



BOARD OF PUBLIC WORKS

MEETING PACKET

December 4, 2012

**REVISED AGENDA
BOARD OF PUBLIC WORKS
Tuesday, December 4, 2012 @ 5:30 p.m.
(This Meeting May be Televised)**

A Regular Meeting of the Board of Public Works to be Held Tuesday, December 4, 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 – November 20, 2012

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

V. HEARINGS FOR NOISE APPEAL

VI. OLD BUSINESS

1. Request to Uphold Order to Remove Unsafe Structure at 1003 W. 9th Street

VII. NEW BUSINESS

1. Request for Extension of Time to Remove Unsafe Structure at 1500 W. 8th Street
2. Approval of Change Order to Repair Unsafe Structure at 2526 S. Spicewood Lane
3. Allow Use of Right of Way at 710 N. College Avenue
4. Resolution 2012-94: Allow Itinerant Merchant to Operate within Right of Way (Nelia Hostetter)
5. Resolution 2012-95: Action Regarding IACT Medical Trust
6. Approval of Consent Agenda
7. Approval of Bloomington Bikeways Implementation Plan Design Services Contract

VIII. STAFF REPORTS & OTHER BUSINESS

1. Request Action on January 1, 2013 Meeting Date

IX. APPROVAL OF CLAIM

X. ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, December 18, 2012, at 5:30 p.m. in the City Council Chambers in City Hall at Showers, 401 N. Morton, Bloomington, Indiana

The Board of Public Works meeting was held on Tuesday, November 20, 2012 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

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

Present: Charlotte Zietlow
James McNamara
Frank Hrisomalos

ROLL CALL

City Staff: Susie Johnson – Director Public Works
Justin Wykoff – City Engineering
Jackie Moore – City Legal
Mike Arnold - HAND
Laurel Archer – Public Works

Zietlow wished everyone a Happy Thanksgiving.

**MESSAGES FROM
BOARD MEMBERS**

McNamara made a motion to approve minutes from October 23, 2012. Hrisomalos seconded the motion. Minutes were approved as submitted.

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

None

**TITLE VI
ENFORCEMENT**

None

**HEARINGS FOR NOISE
APPEALS**

None

OLD BUSINESS

NEW BUSINESS

Mike Arnold, Housing & Neighborhood Development, introduced himself. Arnold stated this request came from the owner so they could do the removal of this structure. The ceiling has completely caved in. The City Engineer, Adrian Reid, did take a look at the structure so a decision could be made as to whether it was a candidate for removal under Title 17, and it is. The floor has also caved in and is resting on the crawl space below. This house is on the historic survey for the near Westside Neighborhood. The owner asked that the request go through Unsafe Structure to move the process forward so the house can be removed.

**Request to Uphold Order
to Remove Unsafe
Structure at 1003 W. 9th
Street**

McNamara asked if it was in the inventory. Arnold stated he understood that is was. McNamara stated as he understands it there are three different categories, Outstanding, Notable, and Contributing, and stated this house seems to be designated Contributing.

Arnold stated staff is requesting the Board uphold the Order to Remove the Structure.

Susie Johnson, Director of Public Works, explained that Jackie Moore is not the city attorney that typically deals with these types of issues. Johnson suggested if the Board has detailed questions about how Title 17 and preservation work together, or don't work together, the Board would be better served and informed if the attorney that typically handles these issues was present to address the questions. Johnson suggested the item be tabled.

Zietlow asked if the structure were safeguarded. Arnold stated there was an Order to Seal earlier, but some vandalism has been done and some of the windows are broken. Arnold stated HAND could work with the owner to make sure the openings are sealed.

McNamara asked if the City would be liable by not acting upon this request tonight.

Jackie Moore, City Attorney, stated she does not see there would be any additional liability. Moore stated the owner is required to seek a Certificate of Appropriateness from the Historic Preservation Commission and Moore did not know if that had happened. There are steps in place if the Historic Preservation Commission were to deny the request.

Hrisomalos also asked if the structure was secure. Arnold stated the doors are, but he did not believe the windows were. Zietlow stated she would like the structure be secured.

McNamara made a motion that the Request to Uphold the Order to Remove the Unsafe Structure at 1003 West 9th Street be postponed to the next meeting of this Board and that Staff be authorized to go ahead and secure the premises in the intervening period. Hrisomalos seconded the motion. The motion passed. The Request to Remove Unsafe Structure at 1003 West 9th Street was tabled and that the structure will need to be secured.

Arnold stated this structure was caving in and has been removed. HAND would like the notice and deadline upheld to make sure the foundation and structural walls for the foundation have been removed.

**Request to Uphold Order
to Vacate and Remove
Unsafe Structure at 1614
W. 7th Street**

McNamara made a motion to Uphold the Order to Vacate and Remove Unsafe Structure at 1614 West 7th Street. Hrisomalos stated he will second but wants the language "foundation walls will be removed" to be included in the motion. The motion passed. The Board granted the request to Uphold Order to Vacate and Remove Unsafe Structure at 1614 W. 7th Street, which includes digging up the basement and filling in.

Arnold stated this structure was noticed by one of the inspectors in HAND. This structure is a partially dismantled mobile home behind a house at 1028 E. Hillside. HAND staff is asking the Board uphold the Order to Remove the rest of the unit.

Request to Uphold Order to Remove Unsafe Structure at 1028 E. Hillside Drive

Zietlow asked if the building had disintegrated. Arnold stated it looks like someone has started stripping the structure. Zietlow asked if there has been contact with the owner. Arnold stated he has not had contact with the owner, but did receive return notice that certified mail had been received.

McNamara noticed that Mr. Taylor lives two blocks away. Arnold stated notice was sent to both places.

McNamara made a motion to approve the Request to Uphold the Order to Remove Unsafe Structure at 1028 E. Hillside Drive. Hrisomalos seconded the motion. The motion passed. Order to Remove Unsafe Structure at 1028 E. Hillside Drive upheld.

Arnold stated this structure has had a tree fall on it. There was severe damage done to the mobile unit. The owners have been working to get the work taken care of. This is the second Order that has been done, so the owner could be given additional time to get the work done. The tree has been removed from the structure and there is a dumpster on the property so it looks like they are moving forward with the removal of the mobile structure. HAND is asking that the new deadline of January 31, 2013 be upheld.

Request to Uphold Order to Remove Unsafe Structure at 2504 1/2 S. Milton Drive

Wendy Welch, representative for Penny Alane, introduced herself. Ms. Welch stated she has cleared off the tree and has the dumpster in place. Welch further stated the building is secure and she will be demolishing the structure soon. A snow fence will be placed on the back alley to help secure the property. Welch stated if the weather cooperates she hopes to be finished with the project in one week. This structure was used as a storage shed.

McNamara asked if the deadline refers to the completion of the removal. Arnold stated yes.

McNamara made a motion approve the request to Uphold the Order to Remove Unsafe Structure at 2504 ½ S. Milton Drive. Hrisomalos seconded the motion. The motion passed. Order to Remove Unsafe Structure approved.

Miah Michaelsen introduced herself. She explained the Indiana Running Company has taken over the IU Mini Marathon from the IU Alumni Association and renamed it the Hoosier Half Marathon and 5K. Next year's event is scheduled for April 6, 2013. They are requesting street closures for next year's race.

Resolution 2012-92: Use of Public Streets for Hoosier Half Marathon and 5K Event (Saturday, 4/6/13)

The route for 2013 makes some minor modifications over the 2012 race based on suggestions made by IUPD. Streets close at 5:00 a.m. and open back up as the runners go through. All streets should be opened by 1:00 P.M. They are 3,000 participants expected for the event.

Miah further stated the Indiana Running Company will make every effort to get notification out to businesses and neighborhoods in a timely manner and will distribute flyers and post signs as City staff requests. BPD has issued a parade permit for this event pending Board of Public Works approval. Staff supports the request.

McNamara asked about an IU partner. Miah stated the Alumni Association did run the event for several years and have decided they will no longer do that and use their efforts elsewhere. IUPD will support the event and provide security at the crossings.

Hrisomalos asked if there is a theme. Miah did not believe so.

Hrisomalos asked if there is a charge. Miah stated there was a reservation fee. Zietlow asked if it was a fundraiser. Miah was not sure if this was a fundraiser or not and could not find that information on the website.

