

BOARD OF PUBLIC WORKS

MEETING PACKET

January 15, 2013

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

A Regular Meeting of the Board of Public Works to be Held Tuesday, January 15, 2013 at 5:30 p.m., in the City Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. ELECTION OF OFFICERS

II. MESSAGES FROM BOARD MEMBERS

III. APPROVAL OF MINUTES – December 18, 2012

IV. PETITIONS & REMONSTRANCES

V. TITLE VI ENFORCEMENT

VI. HEARINGS FOR NOISE APPEAL

VII. OLD BUSINESS

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

VIII. NEW BUSINESS

1. **Request from Monroe County to Place Dumpster at 200 N. College Avenue for the Health Department Building's Remodel Project (12/26/12 thru 3/1/13)**
2. **Request for Noise Permit for Wedding Event at Sycamore Shelter within Lower Cascades Park (Saturday, 7/6)**
3. **Resolution 2013-01: Use of a portion of the 100 block N. Grant Street for the Monroe County Public Library Outdoor Performance Event (Monday, 4/15)**
4. **Resolution 2013-02: Allow Itinerant Merchant to Operate in the Public Right of Way (Haralovich Food Services)**
5. **Resolution 2013-03: Agreement with Community Action Program (CAP) Regarding the Distribution of City Trash Stickers**
6. **Resolution 2013-04: Request to Encroach into Right of Way with Public Improvements at 640 N. Morton Street, Morton Grad Apartments**
7. **Agreement to Provide City Services at Woolery Mill Phase 3**
8. **Authorization of Outdoor Lighting Service Agreement for S. Woods Edge Bend**
9. **Authorization of Outdoor Lighting Service Agreement for S. Walnut Street Pike**
10. **Authorization of Outdoor Lighting Service Agreement for N. Pete Ellis Drive**
11. **Authorization of Outdoor Lighting Service Agreement for S. Claybridge Drive**

IX. STAFF REPORTS & OTHER BUSINESS

X. APPROVAL OF CLAIMS

XI. ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, January 29, 2013 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, December 18, 2012 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

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

Present: Charlotte Zietlow
James McNamara
Frank Hrisomalos

ROLL CALL

City Staff: Susie Johnson, Director- Public Works
Adrian Reid – City Engineer
Jackie Moore – City Legal
Justin Wykoff – Engineering
Roy Aten - Engineering
Chris Smith - Public Works
Miah Michaelsen – ESD
Danise Alano Martin – Director, ESD
Laurel Archer – Public Works

Hrisomalos wished everyone Merry Christmas. McNamara stated the January 1st meeting has been cancelled.

**MESSAGES FROM
BOARD MEMBERS**

McNamara moved to approve the minutes from December 4, 2012. Hrisomalos seconded the motion. The minutes from December 4, 2012 were approved as submitted.

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

None

**TITLE VI
ENFORCEMENT**

None

**HEARINGS FOR NOISE
APPEALS**

OLD BUSINESS

NEW BUSINESS

Roy Aten, City Engineering, introduced himself. Aten stated the owner would like to remove the asphalt ditch line and replace with a rain garden which will be a mulch and stone area with different types of plantings. The City has reviewed his request and because it is a very large capital investment the property owner is making, staff felt it appropriate to get an encroachment agreement. City of Bloomington Utilities has no problem with the rain garden. Staff recommended

**Resolution 2012-96:
Request to Encroach
within Right of Way with
Rain Garden at 1714 S.
Wilton Drive**

approval.

Zietlow stated the encroachment would be at the corner of Wilton and East Arden Drive and asked if anyone was present to speak to the request.

Aten stated the property owner could not make this meeting.

McNamara asked if there was a precedent for rain gardens in the right of way. McNamara also stated he was not sure what a rain garden is. Roy stated the garden has been put in and is mulch and grasses, and basically landscaping. Roy added this was professionally designed and installed by professionals.

McNamara asked how it looks. Aten believed anyone would say it is an improvement to the neighborhood.

McNamara stated with an encroachment the City can always "de-encroach" if necessary for some reason. Aten stated yes.

McNamara made a motion to approve Resolution 2012-96, request to Encroach within Right of Way with Rain Garden at 1714 S. Wilton Drive. The motion was seconded by Hrisomalos. The Motion passed. Resolution 2012-96 approved.

Miah Michaelsen stated the Buskirk Chumley Theater (BCT) is holding its 10th Annual PRIDE Film Festival on Thursday, January 31st through February 3rd, 2013. This is one of the major events on the BCT's annual calendar of events. Miah further stated in past years the BCT has requested and received permission from the Board of Public Works to close the street directly in front of the theatre for a street dance and public mingling activities in association with the Festival. Because this year's request falls during an Indiana University Basketball game, the Bloomington Police Department has requested the street not be closed. Staff has worked with BCT and they have requested the closure of the east/west alley immediately behind the theatre from Washington to Walnut. The hours of the closure will be 10:00 p.m. until midnight on Saturday, February 2nd for dance activities. They are also requesting a Noise Permit for the event. This is an area that is closed when buses are parked there for musical entertainers that need the additional loading space, no closure would not be unusual. Michaelsen stated this is a great event and the City is proud to have it in our community.

Resolution 2012-97: Use of Public Alley for Buskirk-Chumley Theater (BCT) PRIDE Event (Saturday, 2/2/13)

McNamara made a motion to approve Resolution 2012-97: Use of Public Alley for Buskirk-Chumley Theater (BCT) PRIDE Event on Saturday, 2/2/2013. Hrisomalos seconded the motion. The motion

passed. Resolution 2012-97 approved.

Miah Michaelsen explained this a request for an Itinerant Merchant in the public right of way. The name of the business is Taco Rocket Operating Group. It has been determined when an 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 Economical and Sustainable Development has reviewed the application and the Board of Public Works' approval is required to operate in the public right of way. ESD will confirm that all rules and regulations have been met prior to the permit being issued. To this point the applicant has met all requirements. The business will operate from a food truck trailer. The application is for one year. Michaelsen also noted a mistake with the Resolution number on the last page of the Resolution.

Resolution 2012-98:
Allow Itinerant Merchant
to Operate within Right
of Way

Keith Booe introduced himself. Mr. Booe stated he has a restaurant at 306 North Walnut which delivers Mexican food. This cart would sell Italian beef sandwiches and hot dogs. There will be Tacos on Tuesday. Mr. Booe added the cart will increase revenue for his business.

Zietlow asked if the food will be cooked in the cart. Booe stated the food would be cooked in the restaurant and some assembly done at the cart.

Zietlow asked what hours this will be operated. Booe stated late at night will probably be the most productive time. He also stated they will try lunch at Ivy Tech.

McNamara stated that his restaurant location seems to be where all the itinerant merchants want to go. Booe stated that was correct.

