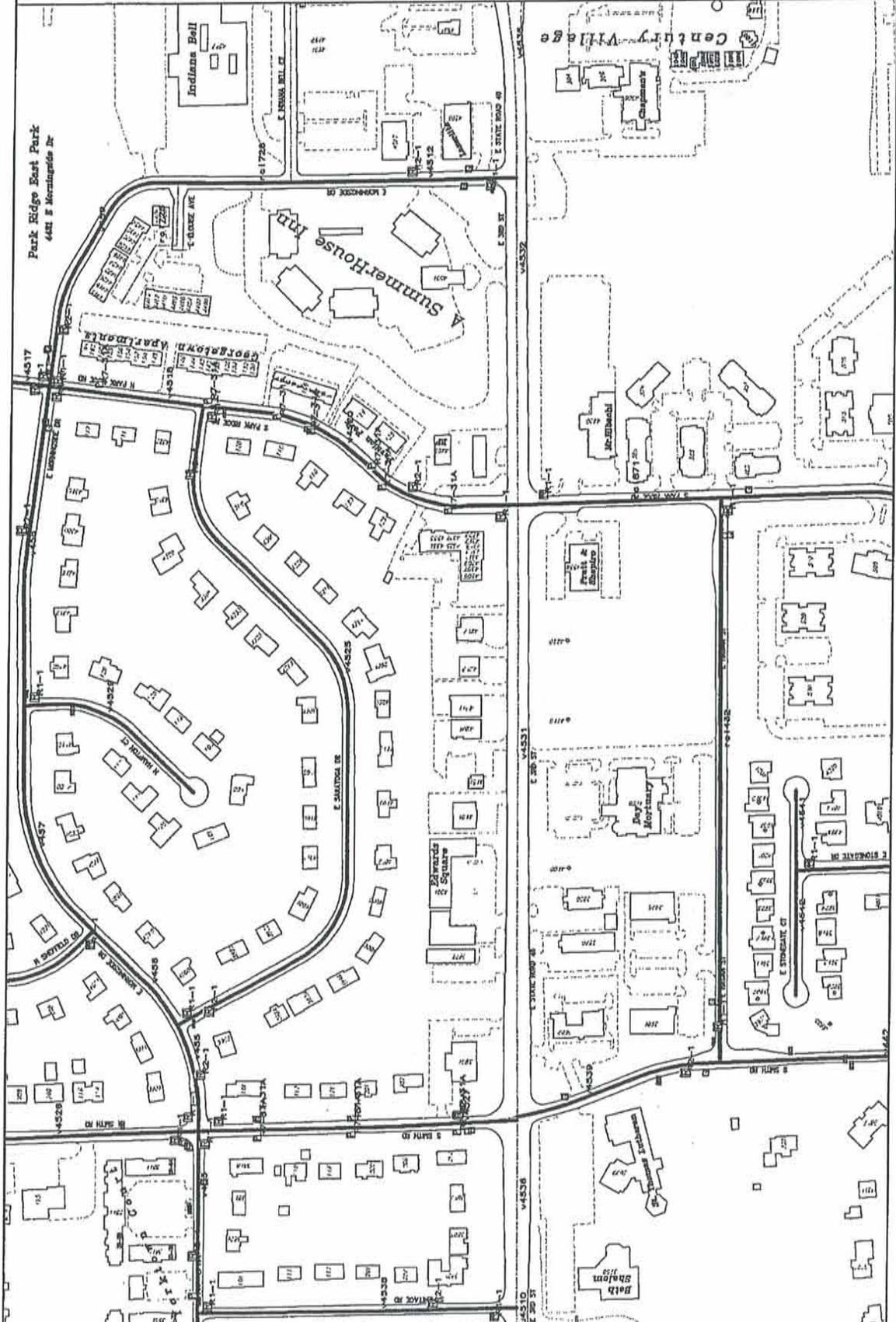
Parcel Usage Key

| | | |
|-----|-----|-----|
| U48 | U48 | U45 |
| 188 | 188 | 178 |
| U45 | U45 | U45 |
| 157 | 168 | 175 |
| U44 | U44 | U44 |
| 168 | 187 | 174 |