McNamara made the comment that historically if the request is from a private entity other issues are raised, not that it has not been done before. Miah felt McNamara made an excellent point and will take this back to Indiana Running Company. She added the City of Bloomington Economic and Sustainable Development Department believes these events have an economic impact, people come from out of town, spend the night and eat at local restaurants.

Miah added IUPD and BPD have reviewed the route very carefully.

McNamara moved to approve Resolution 2012-92, Use of Public Streets for the Hoosier Half Marathon and 5K event on Saturday,

April 6, 2013. Hrisomalos asked about a rain date, and there is none. Hrisomalos seconded the motion. The motion passed. Resolution 2012-92 approved.

Miah explained Matt Davis has applied for an Itinerant Merchant Permit. It has been determined that when an applicant wants to operate in the public right of way that before ESD issues the permit that permission to operate in the public right of way must be obtained by the Board of Public Works. Economic Development has reviewed the application and one of the items on the checklist is Board of Public Works approval. ESD will confirm that all rules and regulations have been met prior to a permit being issued. This particular business will operate from a food cart or trailer. The application is for six months.

**Resolution 2012-93:
Allow Itinerant Merchant
to Operate within the
Public Right of Way (Big
Matt's Lunchbox)**

Matt Davis introduced himself. Davis stated he will operating this cart with his son, Luke. He will sell pretzels, hot dogs and sausages. there will be hot chocolate for the wintertime and bottled waters.

McNamara made a motion to approve Resolution 2012-93: To Allow Itinerant Merchant to Operate within the Public Right of Way (Big Matt's Lunchbox). Hrisomalos seconded the motion. The motion passed. Big Matt's Lunchbox Itinerant Merchant Permit approved.

Wykoff explained HAND and Public Works have been working with the Old Northeast Neighborhood on renovations at 6th & Lincoln. The Old Northeast Neighborhood applied for and received a Neighborhood Improvement Grant. Part of the renovations of the intersection at 6th & Lincoln is for the lighting component at the little park area on the southwest corner. The grant will pay for the equipment costs and the City will pay for the monthly energy and maintenance costs in the amount of \$4.51.

**Authorization of Outdoor
Lighting Service
Agreement for 6th &
Lincoln Intersection**

Staff supported the request.

McNamara made a motion to authorize Outdoor Lighting Service Agreement for 6th & Lincoln Intersection. Hrisomalos seconded the motion. The motion passed. Lighting Service Agreement approved.

Wykoff stated Public Works applied for and received a Transportation Enhancement Grant for the historic street renovation through the MPO. This grant will be used to replace the brick on North Park Avenue. This request is for the Design of that project which goes through a lot of historical review. Some of the curbs and sidewalks have already been finished in the area. This renovation will run from 7th & Park to 8th & Park and will include the intersection at 8th and Park. Wykoff stated the cost of the Design Contract with Eagle Ridge Civil Engineering will be \$52,265.

**Approval of Park Avenue
Brick Street Restoration
Design Services Contract**

Zietlow asked if 8th Street will be bricked. Wykoff stated it will not be bricked, but restored to the existing brick.

Zietlow asked if this comes up through the Historic Preservation Commission. Wykoff explained there is a Certificate of Appropriateness from the Historical Preservation Commission, and will coordinate with them through the design process.

Zietlow asked where the funding is coming from. Wykoff stated the funds are from INDOT in the form of a Transportation Enhancement Grant through MPO. The total amount of the grant is \$130,000.

McNamara stated this is for design only. Wykoff stated yes, and the TE Grant is for the actual construction of the project and does not include the design.

Wykoff added this contract is also contingent on the Mayor's approval.

McNamara stated this area is campus to him and asked if there was any University contribution. Wykoff stated no.

Johnson stated while the University is the largest property owner in the area, this is a City Street and the City is bound by our own preservation commission to do a historically appropriate repair. This gives us an opportunity to use TE money, which the City is very fortunate to have received, rather than using other monies.

McNamara asked about paving the street. Johnson stated by the City's own preservation requirements the City cannot pave it. Wykoff added that it states in the City Code that the street has to be restored to brick, even if a street cut is done on it; it can't be changed. Zietlow added, unless the code changes. Wykoff stated this comes under Title 12*, for street repairs.

Johnson stated another example of a street that the City continues to maintain is 10th Street. The signals were recently upgraded, it was paved, and striped. This is the City's responsibility. This is an opportunity to utilize \$130,000 in TE funds and is in the City's best interest to seize the moment.

Brock Ridgway, Eagle Ridge Civil Engineering Services, introduced himself. Brock stated this contract is pretty unique as far as roadway work. The brick pavement itself is the historic resource, and must go through Section 106 coordination to put together an environmental to get approval of the project. This creates a scenario where the services

are very lopsided compared to the amount of money in the grant. Most of the money in the design contract will go to pay for the certified historian to work through the process with the State Historic Preservation Office at DNR. There are many federal regulations to be complied with to make this project happen for the City.

Brock stated there are insufficient bricks to restore with the existing bricks. There will have to be an agreement met on how the street will be restored, whether it will be restored to look like it did or trying to rebuild it as it was. There is already a meeting scheduled with the Pavement Design Approval with INDOT and the Historic Approval people with DNR to allow them to come together and agree on what can be built and approved in order to take advantage of this money.

McNamara thanked Mr. Ridgeway as his explanation clarifies what is being voted on this evening.

McNamara asked if this was an 80/20 split. Wykoff stated it is.

McNamara stated this Board looks to save the taxpayer money and the City is fortunate to have the MPO funds to allow these types of projects.

McNamara made a motion to approve the Park Avenue Brick Street Restoration Design Services Contract. Hrisomalos seconded the motion. The motion carried. Design contract with Eagle Ridge Engineering Services approved.

Zietlow stated it would be nice to have some sort of book that outlines this project step by step.

*As a side note Johnson stated the designation for this repair is in Title 8 (8.20) which is under the jurisdiction of the Preservation Commission, and this is why the Certificate of Appropriateness was obtained.

Wykoff stated the intersection at 3rd & Jordan has funding for 2013 to re-do the intersection. This is one of the highest pedestrian intersections in the campus area. This will be a design looking at how to improve pedestrian accessibility across the intersections, as well as upgrading the signal itself. This is also a design contract with Eagle Ridge, who also is working with the University on changes to Jordan Avenue. Staff recommended approving the design contract with Eagle Ridge in the amount of \$16,300.

**Approval of 3rd &
Jordan Intersection
Improvements Design
Services Contract**

Zietlow asked if this would be for signal improvements. Wykoff stated this will be similar to what has been done on 10th Street, adding

countdown timers, audible pedestrian signals for ADA and improving ramps.

McNamara asked if this is where the bike lane terminates. Zietlow stated it terminates at Mitchell. A brief discussion about the Greenways Implementation Plan ensued.

McNamara made a motion to approve the 3rd & Jordan Intersection Improvement Design Services Contract. Hrisomalos seconded the motion. The motion carried. Third & Jordan Intersection Improvements Design Service Contract approved.

Wykoff explained this request is to approve design services contract for pedestrian upgrades to the High/Winslow/Rogers Roundabout. This project is listed in the 2013 budget. Some of the concerns are the entry speed into the roundabout and pedestrian safety. Staff requested approval of design services contract with Crossroad Engineers in the amount of \$9,000.

**Approval of
Winslow/High/Rogers
Roundabout
Improvements Design
Services Contract**

McNamara thinks this roundabout flows just fine the way it is, but does understand the emphasis on pedestrian safety. He also stated he has great faith in the expertise of staff to take a fantastic situation and make it even better.

McNamara made a motion to approve Winslow/High/Rogers Roundabout Improvements Design Services Contract. Hrisomalos seconded the motion. The motion passed. Winslow/High/Rogers Roundabout Improvements Design Services Contract approved.

Wykoff stated staff is requesting approval of Change Order 43 & 44 for W. 3rd Street.

**Approval of Change
Orders for W. 3rd Street
Project**

Change Order #43 includes the deletion of the line items(s) 266 and 267, Pavement Message Marking Thermoplastic Bike Symbol, and Pavement Message marking Thermoplastic Lane Arrow. It adds both markings back as "preformed plastic" pavement markings. No additional cost.

Change Order #44 includes additional costs for boring a 600 mm (24 inch) casing under the railroad tracks and is detailed for labor and equipment cost in the change order from Dave O'Mara. The additional cost is \$35,059. These are through INDOT and are MPO.