Hrisomalos made a motion to approve Resolution 2012-98: Allow Itinerant Merchant to Operate within Right of Way (Taco Rocket) McNamara seconded the motion. The motion passed. Resolution 2012-98 approved.

Miah Michaelsen stated this request is from the City of Bloomington Parks & Recreation Department who has requested the use of Showers Parking area and Shower's Plaza for the 2013 Saturday Market which begins, April 6th and end on April 30th. This will include closing a section of 8th Street between the B-Line Trail and Morton Street. Closure will be from 4:00 a.m. until 2:00 p.m. each Saturday. Also requested was use of a section of Madison Street adjacent to Bloomingfoods for the Tuesday Market. Tuesday Market will begin June 4th and end September 24th. The closure will be from 2:00 p.m.

Authorization to Utilize
Showers Commons, 8th
Street and Madison
Street for 2013
Community Farmer's
Market Season

until 7:30 p.m. Businesses on the north end of the block will maintain full access during this time. In 2012 customer attendance at the Market exceeded 200,000 people.

Zietlow asked if this included the Tuesday market as well. Miah stated she did not have attendance specifically for the Tuesday Market. Michaelson added that the Parks Department is very good at analyzing what they do and making sure they utilize their resources wisely. If the Tuesday Market were not doing well, it would probably not be part of this request.

McNamara made a motion to approve the authorization to utilize Showers Commons, 8th Street and 1/2 block on Madison Street for the 2013 Community Farmers' Market season. Hrisomalos seconded the motion. The motion passed.

Zietlow stated Dr. Hrisomalos will not participate in the discussion as he has a relationship with Hoosier Energy.

**Action Regarding
Request for Vacation of
S. Tech Park Boulevard**

Adrian Reid stated the City has received a request to vacate the right of way for Tech Park Boulevard. Tech Park is the first road coming off 37 to the east. The vacation request is the right of way beginning at Schmaltz Blvd which is the east/west street and then continuing north. Staff has reviewed the request. This is a 50 foot wide strip, and is approximately 768 feet to the cul-de-sac. Staff is requesting the Board forward a positive recommendation to the City Council on the vacation of that right of way.

Reid further explained there is a business that is looking at this site and proposing a campus type headquarters. There are multiple parcels north of Schmaltz Boulevard; however, the cul-de-sac would no longer be needed as the business would be using all those parcels. Reid added there is a cell tower at the end of the cul-de-sac and an easement will need to be maintained for access to the cell tower. This will be part of the agreement.

Dan Neubecker with Bledsoe Riggert Guerrettaz introduced himself. He stated the owner, Public Investment Corporation, Dee Burris, is present. Also present were representatives from Hoosier Energy who is the potential buyer.

Matt Mavery, Project Manager with Hoosier Energy, introduced himself. Mavery introduced Mike Raply, Senior Vice President of Marketing and Business Development, and Bob Richhart, Vice President of Management Services for Hoosier Energy. Mavery explained that Hoosier Energy is a not-for-profit generation and transmission cooperative that was incorporated in 1949. Hoosier

Energy is a wholesale power supplier headquartered in Monroe County. Hoosier Energy is owned and controlled by an 18 member distribution cooperative, known as REMC or REC's. Hoosier Energy has 300,000 electric meters under this area. There are about 700,000 people served by Hoosier Energy within a 15,000 square mile area, and 59 counties in Southern Indiana. The company employs about 475 employees, and there is a bargaining unit which is the IBEW.

Mavery stated the company does have an option on the property which is about 13 1/2 acres and goes until July 31st. What is proposed is an 80,000 + square foot facility expandable to about 110,000 square feet. The investment is anticipated to be about \$25 million dollars. It is expected there would be 140 employees working in this office building. This building would hold human resources, accounting and finance, compliance, engineering, marketing and business development. Mavery stated they are looking forward to a December 1, 2014 occupancy date. The project is subject to the Board of Directors' approval, and it would be beneficial if they could tell their Board the status of the right of way vacation. Mavery explained building and site highlights. The building will be sustainable with a focus on energy efficiency. The plan is to have six (6) plug in electric hybrid vehicle charging stations on site, with ten (10) carpool parking spaces, all LED lighting for the facility. Also being looked at very closely is tree preservation, native species plantings. Hoosier Energy is targeting at least a LEED Silver Certification for this facility.

Mavery stated the road vacation is needed to make the most effective use of this site to meet current and future building needs. This would include sufficient parking, adequate circulation and future expansion. Mavery stated Hoosier Energy has an option on 8 lots. The vacation would also enhance security for the facility by allowing for a gate at Tech Park Boulevard and Schmaltz Road. Hoosier Energy feels the sole purpose of the street was to serve multiple tenants as it was platted, however, that purpose will no longer exist as Hoosier Energy would be the sole owner from Schmaltz Road north.

Mavery stated the benefits to the City are the jobs the new building would bring as well as adding to the tax base of the City. This stretch of road would no longer need to be maintained by the City which would result in a long term savings to the City. Also, it is believed the plans would disturb less ground on these properties than would be expected with multiple tenants.

Mavery closed by stating Hoosier Energy would respectfully request the Board's consideration of the right of way vacation.

Zietlow asked about the property to the north. Adrian stated the area to the north is unplatted. Zietlow asked if the property to the east is also owned by the Public Investment Corporation. Reid stated he believed it was. Zietlow asked if they are moving their current location. Mavery stated the offices would be relocated from the current location. Zietlow asked if they would still use the current site. Mavery stated yes they would use the old facility for certain operation functions. The business functions will be relocated to the new site.

McNamara felt the statistics were impressive. He asked if since they were not-for-profit if they were exempt from property taxes. Mavery stated Hoosier Energy does pay property taxes.

Danise Alano Martin, the City's Economic and Sustainable Development Director, stated ESD is very supportive of this project, and very supportive of the right of way vacation request. In full disclosure, Alano Martin stated staff will be supporting a tax abatement request which goes before Economic Development Commission on Friday (12-21-12), which, if approved, will go to the City Council the first part of the new year. The project will still be an important tax enhancement. There is a Tax Increment Finance District at this location so is an area the City has targeted for redevelopment. ESD is excited to see these jobs retained in Monroe County by Hoosier Energy.

Zietlow and McNamara both thought this was a good deal. Zietlow was happy that they are planning to make it a sustainable project.

McNamara wondered about a possible I69 interchange and there was a brief discussion about how the project could be impacted.

Zietlow asked about the sources of the energy used by Hoosier Energy and if they are using alternative sources. Mavery stated Hoosier Energy's portfolio consists of natural gas, coal, and there are renewable energy facilities, primarily landfill gasification. Hoosier Energy also has a purchase power agreement with a wind farm in Iowa. There are other projects in the planning stages for renewable energy.