Parcel: A 17

Page: 163

Form B





City of Bloomington

Municipal Boundary

City Traffic Signal

AUG 11 2012



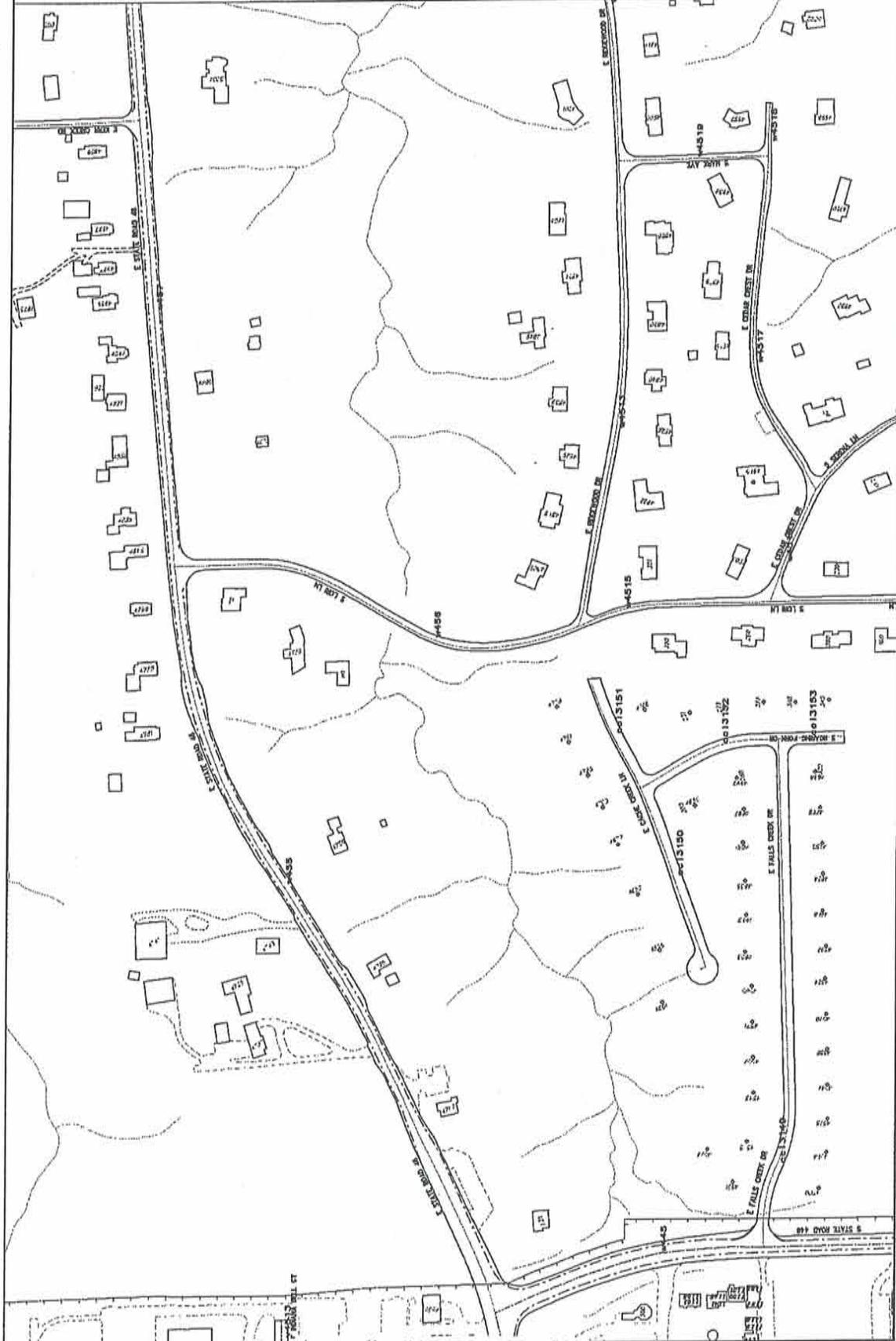
Scale 1" = 200'



| | | | |
|-----|-----|-----|-----|
| W48 | W49 | X48 | X49 |
| 188 | 189 | 178 | 179 |
| W45 | W46 | X45 | X46 |
| 186 | 187 | 175 | 176 |
| W44 | W44 | X44 | X44 |
| 187 | 174 | 174 | 186 |

Panel: W13
Page: 175

1/2006



APPENDIX "B"

Compensation:

1. The City of Bloomington shall receive as payment for the work performed under this Agreement an amount not to exceed \$ 99,584.53.
2. The following pages are Progress Estimate sheets that will be submitted with the required LPA Invoice-Voucher to be used as the basis of payment for the project.