McNamara made a motion to approve Change Orders #43 and #44 for West 3rd Street, Phase II in the amount of \$35,059. Hrisomalos seconded the motion. The motion passed. Change orders \$43 & #44

approved.

Wykoff explained Public Works has been working with Bloomington Transit on placement of a traffic signal at the intersection of Smith and South Walnut. This will allow for a better flow of Transit buses exiting the area. Transit will be paying for the project so Public Works will enter into a Memorandum of Understanding. Staff would like permission to seek quotes for this project, which will include one signal at Smith and S. Walnut. The cost should be under \$150,000 so would be classified as a quote.

**STAFF REPORTS &
OTHER BUSINESS**

McNamara moved that staff be authorized to issue a request for quotes for the signalization of South Walnut Street and Smith Avenue. Hrisomalos seconded the motion. Staff was given permission to seek quotes.

McNamara added he hoped staff would consider nocturnal flashing yellow lights on northbound Walnut after the bus service is shut down. Wykoff stated this could be a possibility.

McNamara moved to approve the claims. Hrisomalos seconded the motion. Motion carried.

**APPROVAL OF
CLAIMS**

McNamara moved to adjourn the meeting. Hrisomalos seconded the motion. Meeting adjourned at 6:35 p.m.

ADJOURNMENT

Accepted by:

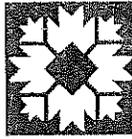
Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



City of Bloomington
Housing and Neighborhood Development



City of Bloomington
H.A.N.D.

Board of Public Works

Meeting Date: 04 December 2012

Petition Type: Uphold Order to Remove Unsafe Structure

Address: 013-05990-00 Fairview Lot 52; commonly known as 1003 W. 9th St.

Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

Staff Report: 02 November 2012 Met owner and City Engineer at structure to investigate unsafe conditions
08 November 2012 Sent Order to Remove Unsafe Structure
20 November 2012 Table by BPW so specifics regarding demolition process can be provided.

At the last meeting, the Board requested information regarding demolition and how it relates to the requirements of The Historic Preservation Commission. That documentation has been submitted as an attachment to this report.

Because the house was listed historically, it cannot be torn down without the City Engineering declaring the structure to be unsafe. This is required by Title 20 of the Unified Development Ordinance. I went to the property with the City Engineer, Adrian Reed, and the owner of the house. After inspection of the interior and exterior, it was determined to be unsafe and the appropriate orders were issued. Per Assistant City Attorney, Patricia Mulvihill, the Historic Preservation Commission was notified that the structure had been declared unsafe and that an Order to Remove was issued. The HPC had no objections, although they have no jurisdiction when the City Engineer declares a structure unsafe. In order to move forward with the Order to Remove, the Board needs to approve the Order the same way they would any other order.

Attachments: Photos, orders.



City of Bloomington
Housing and Neighborhood Development

ORDER TO REMOVE

15 November 2012

Timothy Laughlin
1616 Treadwell Ln.
Bloomington IN 47408

Re: 013-05990-00 Fairview Lot 52; commonly known as 1003 W. 9th St.

Dear Timothy Laughlin,

The City of Bloomington's Housing and Neighborhood Development Department ("HAND"), under Indiana Code section 36-7-9-5 and the City Engineer under Bloomington Municipal Code section 20.09.230, issue this Order to Remove. When it issues such an order, the City is required to give all substantial property interest holders in the above-referenced property notice of this Order to Remove.

You have until 31 January 2013 to remove the structure on the property commonly known as 1003 W. 9th St., Bloomington Indiana.

A hearing will be held on this matter on 20 November 2012 at 5:30 pm in the Council Chambers of City Hall, located in the Showers Building at 401 North Morton Street, Bloomington, Indiana. You have the right to appear at this hearing and represent yourself, or you can appear with an attorney on your behalf. It is your right to present evidence, cross-examine opposing witnesses and present your own arguments and witnesses at this hearing.

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

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

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

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

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



Adrian Reid
City Engineer
Engineering Department
401 N. Morton St. Su. 130
Bloomington, Indiana 47404
(812)349-3410

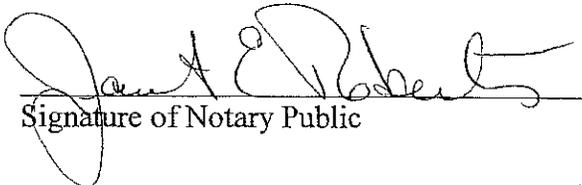


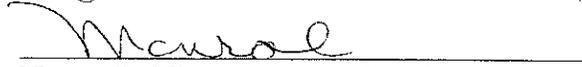
Lisa Abbott
Director
Housing and Neighborhood Development
401 North Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401

State of Indiana)
)SS:
County of Monroe)

Subscribed and sworn to before me a Notary Public this 14th day of November 2012.


Name of Notary Public


Signature of Notary Public


Notary Public's County of Residence

1/22/2015
Notary's Commission Expires

CITY OF BLOOMINGTON NOTICE OF ORDINANCE VIOLATION

Date NOV issued: **15 November 2012**

Person(s) NOV issued to: **Timothy Laughlin**

Date violation discovered: **02 November 2012**

Location/address of violation: **013-05990-00 Fairview Lot 52; commonly known as 1003 W. 9th St.**

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

Inspector's Report

During an inspection of the property with the owner and the City Engineer, it was noted that a large portion of the roof and a large portion of the floors have failed structurally. The following shall occur to be in compliance with the Order to Remove:

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

Relevant Code Citations

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

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

is considered an unsafe building.

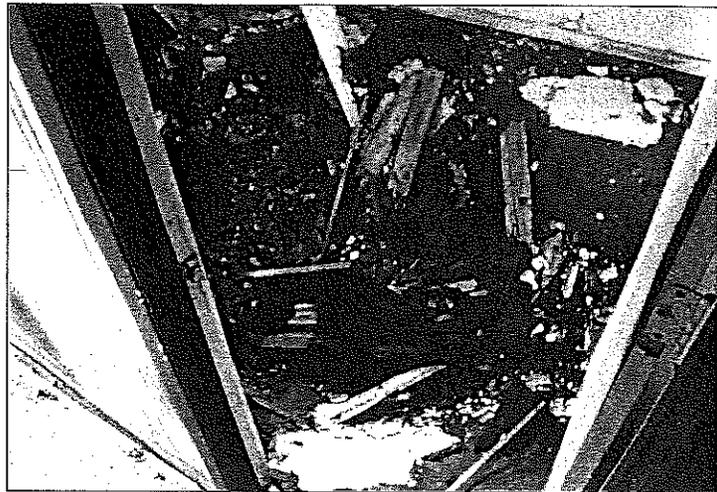
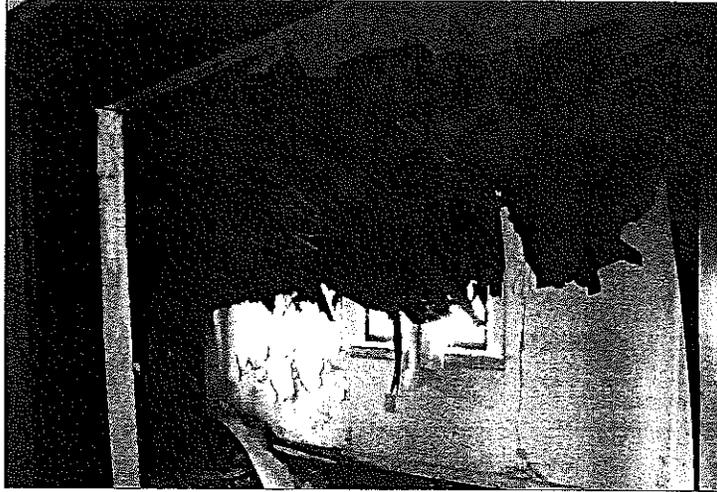
BMC § 17.16.040 (f) states, in part, "Unsafe building or structure means any building or structure or part of building or structure that is ... in any of the conditions or possesses any of the defects described below, provided that such conditions or defects exist to the extent that life, health, property,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

- (l) 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;

- (m) 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.

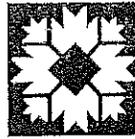
**1003 W. 9th St.
02 November 2012**







City of Bloomington
H.A.N.D.



City of Bloomington
Housing and Neighborhood Development

Board of Public Works

Meeting Date: 20 November 2012

Petition Type: Uphold Order to Remove Unsafe Structure

Address: 013-05990-00 Fairview Lot 52; commonly known as 1003 W. 9th St.