Zietlow asked what the building will use for energy. Mavery stated they are currently looking at some of the more efficient mechanical systems, such as geo-thermal, and also the DRV which are advanced mechanical systems that are much more efficient. There will be LED lighting.

McNamara wanted it stated for the viewing public that the Board of Public Works is only making a recommendation to the City Council

who will then give final vote on the vacation of the right of way.

Mavery added one final comment stating because this is potential land sale, there is a drop dead date for when the purchase has to take place. Otherwise the right of way vacation will be null. He believed the date to be July 31, 2013.

McNamara made a motion to approve the request for vacation of S. Tech Park Boulevard as explained in documentation. Zietlow seconded the motion. The motion passed. The recommendation will be passed along to the City Council.

Zietlow wanted it noted the Dr. Hrisomalos has abstained from the discussion.

Hrisomalos did compliment Mr. Mavery on a very nice presentation and thought it very impressive.

Moore stated Bloomington Transit has federal grant funds and will be constructing a new transfer facility at 3rd & Walnut Street and a new dispatch center for City and County will occupy the second floor. Transit needs a signal installed at Smith Avenue and Walnut Street to allow its buses to exit onto Walnut and then to get onto West 3rd Street. Transit needed to encumber money by the end of 2012 for this project. With this Memorandum of Understanding (MOU) the Board is agreeing to purchase the signal for Transit and Transit agrees to fully reimburse the Board. Since this signal is needed by Transit and not by the City, Transit has also agreed to be financially responsible for any replacement costs or maintenance costs after the MOU is signed. The Board previously authorized request for quotes on this project. The MOU does include the amount of the lowest quote which was \$126,778.

McNamara added he hoped the light will flash yellow when Transit is finished for the day to facilitate northbound traffic.

McNamara moved to approve the Memorandum of Understanding between Public Works and Bloomington Transit for the signalization improvement project at East Smith Avenue and South Walnut. Hrisomalos seconded the motion. The motion passed. MOU approved.

Wykoff stated at a previous meeting the Board gave permission to seek quotes for Signalization Improvement project at E. Smith Avenue and S. Walnut Street. Requests for quote were sent to three different contractors, Mid Western Electric Contractors, TC Electric and Drew Signal Corporation. Two quotes were received. The lowest and most

Memorandum of Understanding Between Public Works and Transit for the Signalization Improvement Project at E. Smith Avenue and S. Walnut Street

Approval of Midwestern Electric Contract for Installation Services for the Signalization Improvement Project at

responsible and responsive bid was the quote for \$126,778 from Mid Western Electric. They are also the contractor already on site for Dave O'Mara and are redoing the signals at 2nd Street and 3rd Street.

E. Smith Avenue and S. Walnut Street

Wykoff responded to McNamara's concern about progression of traffic on Walnut. The signal will have a loop detector that will go up Walnut Street to the entrance/exit to Transit where the buses will trigger the signal, as well as a pedestrian button. When transit is finished for the day the signal will remain green. McNamara was pleased.

McNamara made a motion for approval of Midwestern Electric Contract for Installation Services for the Signalization Improvement Project at E. Smith Avenue and S. Walnut Street. Hrisomalos seconded the motion. The motion passed. Contract awarded to Midwestern Electric in the amount of \$126,778.

Wykoff stated several years ago when Patterson Drive was constructed between Allen and 2nd Street there was an earthen embankment built along the westside. This is next to stream that scours out during large rain events. Staff would like to contract with Earth Exploration for an amount of \$11,994 to design the footer and the wall with the appropriate backfill to sustain the sidewalk in the area.

Approval of Patterson Drive Retaining Wall Design to Earth Exploration

Zietlow asked where the retaining wall will be located. Wykoff stated approximately 150 feet north of Allen Street, and is about 300 feet long and will be located on the westside.

McNamara asked if this was the City's right of way. Wykoff stated it is City right of way.

Hrisomalos asked about the size. Wykoff stated the blocks are 2 foot x 2 foot by 6 foot long. They will be interlocking like Lego blocks. The total length will be about 300 feet long. Hrisomalos wondered how high the wall will be. Wykoff thought the height would be about 7 feet tall.

McNamara asked about funding. Wykoff stated General Fund for buying the materials, but City Utilities will do the actual installation of the project.

Zietlow asked if the amount includes labor. Wykoff stated this contract is only for the design.

Hrisomalos moved to approve the Patterson Drive Retaining Wall Design to Earth Exploration. McNamara seconded the motion. The

motion passed. Design Contract with Earth Exploration in the amount of 11,994.00 approved.

Zietlow asked about the location of Earth Exploration. Wykoff stated they are in Indianapolis.

Rick Dietz, IT Director for the City of Bloomington, introduced himself. He explained this agreement document codifies the annual funding agreement between the City of Bloomington and Monroe County Public Library (MCPL) for the purpose of funding Community Access Television (CATS) for services this coming year. This was adopted in the 2013 budget, and this agreement simply formalizes the operating relationship between the City and MCPL. The amount of funding budgeted for the coming year is \$397,568. This does represent a 3 percent increase in the City's funding of CATS over this current fiscal year of 2012.

Agreements with MCPL for CATS

McNamara thanked Chris Smith for getting this document to him quickly so he could review it. He added he thinks his fondness for this organization is historic and established. McNamara stated he has spoken with Mike White who asked that he extend to the Board his appreciation for their continued support. This will be 40 years for CATS. There has been a long partnership with the City of Bloomington. McNamara was thrilled to support this request again.

McNamara made a motion to approve the agreement with Monroe County Public Library, Community Access Television Services and the City of Bloomington. Hrisomalos seconded the motion for the amount of 397,568. The motion passed. CATS funding agreement approved.

Susie Johnson, Public Works Director, stated the Street Department has finished with the leafing program ahead of schedule, and was pleased with the good weather.

STAFF REPORTS & OTHER BUSINESS

Johnson announced that Christmas Tree pick up from the Sanitation Department will run from December 31st through January 10th. The Christmas trees are shredded and composted so all lights, ornaments, tinsel, etc. must be removed.

McNamara asked if the trees go to Good Earth. Johnson stated yes they do.

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

**APPROVAL OF
CLAIMS**

McNamara moved to adjourn the meeting. Hrisomalos seconded the motion. Meeting adjourned at 6:20 p.m. The Board wished everyone Happy Holidays. The next meeting will be on January 15, 2013.

ADJOURNMENT

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: AIDS Walk

Petitioner/Representative: South Central Indiana Community AIDS Action Group

Staff Representative: Miah

Meeting Date: January 15, 2013

Event Date: Saturday, March 23, 2013

The Board of Public Works previously approved this event request (Resolution 2012-88) as sponsored by IU Health Positive Link and the IU Bloomington Hospital Foundation. Event sponsorship is now led by South Central Indiana Community AIDS Action Group with additional support from IU Health Bloomington-Positive Link, Indiana University School of Public Health and the Bloomington Hospital Foundation.