| | Sign Type | MUTCD Code | Quantity | Material Cost | Labor Cost | Total |
|----|---------------------------------|------------|----------|---------------|------------|--------------|
| 1 | Speed Limit | R2-1 | 221 | \$ 20.00 | \$ 11.24 | \$ 6,904.04 |
| 2 | Stop Signs | R1-1 | 605 | \$ 28.13 | \$ 11.24 | \$ 23,818.85 |
| 3 | One-Way Signs (Not Shared Post) | R6-2 (L&R) | 36 | \$ 13.50 | \$ 11.24 | \$ 890.64 |
| 4 | One-Way Signs (Shared Post) | R6-1 (L&R) | 406 | \$ 13.50 | \$ 5.62 | \$ 7,762.72 |
| 5 | Keep Right | R4-7 | 8 | \$ 20.00 | \$ 11.24 | \$ 249.92 |
| 6 | Yield | R1-2 | 10 | \$ 28.13 | \$ 11.24 | \$ 393.70 |
| 7 | Weight Limit | R12-1 | 5 | \$ 20.00 | \$ 11.24 | \$ 156.20 |
| 8 | No Trucks | R5-2 | 15 | \$ 28.13 | \$ 11.24 | \$ 590.55 |
| 9 | No Parking | R7-31A | 744 | \$ 10.00 | \$ 11.24 | \$ 15,802.56 |
| 10 | Do Not Enter | R5-1 | 39 | \$ 28.13 | \$ 11.24 | \$ 1,535.43 |
| 11 | Wrong Way | R5-1A | 8 | \$ 20.00 | \$ 11.24 | \$ 249.92 |
| | Long Posts | | 300 | \$ 65.00 | | \$ 19,500.00 |
| | Short Posts | | 530 | \$ 41.00 | | \$ 21,730.00 |
| | | | | | | |
| | | | | | | \$ 99,584.53 |

Fee Justification:

Labor cost is per sign cost based on two (2) City workers replacing 4 signs per hour with a labor rate of \$22.47/hour.

The project savings utilizing a force account is XXXXXXXXXXXX or XXXX%.



Board of Public Works Staff Report

Project/Event: Bloomfield Road Sidepath and Roundabout ROW
Buying Services Contract

Petitioner/Representative: n/a

Staff Representative: Adrian Reid

Date: 10/09/2012

Report:

Right-of-way acquisition for the Bloomfield / Weimer Road Roundabout and Bloomfield Road side path is required for 15 parcels. The enclosed contract for ROW Buying Services will help the Engineering Department with acquisition for the project. The contract is with Todd Taylor in the amount of \$20,900. Mr. Taylor was the buyer for the South Rogers Street project and will also be the buyer for the 17th & Arlington Roundabout project.

Recommendation and Supporting Justification: Staff recommends approval of the contract for ROW Buying Services.

Recommend Approval Denial by

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

PROJECT NAME: Right-of-Way Buying Services for the Bloomfield Road Side Path and Roundabout Project

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2012, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Todd Taylor (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **acquire right-of-way to construct the Bloomfield and Weimer Road Roundabout and Bloomfield Road multi-use path.**

WHEREAS, the Board requires the services of a professional engineering consultant in order to **perform tasks including right-of-way buying services**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Task 1: Buying services for the Bloomfield/Weimer Road Roundabout and Bloomfield Road multi-use path.

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

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

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

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

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

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

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

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. The City Engineer shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City Engineer shall not unreasonably withhold its approval as to the adequacy of such performance.

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

A. Information/Reports

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

B. Representative

The Board hereby designates Adrian Reid, P.E., City Engineer, Department of Public Works ("Reid") to serve as the Board's representative for the project. Reid shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amounts of:

Task 1: Twenty thousand nine hundred (\$20,900) – Not To Exceed Amount

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

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by

the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 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.

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

2. Billing Records:

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

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

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

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

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

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

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

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

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. Automobile Liability Insurance, with a minimum combined single limit of \$250,000 for each person and \$500,000 for each accident.
- b. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$500,000 for each occurrence, and \$500,000 in the aggregate.
- c. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

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

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

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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

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

Board:

City of Bloomington
Department of Public Works
Attn: Adrian Reid, P.E.
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Consultant:

Todd Taylor
4471 S. Old Richardson Road
Bloomington, IN 47401

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

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

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

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

Consultant shall require any subcontractors performing work under this Agreement to verify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Commission.

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

Article 27. No Investment in Iran: Consultant 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.

Consultant shall sign an affidavit, attached as Exhibit F, affirming that the Consultant is not engaged in said investment activities. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

Owner

Consultant

City of Bloomington
Board of Public Works

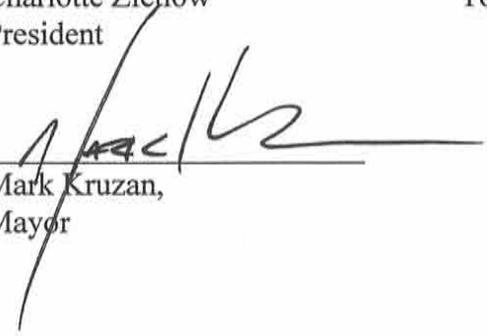
Todd Taylor

By:

Charlotte Zietlow
President

Todd Taylor, P.E.