Petitioner: Housing and Neighborhood Development

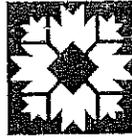
Inspector: Michael Arnold

Staff Report: 02 November 2012 Met owner and City Engineer at structure to investigate unsafe conditions
08 November 2012 Sent Order to Remove Unsafe Structure

The new owner requested the structure be evaluated for violation of Title 17 regarding Unsafe Structures. Staff believes it is an unsafe structure. The roof and the floor of the structure are in complete structural failure.

Attachments: Photos, orders.





City of Bloomington
Housing and Neighborhood Development



City of Bloomington
H.A.N.D.

**Board of Public Works
Staff Report: Request**

Meeting Date: 25 September 2012

Petition Type: Request for extension of time

Address: Waterman PT Lot 103; commonly known as 1500 W. 8th St.

Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

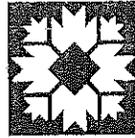
Staff Report: 05 June 2012 BPW upheld Order to Remove unsafe structure
 28 August 2012 BPW approved HAND request to do Notice by
 Publication
 25 September 2012 HAND is requesting approval of the contract.
 15 November 2012 Spoke with contractor regarding deadline
 26 November 2012 Write up for extension of time.

The contractor has been delayed by the gas company at this site. Per conversation on 26 November 2012, the utility is now shut down and the contractor can start removal of the structure. Per phone conversation, the contractor believes he should be able to start removal within the next week. HAND is requesting an extension of time for completion to 15 December 2012.





City of Bloomington
H.A.N.D.



City of Bloomington
Housing and Neighborhood Development

Board of Public Works

Meeting Date: 23 October 2012

Petition Type: Approval Change Order

Address: 015-40240-00 Spicewood Sec 4 Lot 72; commonly known as 2526 S. Spicewood Ln.

Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

Staff Report: 15 June 2012 Investigate complaint for unsafe structure
 20 June 2012 Sent Order to Repair
 15 August 2012 Past deadline. Sent letter from City Legal Department with a compliance date of 07 September 2012 deadline.
 13 September 2012 Drive by inspection. Not in compliance. Request permission to abate at 25 September 2012 BPW meeting
 19 September 2012 Sent letter explaining intent to abate if not in compliance by 23 October 2012
 26 September 2012 Board approved Notice by Publication
 03 October 2012 Monroe County Court granted Warrant of Entry for 17 October 2012 @ 9:30am
 17 October 2012 Entered the Property with one contractor.
 19 October 2012 Bids opened
 20 November 2012 Spoke with contractor regarding additional deterioration of the roof structure.

The Board has granted permission and accepted a bid for repairs to this unsafe structure. Repairs are to the deteriorated roof. During demolition additional deterioration was discovered requiring additional materials and cost. The repair was needed to complete the decking and get the structure under roof as quickly as possible. HAND is requesting the Board grant approval of the change order so the contractor can be reimbursed for these costs.

Attachments: Change Order

Wegener Construction

8780 South Rockport Road, Springville IN 47462
Phone: Home 824-4646 cell 325-3786 e-mail: Wegener.tim@gmail.com

Date: 11/27/2012

For: HAND

Invoice

Work done at 2526 Spicewood Lane:

Roof patch:

Removed the existing roofing over the screen porch and up to the ridge directly above the porch
Replaced damaged decking with 7/16 structure wood
Re-roofed the affected area with 15lb felt and 25-year three tab shingles
Replaced pipe boot and flashing

Note: the entire roof is all but worn out and no guarantee is expressed or implied on the existing roof that must be laced in.

Framing may be damaged in the rafters and would require materials and labor not included in this proposal to repair.

\$3200

Extra: Replaced damaged rafters \$117

Fencing:

Removed and dispose of the 6 damaged/rotten panels **\$325**

Trash:

Removed and disposed of extra pile of **trash** in gate area **\$300**

Total Due: \$ 3942.00

Respectfully submitted,

Tim Wegener





Board of Public Works Staff Report

Project/Event: Use of Right of Way at 710 North College

Staff Representative: Rick Alexander

Petitioner/Representative: 7Ten LLC/Tyler Curry

Date: November 26, 2012

Report: Tyler Curry and 7Ten LLC plan to build a new apartment building at 710 N. College where the small parking lot and 6 unit complex now sit. Mr. Curry has requested the use of the sidewalk and the easternmost lane of North College during construction as a staging area. This will require the use of cones and concrete barricades to deflect traffic to the west. Bynum Fanyo and Associates have prepared the attached maintenance of traffic plan for the project.

Recommendation and Supporting Justification: There are few options available in this area for use as a staging area. The alley has low hanging utility lines overhead and it is a well-travelled alley. The easternmost lane of North College is a turn lane and few cars use it to loop back to North Walnut. A memo of understanding has been prepared to allow the developer to use the sidewalk area and the turn lane as requested. The mayor, Mr. Curry and the Director of Public Works would all have to sign the MOU in order for the right of way to be used. Public Works staff has met with the developer and his representatives and determined that this is the most practical and safest option to construct the building.

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

Rick Alexander

**Memorandum of Understanding
Between
City of Bloomington Public Works Department
And
7Ten, LLC**

This Memorandum of Understanding (MOU) between the City of Bloomington Public Works Department, (hereafter "Public Works") and 7Ten, LLC outlines the binding conditions placed upon 7Ten, LLC, and agreed to by 7Ten, LLC, in exchange for use by 7Ten, LLC, its agents and subcontractors, of certain public right-of-way during the construction of the apartment complex at 710 North College Avenue, at the real property located on the east side of North College Avenue between W. 11th Street and W. 14th Street in Bloomington, Indiana (hereinafter the "Construction Site.")

1. This MOU shall cover the time period from December 26th, 2012 through August 9th, 2013 inclusive.
2. Public Works shall allow 7Ten, LLC to block and restrict from general public usage the easternmost travel lane and the sidewalk west of the property and directly adjacent to the Construction Site as depicted in exhibit "A". 7Ten, LLC shall coordinate the placement of any and all construction notification and detour signage with the City Engineering Department including vehicular and pedestrian signage.
3. 7Ten, LLC shall install and maintain, to the satisfaction of the City of Bloomington Engineering Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices (M.U.T.C.D), and must be approved by the City Engineering Department.
4. 7Ten, LLC shall coordinate the removal and replacement of all permanent signage and parking meters at, or adjoining, the Construction Site through the City of Bloomington Traffic Division at all requested points for permanent signage replacement, which will be performed by the Traffic Division.
5. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
6. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.

7. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
8. 7Ten, LLC agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and /or any other type of claim which may occur as a result of 7Ten, LLC's use of the described right-of-way, whether such claims may be brought by the City of Bloomington or by any third party.
9. Any and all closures of the additional travel lanes will require a one week advance notice to the City Engineering Department, the City transit service and emergency services. Any lanes closed without proper prior notification may result in a fine of \$500.00 for each violation.
10. Prior to beginning work, 7Ten, LLC shall provide the City Engineering Department with a phone contact list for their supervisory personnel and for their sub-contractors.
11. 7Ten, LLC shall make its on-site supervisory personnel available for bi-weekly meetings with the City Engineering Department staff for progress updates.
12. Tyler Curry, member of 7Ten, LLC, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington
Department of Public Works