The event is the 9th annual AIDS Walk on Saturday, March 23 beginning at noon at Waldron, Hill and Buskirk Park. They do accept donations and all proceeds go to IU Health Positive Link – which provides education, resources and support for those living with HIV/AIDS. Approximately 250 people are expected to participate. The route is as follows:

- Begin at Waldron, Hill and Buskirk Park.
- Left (south) on Washington St.
- Left (east) onto Smith.
- Left (north) onto Lincoln.
- Right (east) onto Kirkwood.
- Left (north) onto Indiana.
- Right (east) onto 7th St.
- 7th St. east down to Showalter Foundation (IU Auditorium) and then west to Morton.
- Left (south) onto Morton.
- Left (east) onto 4th St.
- Right (south) onto Washington back to Waldron, Hill and Buskirk Park.

Walkers will walk on the sidewalk, but there is a likelihood that in congested areas walkers will walk in the street as well.

Traffic control will be provided by volunteers. Bloomington Police Department has issued a Parade Permit pending BPW approval.

Since sponsorship particulars have changed since the Board of Public Works approved the original request in October, staff felt it appropriate to resubmit the event with the new sponsors.

Staff recommends approval of the request.

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

AIDS Walk Route – for March 23th 2013

- Begin at The Waldron, Hill and Buskirk Park.
- Left (south) on Washington St.
- Left (east) onto Smith.
- Left (north) onto Lincoln.
- Right (east) onto Kirkwood.
- Left (north) onto Indiana.
- Right (east) onto 7th St.
- 7th St. east down to Showalter Foundation (IU Auditorium) and then west to Morton.
- Left (south) onto Morton.
- Left (east) onto 4th St.
- Right (south) onto Washington back to The Waldron, Hill and Buskirk Park.

RESOLUTION 2012-88

South Central Indiana Community AIDS Action Group AIDS Walk

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

WHEREAS, South Central Indiana Community AIDS Action Group will sponsor the 9th Annual AIDS Walk in Bloomington; and

WHEREAS, South Central Indiana Community AIDS Action Group has requested use of public streets and sidewalks for the 2013 Walk; and

WHEREAS, South Central Indiana Community AIDS Action Group has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, South Central Indiana Community AIDS Action Group herein after "Sponsor", has agreed to execute the "Release, Hold Harmless and Indemnification Agreement" regarding the use of the City of Bloomington's property as described on Attachment A and has agreed to provide the city with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED:

- 1) That the City of Bloomington Board of Public Works agrees that public streets and sidewalks may be utilized to conduct the Bloomington Hospital Foundation's AIDS Walk between the hours of noon and 2:00 p.m. on Saturday, March 23, 2013.
- 2). The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time as walkers use sidewalks and cross the following streets: Indiana Kirkwood Avenue, Indiana Avenue, Dunn Street, Grant Street, Lincoln Street, Washington Street, Walnut Street, College Street and 3rd Street during the hours of the event.
- 3) The sponsor agrees to be responsible for setting up barricades as instructed by City of Bloomington Engineering Department.
- 4) The sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
- 5) The sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 3:00 p.m., Saturday, March 23, 2013.
- 6) _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

RESOLUTION 2012-88

ADOPTED THIS ____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

AGREED TO THIS _____ DAY OF _____, 2013

SOUTH CENTRAL INDIANA COMMUNITY AIDS ACTION GROUP

Signature

Printed Name

Position

**RELEASE, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
SOUTH CENTRAL INDIANA COMMUNITY AIDS ACTION GROUP AIDS WALK**

WHEREAS, the undersigned, the South Central Indiana Community AIDS Action Group AIDS Walk, hereinafter referred to as "Releasors" is sponsoring a walk on March 23, 2013 and

WHEREAS, in connection with the Walk, the Releasors seek to use the public property of the City of Bloomington, specifically sidewalks adjacent to Indiana Avenue, Kirkwood Avenue and Walnut Street; and

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

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

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

South Central Indiana Community AIDS Action Group AIDS Walk

Signature

Date

Printed Name

Position



Board of Public Works Staff Report

Project/Event: Request from Monroe County To Place a Dumpster at 200 N College Avenue for the Health Department Building's Remodel Project (12/26/12 thru 03/01/13).