By:



Mark Kruzan,
Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 10-3-12

EXHIBIT A – Scope of Engineering Services

RIGHT-OF-WAY BUYING SERVICES FOR BLOOMFIELD ROAD SIDE PATH AND ROUNDAABOUT PROJECT

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of Todd Taylor to render right-of-way buying services for the Bloomfield Road multiuse path and Bloomfield/Weimer Road Roundabout.

The estimated Buying Fee and Schedule of Services are provided in Exhibits B and C, respectively. Tasks to be performed by Consultant are identified by bullets (◆), the responsibilities of City are designated by statements beginning with “City”. Information regarding assumptions or conditions of this scope is typically in italicized text.

BUYING TASKS

Provide right-of-way buying services for fifteen (15) parcels. These services include the following tasks:

- ◆ Meet with property owners to discuss and answer questions regarding offers to purchase.
- ◆ Document conversations and negotiations with property owners in a Buyer’s Report
- ◆ Relay questions and concerns from property owners to the CITY.
- ◆ Coordinate meetings between property owners and CITY as needed.
- ◆ Document any design alterations and special provisions resulting from negotiations and communicate them to United Consulting and CITY.

Milestone Submittals

- ◆ Submit bi-weekly status reports to CITY until buying is complete.

Owner Coordination Meetings

- ◆ Attend a “kick-off” meeting with CITY staff prior to sending out offers to property owners.
- ◆ Attend up to **one** additional coordination meeting with CITY staff.

BIDDING SUPPORT TASKS

- CITY Provide two (2) copies of appraisals and review appraisals.
- CITY Provide plats and legal descriptions for all parcels not owned by the CITY.
- CITY Provide one (1) full size set of plans for both the Bloomfield / Weimer Road Roundabout and the Bloomfield Road multiuse path
- CITY Coordinate property acquisition or transfer for property owned by CITY.
- CITY Provide one (1) copy of Title and Encumbrance Report

PROJECT MANAGEMENT TASKS

- ◆ Prepare Invoices to CITY to include supporting documentation and cost records if requested.

ASSUMPTIONS:

- ◆ No sub-consultants will be used for buying services.
- ◆ Any counter offers from property owners will be considered by appropriate CITY staff.
- ◆ Property owned by CITY is not included in this scope of services.
- ◆ Any fees associated with mortgage or lien clearing or other fees from lenders which may arise as a result of property acquisition will be invoiced at cost.

EXHIBIT B - Compensation

**RIGHT-OF-WAY BUYING SERVICES FOR BLOOMFIELD ROAD SIDE PATH AND
ROUNDAABOUT PROJECT**

This project is to be conducted on a per parcel basis with an agreed Not to Exceed Cost of \$20,900. Per parcel fee will be as provided on the following page:

EXHIBIT C – Estimated Project Schedule

**RIGHT-OF-WAY BUYING SERVICES FOR BLOOMFIELD ROAD SIDE PATH AND
ROUNDAABOUT PROJECT**

| MILESTONE | ESTIMATED DATE | COMMENTS |
|---------------------------------------|-----------------------|----------------------------|
| Notice to Proceed | | |
| Offer made to property owner | 5 days | After NTP |
| Submittal to City of parcel documents | 5 days* | After secured/condemned |
| | | |
| | | |
| | | |
| | | |
| | | |

*** - Parcels are not secured until liens/encumbrances are cleared**

EXHIBIT D – Key Personnel

**RIGHT-OF-WAY BUYING SERVICES FOR BLOOMFIELD ROAD SIDE PATH AND
ROUNDAABOUT PROJECT**

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

| <u>Position / Responsibility</u> | <u>Name</u> |
|---|--------------------|
| Right-of-way buyer | Todd Taylor |

**RIGHT-OF-WAY BUYING SERVICES FOR BLOOMFIELD ROAD SIDE PATH AND
ROUNDAABOUT PROJECT**

EXHIBIT E - E-Verify "Unauthorized Alien" Affidavit

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Affidavit

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

1. The undersigned is the Sole Proprietor of Todd Taylor
(job title) (company name)

The company named herein that employs the undersigned:

- has contracted with or is seeking to contract with the City of Bloomington to provide services;
OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

2. 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 U.S. Code 1324a(h)(3).

Signature

Todd Taylor

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Todd Taylor and acknowledged the execution of the foregoing this _____ day of _____, 2012.

Notary Public

Printed name

My Commission Expires: _____

County of Residence: _____