7Ten, LLC

By: _____
Susie Johnson, Director

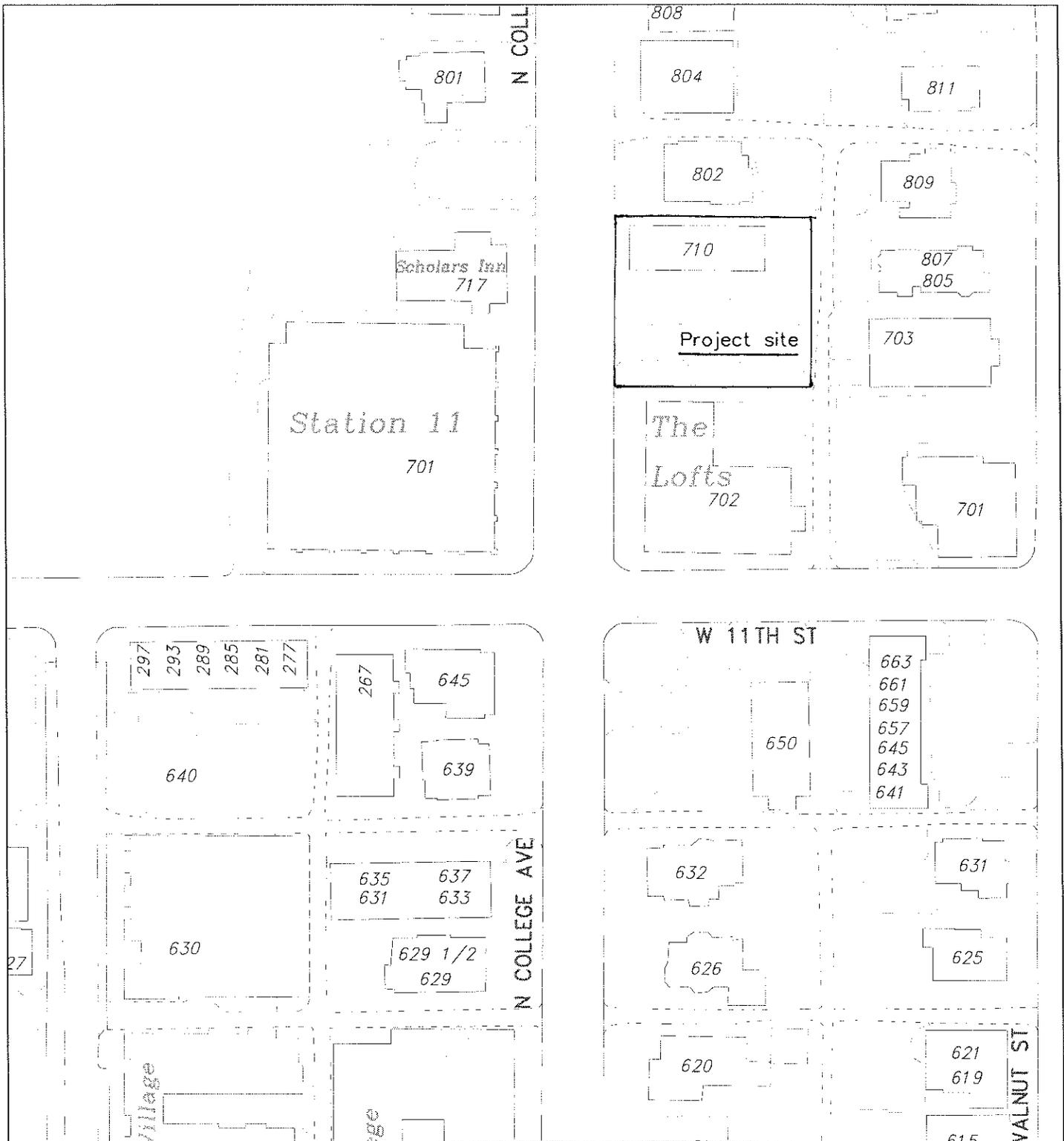
By: _____
Tyler Curry, Member

Date: _____

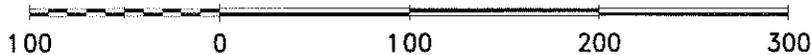
Date: _____

By: _____
Mark Kruzan, Mayor

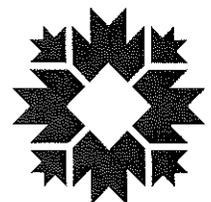
Date: _____



By: alexandr
26 Nov 12



City of Bloomington
Engineering



Scale: 1" = 100'

For reference only; map information NOT warranted.

Exhibit "A"



GENERAL NOTES

- 1. TEMPORARY TRAFFIC SIGN AND MAINTENANCE SHALL BE IN ACCORDANCE WITH INDICATED LOCATION OF THE MANUAL MANUAL OR VARIOUS TRAFFIC CONTROL.
- 2. ALL WORK IS TO BE IN ACCORDANCE WITH ALL STATE AND LOCAL REGULATIONS.
- 3. ALL PERMITS ARE TO BE OBTAINED BY THE CONTRACTOR AS REQUIRED. CONTRACTOR SHALL OBTAIN UTILITIES AND SERVICE RECORDS AS REQUIRED. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SERVICE RECORDS AS REQUIRED.
- 4. SIDEWALK MAINTENANCE SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
- 5. SITE, UTILITY MAINTENANCE AND SERVICE ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.



Project No.: 2012

Site Plan

Proposed:
7Ten, LLC
 710 North College Ave.
 Bloomington

Indiana

certified by:

BBB
 BYNUM FANFO & ASSOCIATES, INC.
 528 North Walnut Street

ARCHITECTURE
 CIVIL ENGINEERING
 PLANNING
 Bloomington, Indiana

Drawn by: JJA

Indiscrete







Board of Public Works Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Nelia Hostetter – Sweet Claire LLC

Staff Representative: Miah/Christina

Meeting Date: December 4, 2012

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

The business will operate from a food truck.

This application is for one year.

Staff is supportive of the request.

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

RESOLUTION 2012-94
Itinerant Merchant Food Vendor in Public Right of Way
Nelia Hostetter, DBA Sweet Claire LLC

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for one year beginning on the day that License is issued by the City. _____, 2012 thru _____ 2013.

The following conditions attach to this approval:

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

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

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

ADOPTED THIS _____ DAY OF _____, 2012.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2012-93 ARE ACCEPTABLE AND AGREED TO FOR VENDOR:

Nelia Hostetter, Sweet Claire, LLC

Date: _____

Sweet Claire LLC
309 East Third Street
Bloomington, IN 47401

November 26, 2012

Miah Michaelsen
Department of Economic & Sustainable Development
401 N Morton St Suite 130
PO Box 100
Bloomington, IN 47402

Re: Itinerant Merchant License Application

Dear Miah,

Please accept my application. Included with this application are the following:

1. Itinerant Merchant, Solicitor and Peddler License Application checklist
2. Our proposal describing Sweet Claire LLC as a business entity, description of our food truck, and description of the food that will be sold.
3. Exhibit A, Mobile Permit from Monroe County Health Department.
4. Exhibit B, Indiana Certificate of Vehicle Registration
5. Exhibit C, Certificate of Insurance for Sweet Claire (auto, business liability and workmen's compensation)
6. Signed Release, Hold-Harmless and Indemnification Agreement

Additionally, I currently live in Spencer but my husband and I will close on a house in Bloomington this coming Friday. I included that information on my application

Respectfully,


Nelia J. Hostetter
Owner
Sweet Claire LLC



Itinerant Merchant, Solicitor and Peddler License Application Checklist

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

Applicant Information

Name: NEVA J. HOSTETTER
Physical Address: 4840 W. CARMICHAEL LN SPENCER, IN 47460
Phone Number: (805) 312-2849 | after 11/30/12
Date of Birth: 8/7/51 | 529 N. PLYMOUTH RD
BLOOMINGTON, IN 47408

Corporate Contact Information

Name of Employer: SWEET CLALRE LLC
Physical Address of Employer: 309 E. 3RD ST., BLOOMINGTON, IN 47401
Phone Number of Employer: (812) 333-6000
Length of Employment: 2 1/2 YEARS

Employer is a:

- Firm Limited Liability Corporation Corporation Partnership Sole Proprietor

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

BAKED GOODS, EQUIPMENT INFORMATION ATTACHED

Length of Permit:

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

You Must Obtain The Following:

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

**Itinerant Merchant, Solicitor and Peddler License
Application**

**Submitted to:
City of Bloomington
Department of Public Works
Bloomington, Indiana**

**Submitted by:
Nelia J. Hostetter
Owner, Sweet Claire LLC
Cell: 805-312-2849
email: sweetclairebakery@yahoo.com**

**Bakery address:
309 East Third St.
Bloomington, IN 47401
Phone: 812-333-6000**

Date: 11/26/2012

1. PURPOSE

Sweet Claire LLC, a bakery located at 309 East Third St, is requesting an itinerant merchant license from the city of Bloomington in order to sell out of a food truck.

This proposal document is being submitted to the Public Works committee for review.

1.1 Business Introduction:

Sweet Claire opened in August 2010 and has offered a unique selection of artisanal baked goods with an international flavor. We use the word "artisanal" to define our baking process where high-quality ingredients are used and the bread is shaped by our bakers instead of machines.

Most of our baked goods used to be found in small towns in the Midwest where many immigrants from Europe had settled. In the past few years, the traditional mom-and-pop bakeries have disappeared in many towns and have been replaced by large commercial bakeries that use chemicals for long-term storage.