Petitioner/Representative: Jason Carnes, Commissioners' Administrator

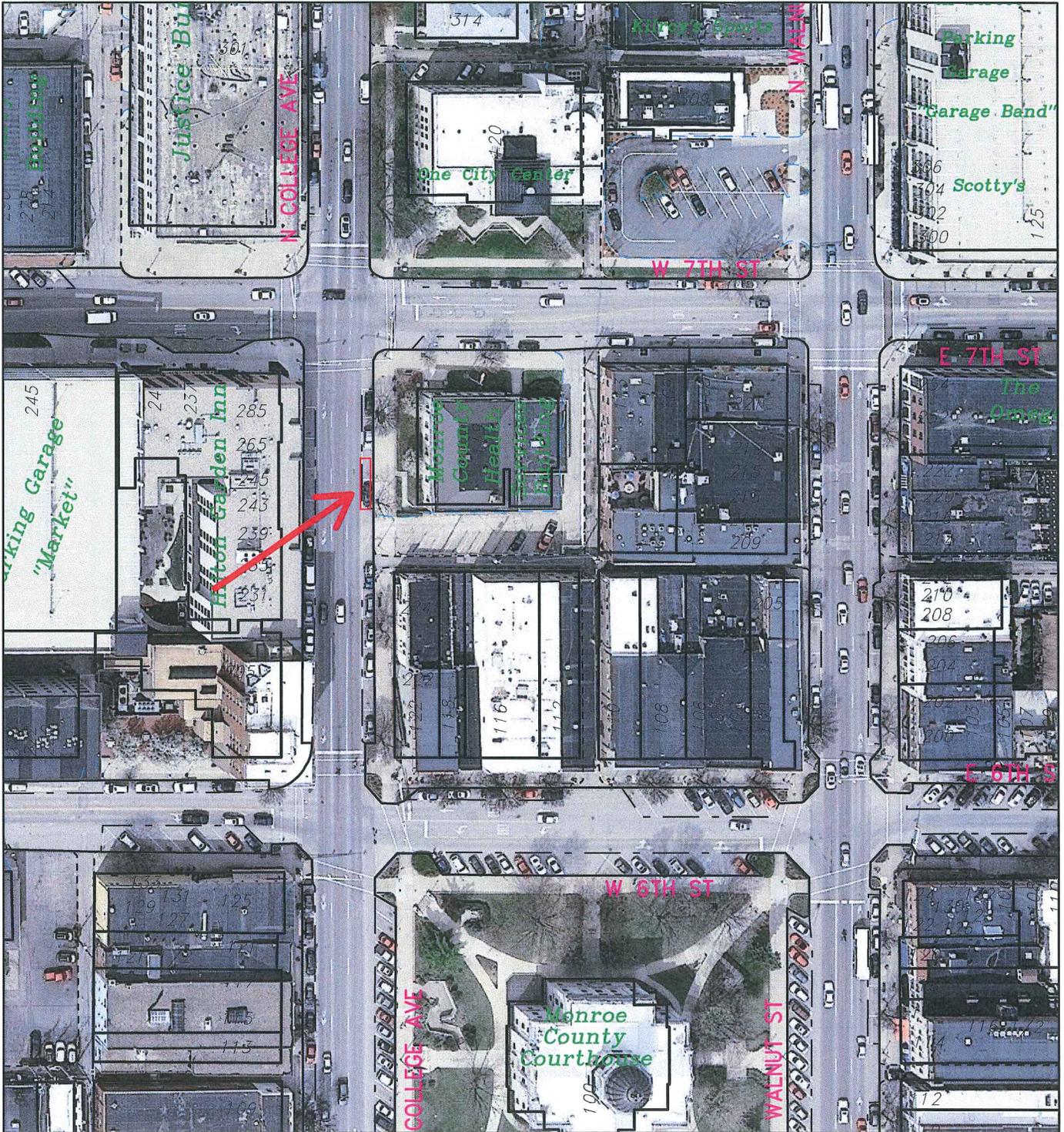
Staff Representative: Roy Aten

Date: 01/15/2013

Report: The Monroe County Commissioners Department has requested the use of two parking spaces on the East side of the 200 block of North College Avenue, adjacent to the Monroe County Health Services Building, for the placement of a construction dumpster. The dumpster will be needed for construction related debris generated by the remodel of the lower portion of the Monroe County Health Services Building. The County is requesting the use of the two parking places for a time period of two months, ending on or before March 1st, 2013.

Recommendation and Supporting Justification: Other locations for the dumpster were considered and due to the site constraints and contractual parking obligations, the location along North College Avenue was considered the best option. The Contractor has placed a low profile dumpster and will continue to use traffic cones to accentuate any traffic concerns. City Staff recommends approval of the use of two parking spaces along the Eastern side of North College Ave for the temporary placement of a construction dumpster by Monroe County.

Recommend **Approval** **Denial;** by Roy Aten

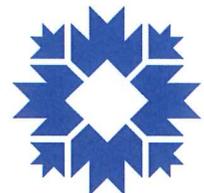


200 Block of North College Ave
 Monroe County Health Building
 Place dumpster until 03/01/13 along College Ave

By: aterro
 10 Jan 13

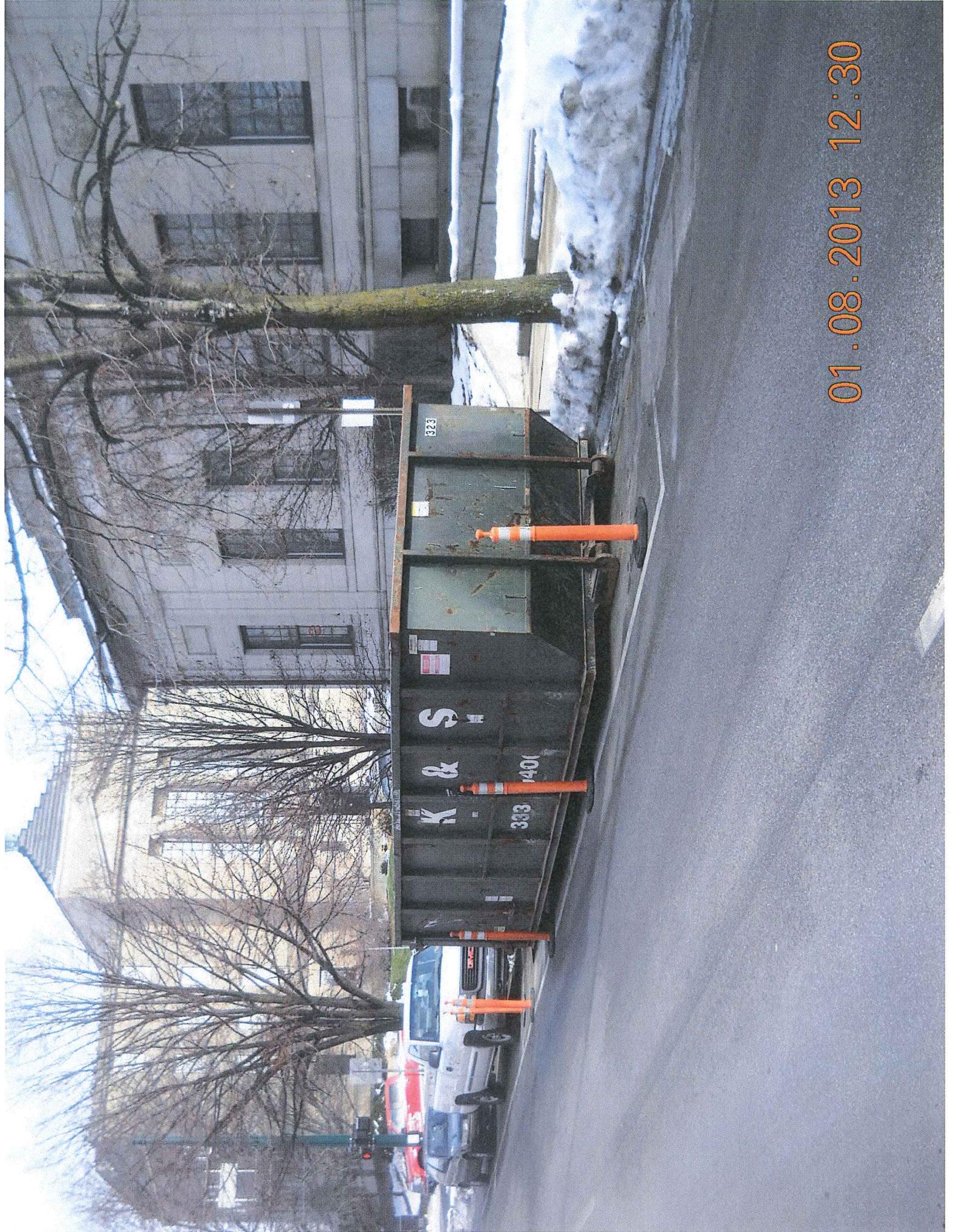


City of Bloomington
 Engineering



Scale: 1" = 100'

For reference only; map information NOT warranted.



01.08.2013 12:30



Board of Public Works Staff Report

Project/Event: Noise Permit for Wedding at Parks Shelter

Petitioner/Representative: Lloyd Nichols

Staff Representative: Miah Michaelsen

Meeting Date: January 15, 2013

Event Date: July 6, 2013

The petitioner has requested a noise permit to allow for a dj and amplified music to be played at a wedding and reception at Parks' Sycamore Shelter July 6, 2013 beginning at 4 p.m.

Staff supports the request.

Recommend Approval Denial by Miah Michaelsen

CITY OF BLOOMINGTON

NOISE PERMIT

ORGANIZATION PRIVATE WEDDING ON Bloomington Parks
ACTIVITY WEDDING
DATE OF EVENT July 06, 2013 TIME OF EVENT 4pm
LOCATION OF EVENT SYCAMORE SHELTER
COST ~~300~~ 0 PURPOSE WEDDING/~~RECEPTION~~
SOURCE OF NOISE DJ / Amplified MUSIC
IS MUSIC AMPLIFIED Yes X No
WHAT INSTRUMENTS No
OTHER INFORMATION

CONTACT PERSON LLOYD NICHOLS PHONE 812-219-5782
ADDRESS 2102 S. ROGERS ST. Bloomington, IN
SIGNATURE *Lloyd Nichols*

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

BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

Date



City of Bloomington
Parks & Recreation

401 N. Morton Suite 250 Bloomington, IN 47404 Phone: 812-349-3700 Fax: 812-349-3705 (M-F 8am - 5pm)

SHELTER RESERVATION AGREEMENT

(Please have this form with you during your rental)

Applicant Name LOYD NICHOLS Address 2102 S. ROGERS ST.
Home Phone 812-219-5282 Work Phone 812-398-9809
Name of Organization/Group _____
Purpose of Function MEETING Approximate Attendance 75+
Date of Use JULY 6, 2013 Time of Use 6am-11am
*Fee entitles group 6am - 11pm use of the shelter
Shelter Reserved Sycamore Shelter Fee \$ 70

As representative of the above name organization/group, I hereby rent the shelter for the above listed date and time. As the responsible party for this organization/group, I understand it is my duty to see that all park rules are obeyed by the group while using the facilities. The following rules and regulations are applicable to the use of all shelters within the Bloomington Parks and Recreation system:

1. Permission to reserve any facility or site owned by the Bloomington Parks and Recreation Department will be granted only where the function can be reasonably accommodated by the park system and such use will not unduly interfere with the rights of the general public and will not present a clear and present danger to the public health and safety of the community.
2. Alcoholic beverages, drugs, and fireworks are prohibited on city property.
3. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
4. Violations of park rules may result in the group being required to vacate the premises without refund of the shelter use fee.
5. It is strongly recommended that groups investigate the furnishings and amenities (lights, electrical outlets, tables, benches, grills, restroom facilities) provided at the shelter prior to reservation and use.
6. Groups are expected to provide their own set-up, and to leave the shelter and area free of litter and debris. Additional cleanup of the area required by park personnel will be billed to the user at a rate of \$25/hour plus costs related to damage or vandalism.
7. Cancellations and reservation changes must be requested in person at the Parks and Recreation Main Office, 401 N. Morton St., Suite 250.

Refunds and reservation changes will be permitted only if notified 14 days prior to reserved use. Refunds and reservation changes will not be made due to inclement weather.

I understand and have reviewed the policies and regulations regarding shelter use and will take responsibility for my organization/group complying with all regulations.

[Signature] 12-19-12 Reshyn Reelzy 12/19/12
Group Representative Date Parks and Recreation Date

**For maintenance, conflicts or related needs before or after normal
business hours, or on weekends and holidays
Please contact:
SERVICE CONTROL 812-339-1444**

I:\Common\Administrative Forms\shelter reservation form.doc



Board of Public Works Staff Report

Project/Event: Amy Krouse Rosenthal Public Performance

Petitioner/Representative: Monroe County Public Library

Staff Representative: Miah Michaelsen

Event Date: April 15, 2013

Meeting Date: January 15, 2013

The Monroe County Public Library requests the temporary closure of Grant Street between 6th Street and the alley between Pygmalions and Café Django to automobile traffic between 5:00 p.m. and 8:00 p.m. on Monday, April 15, 2013.

In partnership with MCCSC, the library is hosting children's book author and performer Amy Krouse Rosenthal for a public performance. The actual program will run from 6:30-7:30 p.m.

Amplified sound will be used as part of the event, and MCPL is requesting a noise permit as part of this petition.

MCPL has received verbal permission from the owners of Café Django and Pygmalions to close this section of the street during this time. Leaving the alley and the southern half of Grant Street accessible will limit disruptions to traffic.

ESD staff supports this emerging "festival street", as well as events that seek to bring new audiences to downtown.

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

RESOLUTION 2013-01
MONROE COUNTY PUBLIC LIBRARY
AMY KROUSE ROSENTHAL PERFORMANCE

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

WHEREAS, the City has committed itself to promoting Bloomington arts and cultural organizations and events; and

WHEREAS, Monroe County Public Library is desirous of using the portion of Grant Street between Café Django (116 N. Grant Street) and 6th Street to host an outdoor performance by children's book author and performer Amy Krouse Rosenthal; and

WHEREAS, Monroe County Public Library has requested that the Board close certain streets in downtown Bloomington to traffic and parking from 5:00 p.m. and 8:00 p.m. on Monday, April 15, 2013 so that Monroe County Public Library can have control over the streets for the purposes of providing said performance; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that Grant Street, between Café Django (116 N. Grant Street) and 6th Street will be temporarily closed to traffic and parking from 5:00 p.m. and 8:00 p.m. on Monday, April 15, 2013.
2. That the street closure outlined above is for the purposes of allowing Monroe County Public Library to provide a performance of high quality that is mutually beneficial to the arts and the community on Monday, April 15.
3. That artists and vendors who have not received explicit authorization from Monroe County Public Library, or their representatives or agents, to participate in this performance will not be permitted to utilize the closed off portions of the streets outlined above for the purposes of performing, displaying, producing or selling items or goods.
4. That by approval of this Resolution, the city noise ordinance is waived for performers and artists who have received explicit authority from Monroe County Public Library to participate in

RESOLUTION 2013-01

this event.

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

6. That in addition to agreeing to the above restrictions, Monroe County Public Library agrees to the following, as evidenced by the signature of their representative below:

- A. Monroe County Public Library agrees to clean up the streets both before and after the performance. The clean-up shall include, but not be limited to, removal of temporary "no parking" signs, picking up litter, sweeping any broken glass and the placing, emptying and removal of trash cans and removal of drink, food and grease residue from street and sidewalk surfaces. Clean-up after the event shall be completed by 9:00 p.m. Monday, the 15th day of April, 2013.
- B. Monroe County Public Library must provide barricades in order to indicate that the street is closed and shall be responsible for placement and removal of these barricades. Monroe County Public Library is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades.
- C. Monroe County Public Library shall be responsible for notifying the Press and affected businesses in advance of the street closing, along with posting "no parking" signs as required by City Ordinance.
- D. Monroe County Public Library agrees to submit a layout plan for any booths to the Fire Chief and City Engineer for approval in advance of the event.