The recipes we use were collected and adapted by Nelia Hostetter, owner and chef, who completed the artisanal bread baking course at New York City's French Culinary Institute.

Our bakery is located at 309 East Third St, Bloomington and is in the first floor of an old house built around 1890. Our business model is specially designed for a place like Bloomington with its diverse, well-travelled and well-educated population

1.2 Menu:

Sweet Claire's objective has always been to offer specialty breads that will be a true fit to the needs of the residents of Bloomington. This objective was successfully realized during two years of selling at the Farmers' market and operating a bake/café on 3rd Street.

Based on our selling experience, the space and logistics limitation of the food truck, and the preference of our customers, Sweet Claire is proposing to sell the following baked goods which are prioritized from top to bottom. This menu was submitted to and approved by the Monroe County Health Department

FOOD ITEM	SOURCE	HOW STORED	PREPARED	SERVED
KOLACHE (bread with savory or sweet filling)	SWEET CLAI RE BAKERY	MERCHANDISING WARMER	BAKED AT BAKERY	PAPER BOATS OR ALUMINUM FOIL
FOCACCIA ROLLS (bread with savory filling)	SWEET CLAI RE BAKERY	MERCHANDISING WARMER	BAKED AT BAKERY	PAPER BOATS OR ALUMINUM FOIL
SWEET ROLLS	SWEET CLAI RE BAKERY	MERCHANDISING WARMER	BAKED AT BAKERY	PAPER BOATS OR ALUM FOIL
COOKIES	SWEET CLAI RE BAKERY	INSIDE COVERED CONTAINERS	BAKED AT BAKERY	ON WAXED PAPER OR ALUM FOIL
COFFEE	SWEET CLAI RE BAKERY	IN PORTABLE COFFE POTS	BREWED AT BAKERY	IN DISPOSABLE PAPER CUPS
TEA	SWEET CLAI RE BAKERY	IN PITCHER INSIDE REFRIGERATOR	BREWED AT BAKERY	IN DISPOSABLE PLASTIC CUPS

Description of the baked goods:

1. *Sweet rolls – we use the same dough but the fillings can vary and affect the taste of the bread. We fill the dough with cinnamon/sugar, cinnamon/sugar/walnut, almond cream, cinnamon/sugar/cranberries, Nutella/hazelnut.*



<p>2. <i>Kolache – a slightly sweet bread with savory fillings namely: soy chorizo with goat or mozzarella cheese, pulled pork, turkey meatball.</i></p>	
<p>3. <i>Focaccia roll – flat bread topped with cheese, meat and vegetables, rolled and cut into individual pieces.</i></p>	

1.3 High-Quality Ingredients:

The baked goods are produced in our bakery from scratch (flour, yeast, sugar, egg and water) and are hand-crafted by our bakers. The ingredients are all high-quality items and are free from preservatives or chemicals. The flour we use is produced by King Arthur's Flour, a well-known East Coast company favored by chefs and high-end bakeries. As advertised by King Arthur, their flour does not have bleach or potassium bromate. Bleach is used by millers to whiten the residual bran and germ in the flour and potassium bromate is used to strengthen and increase the rise of the dough when baked. Potassium bromate is banned in Europe but is still widely used in the United States.

King Arthur is able to avoid these chemicals because of its milling process. The flour is taken from the innermost heart of the wheat berry, avoiding the dark sections of the bran and germ. This expensive process obviously makes King Arthur flour more expensive than other name-brand flour.

Sweet Claire bakery also uses Grade AA butter. Grade AA is the rating given by the USDA to butter of highest quality. Other bakeries will use margarine because of its low cost and ease of use (butter melts easily) but Sweet Claire believes that our bread gets its unique flavor from the butter.

The bakery also follows techniques used by European bakers which were learned at the French Culinary Institute by chef/owner Nelia Hostetter. One of the techniques, for example, requires a precise and lengthy proofing time. This process allows the dough to acquire a unique and delicious flavor. We monitor our bread during this period to prevent over or under proofing of the dough.

2. OUR TRUCK

2.1 Model and Make

The truck (pictures are attached below) is a 1993 Aeromate truck and had briefly been used as a food truck in Indianapolis.

The area where food and other supplies will be stored measures approximately 70" wide by 103" long. The driver and passenger area measure approximately 90" long from the back of the seats to the bumper.

The truck is small enough to fit in a single parking space, making it easy to maneuver around city traffic.

As we do not intend to cook inside the truck, it is not outfitted for any type of food preparation equipment. The baked goods and drinks sold will be prepared at our bakery.



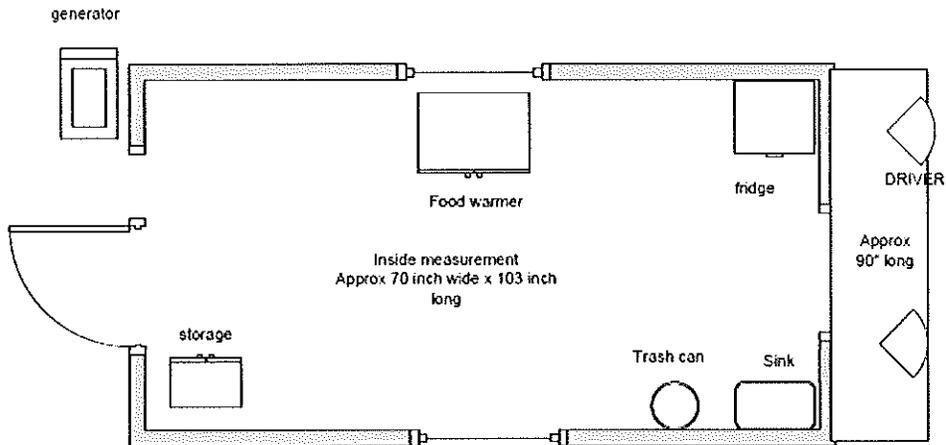


The logo currently on the truck will be replaced by Sweet Claire's logo as soon as the permit is acquired from the city.

2.2 Equipment

To comply with the Health Department's requirements in storing and keeping the food safe, the following equipment pieces are already been installed in our food truck:

- a. A food warmer that can be turned on to a maximum temperature of 185 degrees. Food holding temperature requirement is 135 degrees.*
- b. Small refrigerator to keep other perishable food items cold.*
- c. Although we handle our food by using disposable gloves and tongs, it is still required that we have a sink where our employee can wash his/her hands.*
- d. The warmer and refrigerator are powered by a portable 4000 watt generator.*



2.2 Permits and Fees

The mobile permit was acquired from Monroe's Health Department. See Exhibit A.

The truck was also registered with the Bureau of Motor Vehicle and the temporary plate is attached to it. The official plate should be received before December 20, 2012. The vehicle registration is attached. See Exhibit B.

2.3 Insurance

The truck is insured with Pekin Insurance. See Exhibit B. Included in Exhibit B are details of Sweet Claire's commercial business liability and workmen's compensation insurance.

2.4 Production

Our bakery owns high-capacity commercial ovens and mixers. Our kitchen is large enough and equipped to handle the needs of our retail store on 3rd Street, the summer Farmers' Market and the proposed food truck.

We also follow the professional baking methods learned at the French Culinary Institute where every ingredient is weighed and the ratio is calculated using the traditional baker's

math. Using this method allows us to keep the same taste and texture even when production is small or large.

Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

MOBILE

Sweet Claire

4840 W. Carmichael Lane

Spencer, IN 47460

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

Issued NOV 27 2012
By *Thomas W. Magno*

2012

Expires 1/31/13

This License Is Not Transferable to Another Individual or Location

EXHIBIT A



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 10	AGE 10	ISSUE DATE 11/20/2012	PUR DATE 10/28/2012	COUNTY 60 - OWEN	TP N	PL YR 2012	PLATE 2725060	PL TP GT	WEIGHT 7	PR YR	LS N	TYPE
EXPIRATION DATE 6/7/2013		PRIOR PLATE	VEHICLE YEAR 1993	MAKE UMC	TYPE VA	MODEL UNK	COLOR ONG/	VEHICLE IDENTIFICATION NUMBER 45VXA02B0PW003580				
CURRENT YEAR TAX	EX TAX 9.00	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE 9.00	WHEEL/SUR 9.37	STATE REG FEE 30.05	ADMIN FEE 0.00	TOTAL DUE 48.42				
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE 0.00	WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL DUE 0.00				

NELIA JADREN HOSTETTER
4840 W CARMICHAEL LN
SPENCER, IN 474606444

C
JG

IMPORTANT: REGISTRATION MUST BE SIGNED TO BE VALID
I swear or affirm under penalty of perjury that the information contained in this form is correct. I swear or affirm that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. I understand that the vehicle's registration is not valid until the Bureau receives the total amount owed. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.