ADOPTED THIS _____ DAY OF _____, 2013.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN RESOLUTION 2013-01 ARE AGREED TO AND ARE ACCEPTABLE:

Monroe County Public Library

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, Monroe County Public Library, (hereinafter referred to as “RELEASOR”) desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as “RELEASEE”), and specifically Grant Street, between Café Django and 6th Street and said facilities or public property is owned and is operated, supervised and maintained by the RELEASEE’S Board of Public Works, for the purpose of sponsoring an on RELEASEE’S property with set up beginning at 5:00 pm on Monday, April 15, 2013, and with tear down and clean up ending by 9:00 p.m., and

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

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

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

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

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

“RELEASOR”

“RELEASEE”

Monroe County Public Library

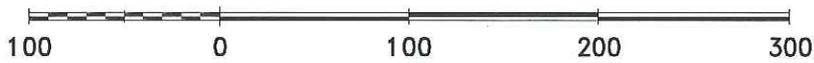
City of Bloomington

Date

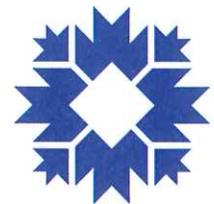
Date



By: smithc
11 Jan 13



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Alexander Haralovich – Haralovich Food Services LLC.

Staff Representative: Miah

Meeting Date: January 15, 2013

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

The business will operate from a food cart.

This application is for one year.

Staff is supportive of the request.

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

RESOLUTION 2013-02
Itinerant Merchant Food Vendor in Public Right of Way
Alexander Haralovich, DBA Haralovich Food Services 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, Alexander Haralovich (“Vendor”) is desirous of using public on-street parking and sidewalks within the City of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for one year beginning on the day that License is issued by the City. _____, 2013 thru _____ 2014.

The following conditions attach to this approval:

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

RESOLUTION 2013-02

- 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 _____, 2013.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2013-02 ARE ACCEPTABLE AND AGREED TO FOR VENDOR:

Alexander Haralovich, DBA Haralovich Food Services LLC

Date: _____



Itinerant Merchant, Solicitor and Peddler License Application Checklist

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

Applicant Information

Name: Alexander Haralovich
Physical Address: 204 S. Clark St, Bloomington IN 47408
Phone Number: (812) 340 2670
Date of Birth: 09/19/1985

Corporate Contact Information

Name of Employer: Haralovich Food Services LLC
Physical Address of Employer: 3719 E Rachels Glen Rd Bloomington IN 47408
Phone Number of Employer: (812) 340 2670
Length of Employment: _____

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):

Traditional Perogi.

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.

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

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

Sylvia is waiting for City approval before finishing/charging us.

Information Maintained by the Office of Code Revision Indiana Legislative Services Agency
[an error occurred while processing this directive]

IC 25-25-2

Chapter 2. Exemption of Certain Military Personnel From Vending and Peddling License Fees

IC 25-25-2-1

Veterans; right to license without fee

Sec. 1. (a) This section applies to:

(1) any veteran described in IC 10-17-5-2 or IC 10-17-5-1; or

(2) any other veteran to whom this chapter applies because of the provisions of any other statute; who holds an honorable discharge from such service issued by the proper authorities. Such a person shall be entitled to a license to vend, hawk, and peddle goods, wares, fruits, and merchandise in any county, city, or town in Indiana without the payment of any fee for the license. Upon the presentation of the person's certificate and papers of discharge, properly executed, to the auditor of any county and proving the person's identity as the person named in the person's certificate of honorable discharge, the auditor shall issue to the former soldier or sailor a free license to vend, hawk, and peddle goods, wares, fruits, and merchandise in the county and in all cities and towns in the county. A fee may not be charged to the holder of the license by the auditor, by the authorities of any city or town in the county, or by any other officer. The license shall be full and complete authority to vend, hawk, and peddle without the payment of any sum of money.

(b) A person who acquires a license under this section is subject to all county, city, or town regulations and ordinances concerning vendors, hawkers, or peddlers, except for those provisions requiring payment of money for obtaining a license.

(Formerly: Acts 1895, c.121, s.1; Acts 1899, c.42, s.1.) As amended by Acts 1979, P.L.247, SEC.1; Acts 1980, P.L.38, SEC.16; P.L.16-1983, SEC.17; P.L.2-2003, SEC.66.

IC 25-25-2-2

Repealed

(Repealed by Acts 1978, P.L.2, SEC.2570.)

IC 25-25-2-3

Repealed

(Repealed by P.L.102-2009, SEC.2.)

[an error occurred while processing this directive]

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

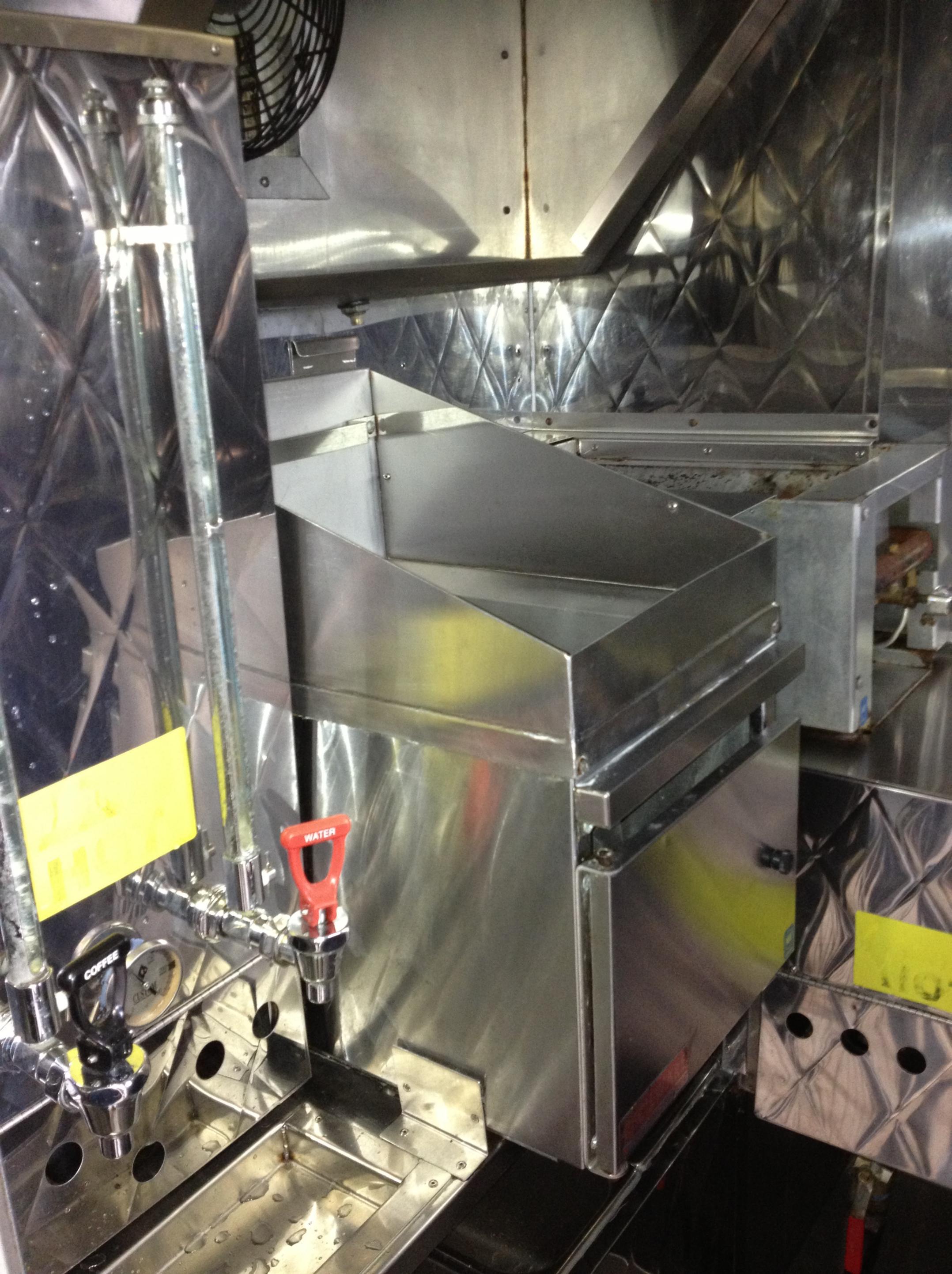
This Report Contains Information Subject to the Privacy Act of 1974, As Amended.