Vehicle Registrant Signature(s) (All vehicle registrants must sign in ink to be valid)

x- *Nelia J. Hostetter*

EXHIBIT B

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.

NELIA J. HOSTETTER
Name, Printed

Nelia J. Hostetter
Signature

11/26/2012
Date Release Signed



Board of Public Works Staff Report

Project/Event: Election of Trustees to the IACT Medical Trust

Petitioner/Representative: Public Works/Legal Department

Staff Representative: Jackie Moore

Meeting Date: December 4, 2012

The City of Bloomington is a participant employer in the IACT Medical Trust. This is the second year of the City's participation in the Trust. Daniel Grundmann, Director of Human Resources for the City, is a current member of the board of trustees of the Trust.

As a participant employer, the City is invited to submit a ballot for the election of 4 trustees for a 3-year term that will run from 2013-2016. The ballot for this election states that the Board can delegate the authority to another municipal official to complete and submit the ballot. Resolution 2012-95 contains the Board's delegation of authority to the Mayor or to the Director of Human Resources to complete and submit this ballot and subsequent ballots.

Approval of this resolution is recommended.

Recommend **Approval by Jackie Moore**

**RESOLUTION 2012-95
ELECTION OF IACT MEDICAL TRUST
BOARD OF TRUSTEES**

WHEREAS, the City of Bloomington Board of Public Works ("Board") is the Chief Administrative Body of the City; and

WHEREAS, the City of Bloomington is an IACT Medical Trust participant employer; and

WHEREAS, the City is invited to participate in the IACT Medical Trust's 2012 election of four Trustees representing the Trust's member municipalities for 2013-2016 positions; and

WHEREAS, the Board desires to delegate its authority to complete and submit the ballot on behalf of the City to the Mayor or the Director of Human Resources;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby authorizes the Mayor or the Director of Human Resources of the City of Bloomington to complete and submit the ballot regarding the IACT Medical Trust's 2012 election of four trustees for 2013-2016 positions.
2. Unless specifically revoked by the Board in writing, this authorization delegated to the Mayor or the Director of Human Resources shall continue for subsequent elections of trustees for the IACT Medical Trust.

Approved this _____ day of December, 2012.

CITY OF BLOOMINGTON, INDIANA
BOARD OF PUBLIC WORKS

Charlotte Zietlow, President

James McNamara, Vice-President

Dr. Frank N. Hrisomalos, Secretary



Board of Public Works Staff Report

Project/Event: Consent Agenda

Petitioner/Representative: Public Works/Legal Department

Staff Representative: Jackie Moore

Meeting Date: December 4, 2012

Information regarding a Consent Agenda is provided for the Board's consideration. The Memo explains what a consent agenda is, and the proposed amendment shows how the consent agenda could be incorporated into the Board's regular agenda format.

A consent agenda is useful in that simple and routine agenda items can be approved when there is no need for discussion of each item. A Board member may request that an item be removed from the consent agenda. Any item removed from the consent agenda will be placed on the regular agenda and discussed later in the meeting. All items remaining in the consent agenda are approved with a single vote.

Approval of this agenda format change is recommended.

Recommend **Approval by Jackie Moore**

MEMORANDUM

TO: Members of the City of Bloomington Board of
Public Works

FROM: Jackie Moore, Assistant City Attorney

SUBJECT: Consent Agenda

DATE: November 29, 2012

A consent agenda is a practice by which non-controversial, routine and simple Board action items are organized apart from the rest of the agenda and are passed with a single motion and vote. Because items on a consent agenda are not considered controversial, there is no need for discussion regarding each individual item within the consent agenda before taking a vote. Items may only be placed on the consent agenda if all members agree; if even one member of the board believes a specific item needs discussion, said item shall be removed from the consent agenda and placed on the regular agenda for the Board to discuss as it would any other item on the regular agenda (no vote is required for removal of an item from the consent agenda).

Consent agendas are used to save time during meetings. A consent agenda also helps the members of the Board to focus on the substantive topics of the day. Through the "bundling" process of a consent agenda, those items which do not warrant meeting time can be voted on in one simple action instead of taking significant time to vote on each separate item.

The consent agenda will appear very near the beginning of the meeting; probably after Messages from Board Members are heard. By placing the consent agenda at the beginning of the meeting, any item removed from the consent agenda can be placed onto the overall agenda for discussion at a later point during the meeting.

In practice, a consent agenda works as follows. The Department of Public Works Director, or her designee, reads the contents of the consent agenda by title only, asks if any item should

be removed from the consent agenda, and removes said item from the consent agenda. Once all requested items are removed from the consent agenda, the Director or her designee restates what is remaining in the consent agenda, states that if there is no objection the consent agenda is approved and the findings contained within the respective staff reports shall become the findings of the Board.

For example, here is how this would occur in a normal meeting.

1. Staff, with Board input, creates a consent agenda in advance of the meeting. Each item within the consent agenda will be individually numbered.
2. The consent agenda is included as a proposal within the packet.
3. During the meeting, the Director or designee puts the consent agenda before the Board and asks, "Does anyone wish to remove any item from the consent agenda?"
4. Any member of the Board may remove any item from the consent agenda by simply stating, "I wish to remove item number ____ from the consent agenda."
5. If a member asked for the removal of an item, the Director or designee states the following, "Item Number ____ is removed from the consent agenda."
6. Once everything is removed from the consent agenda, the Director or designee states, "Items 1 through ____ remain in the consent agenda and are before you. If there is no objection, those items will be approved and the findings contained within the respective staff reports shall become the findings of this Board."
7. The Director or designee should pause to ensure there is no objection and then state, "Seeing no objection, the items contained within the consent agenda are approved."

In order to begin utilizing a consent agenda, a minor amendment to the Board's agenda format is required in order to include a place for a consent agenda. Attached to this Memorandum is a proposed Amendment for the Board's review and potential adoption. At least 2 members must approve any agenda amendment.

Proposed Amendment to the Agenda Format of the
City of Bloomington Board of Public Works

It is proposed that the Agenda format of the City of Bloomington Board of Public Works be amended to add a Consent Agenda. It is proposed that the Agenda format be amended to read as follows:

- I. MESSAGES FROM BOARD MEMBERS
- II. **CONSENT AGENDA**
 - 1. **APPROVAL OF MINUTES -- _____**
 - 2. **APPROVAL OF CLAIM**
- III. PETITIONS & REMONSTRANCES
- IV. HEARINGS FOR NOISE APPEAL
- V. TITLE VI ENFORCEMENT
- VI. OLD BUSINESS
- VII. NEW BUSINESS
- VIII. STAFF REPORTS & OTHER BUSINESS
- IX. ADJOURNMENT

The purpose of this amendment is to allow the Board to utilize a consent agenda in order to save time and help members of the Board focus on the actual substantive topics of the day.

**Passed on this _____ day of December, 2012, by the City of
Bloomington's Board of Public Works.**

Charlotte Zietlow, President
Board of Public Works

Number of members present for vote: _____
Number of members who voted affirmatively: _____
Number of members who voted negatively: _____
Number of members who abstained: _____



Board of Public Works Staff Report

Project/Event: Bloomington Bikeways Design Services Contract
Petitioner/Representative: n/a
Staff Representative: Adrian Reid
Date: 12/04/2012

Report:

When Public Works originally scoped the Greenways Implementation Plan, we included completion of construction drawings for two bicycle boulevards, one east-west and one north-south. Those turned out to be Allen Street/Covenanter and Highland/Hawthorne Neighborhood Greenways. Since that time, we have included construction of eight more bikeway projects in the 2013 budget. Five of those require additional design services. These five are 7th Street Neighborhood Greenway, Landmark/Adams/3rd Bike Lanes, Clifton/Union Neighborhood Greenway, East 3rd Street Bike Lanes, and Highland Avenue Neighborhood Greenway (a continuation of the Highland/Hawthorne Greenway south of Miller Drive).

With their experience developing our Greenways Plan, Burgess & Niple has unique knowledge of the background and design guidance for each of the facilities outlined in the plan. As a result, we are requesting approval of a design contract with B&N to complete these designs for the amount of \$98,920. Our plan is to bid out simultaneously these five designs and the two neighborhood greenways already designed, Allen/Covenanter and Highland/Hawthorne, for one contractor to build in the summer of 2013.

Recommendation and Supporting Justification: Staff recommends approval of design services contract.

Recommend Approval Denial by

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

Board of Public Works
Staff Report

PROJECT NAME: Bloomington Bikeways Design Services: Phase I

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 Burgess & Niple, Inc. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to design for the construction of bicycle infrastructure in the City of Bloomington, **and;**

WHEREAS, the Board requires the services of a professional engineering consultant in order to **perform tasks including coordination, construction plans, specifications, and cost estimates**, which shall be hereinafter referred to as "the Services", and;

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of 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 Justin Wykoff, Senior Project Manager, Department of Public Works ("Wykoff") to serve as the Board's representative for the project. Wykoff 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 amount of: Ninety Eight Thousand Nine Hundred Twenty Dollars (\$ 98,920).

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. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

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

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

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision

to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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 Emergency 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
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Consultant:

Burgess & Niple, Inc.
251 N. Illinois Street
Capitol Center Suite 920
Indianapolis, IN 46204

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of

a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

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

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

Consultant and any of its 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 actual damages.

Consultant shall require any subcontractors performing work under this Agreement to certify 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. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Consultant shall sign an affidavit, attached as Exhibit F, affirming that 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

Burgess & Niple, Inc.

By:

Charlotte Zietlow
President



E. Scott Sondles, P.E.
Vice President

By:



Mark Krizan,
Mayor

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>Jackie Moore</u> DATE: <u>11-28-12</u>

EXHIBIT "A"

Services to be Provided by Consultant

Construction plans for 5 bikeway projects from the city's bikeways implementation plan recently completed by B&N for the city. The design and construction plans will be based upon the GIS information provided by the city.

The 5 projects are:

1. IM 1: 7th Street/Longview Avenue: Adams Street to Smith Road
2. IM 2a/2b: S. Adams Street: W. 3rd to W. 7th /West 3rd Street: S. Landmark Ave. to S. Adams St.
3. IM 6: Clifton/Union Neighborhood Greenway: Maxwell Street to Law Lane
4. IM 7: East 3rd Street: Dunn Street to SR 45/46
5. CST 2 - Highland-Hawthorne: Short to Miller and completion of the full set of Highland-Hawthorne Neighborhood Greenway plans.

The total length of these projects is 6.25 miles of bikeway.

The following section is a summary of the features of each bikeway and fee per route:

IM1 7th Street/Longview Avenue: Adams Street to Smith Road: This shared lane markings and bike lanes project provides east west commuting that links the near west side with downtown, IU, and the East 45/46 Bypass and College Mall Road areas. West of downtown, it is a neighborhood greenway style facility while through downtown, the project uses bike lanes. Through IU, the route connects with the campus bike/pedestrian network and then connects back to E. 7th Street at Union Street. From here, the route would stay on East 7th Street and proceed east to the new SR 46 underpass and proceed to Longview Avenue.

Length: 3.48 miles Design Fee: \$55,400

IM2A South Adams: W. 3rd to W. 7th & IM2B West 3rd Street: S. Landmark Ave. to S. Adams Street: This route connects with IM1 West 7th Street/Longview as well as the existing bike lanes on West 3rd Street. It uses bike lanes along West 3rd and S. Adams Streets and becomes a neighborhood greenway on North Adams Street. The project improves the Adams/Kirkwood intersection by adding crosswalk and bike lane improvements at that location.

Length: .58 miles Design Fee: \$8,900

IM6 Clifton/Union Neighborhood Greenway: Maxwell to Law Lane: The north-south neighborhood greenway connects with the IM1 7th Street/Longview route, LT6 10th Street, and other existing bikeways in the vicinity of IU. On Union Street, bike lanes are recommended north of 7th Street and neighborhood greenway and traffic calming south of 7th Street. On Clifton and Anita Streets, neighborhood greenway is the recommended facility type.

Length: 0.95 miles Design Fee: \$14,850

IM7 3rd Street: Dunn to SR 45/46: The route connects with the Dunn Street/Indiana Ave. bikeway. Since 3rd Street is one way in the west bound direction, Hunter Avenue, a signed bike route, serves the east bound bicyclists along this stretch. Buffered bike lanes are recommended along East 3rd Street in the west bound direction.

Length: 0.91 miles Design Fee: \$14,820

CST2 – Highland Avenue/Hawthorne Drive Neighborhood Greenway: Winslow Road to Third Street: This work will complete bikeway design from the southern terminus of S. Olive Street and E. Miller Drive, to east on Miller Drive, south on Maxwell Drive proceeding south to approximately Short Avenue for a connection with the off street trail network constructed in the redesign of the YMCA. North of Miller, the routing is via South Olive Street, Weatherstone Lane, Path, Highland Avenue, E. Sheridan Drive, and S. Hawthorne Drive to E. Third Street. Ultimately, this neighborhood greenway combines bike lanes, sharrows, and off-street paths in one discernable north-south route that connects the proposed E. Third Street bikeway, Allen-Covenanter Neighborhood Greenway and side paths along Winslow Road/Country Club Drive.

Length: .33 miles Design Fee: \$4,950

Deliverable and Total Fee:

B&N will complete construction plans that are similar to those completed previously for the city's neighborhood greenways projects. The starting point for all data will be the conceptual designs and data collected during the Bloomington Bikeways Implementation Plan contract and scope completed by B&N for the city in 2012. These concepts made comments and facility type selections on aerial photographs. The decisions on facility type were developed from city provided/B&N confirmed data from the city's GIS and "As Built" construction documents.

The construction plans will be suitable for construction by either city staff or included in bid documents for contractors. Design assistance to Bloomington for these construction plans total **\$98,920**. This lump sum fee includes all expenses associated with the deliverables, project management, conferencing, and two on-site meetings in Bloomington to review plans and special conditions and collect any needed design information.

This fee does not include geographic survey or traffic data collection. If more information is necessary, B&N will request the information from city as early as possible.

EXHIBIT "B"

Total Compensation

The construction plans will be suitable for construction by either city staff or included in bid documents for contractors. Design assistance to Bloomington for these construction plans total **\$98,920**. This lump sum fee includes all expenses associated with the deliverables, project management, conferencing, and two on-site meetings in Bloomington to review plans and special conditions and collect needed design information.

This fee does not include geographic survey or traffic data collection.

EXHIBIT "C"

Schedule

Milestone	Estimated Date	Description/Comments
Notice to Proceed with Preliminary Engineering and Design	December 17, 2012	City provides email authorization to proceed following Board approval.
Assemble project data in hand	December 17, 2012	Project data from the Implementation Plan project will be reviewed and confirmed. Any data gaps will be requested from city.
Field Check/Meeting 1 with client	January 2013	A discussion with city on any missing data or changing condition with the projects.
First draft construction plans	February 2013	Consultant to provide plans to city when each is complete.
Meeting 2 with client	March 2013	Consultant to review final plans with city.
Submit final construction plans	April 8, 2013	Final construction plan submittal to city.

EXHIBIT "D"

Key Personnel

Key B&N Personnel will include:

- Brian Martin, AICP
- Josh Cook, PE
- Kimberly Pitcher, PE
- Jason Mathias, PE

EXHIBIT "F"

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT

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

- 1. The undersigned is the Vice President of Burgass + Niplo, Inc..
2. The company named herein that employs the undersigned:
- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.
3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

E. Scott Sondles
Signature
E. SCOTT SONDLERS
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared E. Scott Sondles and acknowledged the execution of the foregoing this 27 day of November, 2012.

Kelly J. Revard
Notary Public
Printed name

My Commission Expires: April 11, 2013
County of Residence: Marion





Board of Public Works Staff Report

Project/Event: Board of Public Works January 1, 2013 Meeting Date

Petitioner/Representative: Public Works

Staff Representative: Christina Smith

Meeting Date: December 4, 2012

The Board has a regular meeting scheduled on January 1, 2013 which is New Years Day and City offices will be closed. During the month of January, the Board has two regular scheduled meetings on January 15th & 29th; therefore, I recommend that the meeting on January 1st be canceled.

In the event that something comes up that requires the Board's immediate action, a special meeting can be scheduled.

Recommend: Approval by Christina Smith