1. NAME (Last, First, Middle) HARALOVICH, Alexander Vjd		2. DEPARTMENT, COMPONENT AND BRANCH USMCR-KM		3. SOCIAL SECURITY NUMBER 574 82 9409	
4a. GRADE, RATE OR RANK SSgt	b. PAY GRADE E6	5. DATE OF BIRTH (YYYYMMDD) 19850919		6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) 0000 00 00	
7a. PLACE OF ENTRY INTO ACTIVE DUTY Bloomington, IN 47408		b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) 3719 East Rachels Glen Road Bloomington, IN 47408			
8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND INSPECTOR-INSTRUCTOR STAFF, JOLIET IL			b. STATION WHERE SEPARATED INSP-INST STAFF, JOLIET IL (85232)		
9. COMMAND TO WHICH TRANSFERRED E CO, 4TH RECON BN, 4THMARDIV, JOLIET IL (14709)				10. SGLI COVERAGE <input type="checkbox"/> NONE AMOUNT: \$400,000	
11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 0321 - RECONNAISSANCE MAN (11 months)		12. RECORD OF SERVICE			
		a. DATE ENTERED AD THIS PERIOD	YEAR(S)	MONTH(S)	DAY(S)
		b. SEPARATION DATE THIS PERIOD	2011	02	01
		c. NET ACTIVE SERVICE THIS PERIOD	2012	01	08
		d. TOTAL PRIOR ACTIVE SERVICE	00	11	08
		e. TOTAL PRIOR INACTIVE SERVICE	04	02	23
		f. FOREIGN SERVICE	03	03	05
		g. SEA SERVICE	00	00	00
		h. INITIAL ENTRY TRAINING	00	00	00
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) Sea Service Deployment Ribbon, Selected Marine Corps, Reserve Medal, Afghanistan Campaign Medal x2, NATO Medal ISAF Afghanistan, Combat Action Ribbon, Armed Forces Reserve Medal		14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) None.			
15a. COMMISSIONED THROUGH SERVICE ACADEMY			YES	X	NO
b. COMMISSIONED THROUGH ROTC SCHOLARSHIP (10 USC Sec. 2107b)			YES	X	NO
c. ENLISTED UNDER LOAN REPAYMENT PROGRAM (10 USC Chap. 109) (If yes, years of commitment: _____)			YES	X	NO
16. DAYS ACCRUED LEAVE PAID 0.5	17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION				
			YES	X	NO
18. REMARKS Not a Final Discharge. SNM was in receipt of Imminent Danger Pay for 20110517 to 20111215 SNM participated in Operation Enduring Freedom from 20110201 to 20120108 (Afghanistan). Member is authorized TAMP Benefits to expire on 20120708 duty to follow qualifying criteria: Member's reserve component called up or ordered in support of a contingency operation for more than 30 days. Serial Number: 85232-2012-0002 The information contained here in is subject to computer matching within the Department of Defense or with any other affected Federal or non-Federal agency for verification purposes and to determine eligibility for, and/or continued compliance with, the requirements of a Federal benefit program.					
19a. MAILING ADDRESS AFTER SEPARATION (Include ZIP Code) 3719 E Rachels Glen Road Bloomington, IN 47408			b. NEAREST RELATIVE (Name and address - include Zip Code) George J. Haralovich (Father) 1650 East Marrowstone Road, Nordland WA 98358		
20. MEMBER REQUESTS COPY 6 BE SENT TO (Specify state/locality) IN OFFICE OF VETERANS AFFAIRS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
a. MEMBER REQUESTS COPY 3 BE SENT TO THE CENTRAL OFFICE OF THE DEPARTMENT OF VETERANS AFFAIRS (WASHINGTON, DC) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
21a. MEMBER SIGNATURE 		b. DATE (YYYYMMDD) 20120108	22a. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title, signature) TOMMY E SOUTH, GYSGT, ADMIN CHIEF 		b. DATE (YYYYMMDD) 20120108

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)					
23. TYPE OF SEPARATION Released from Active Duty			24. CHARACTER OF SERVICE (Include upgrades) HONORABLE		
25. SEPARATION AUTHORITY MARCORSEPMAN par 1005			26. SEPARATION CODE MBK5		27. REENTRY CODE N/A
28. NARRATIVE REASON FOR SEPARATION COMPLETION OF REQUIRED ACTIVE SERVICE					
29. DATES OF TIME LOST DURING THIS PERIOD (YYYYMMDD) NONE				30. MEMBER REQUESTS COPY 4 (Initials) 	







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COFFEE

WATER



Board of Public Works Staff Report

Project/Event: Agreement with Community Action Program for Trash Stickers

Petitioner/Representative: Public Works

Staff Representative: Christina Smith

Meeting Date: January 15, 2013

Public Works has partnered with Community Action Program (CAP) to provide trash stickers to income eligible families since 1993.

This agreement allows CAP to distribute 12,000 stickers during the 2013 calendar year.

Staff is supportive of the request.

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

BOARD OF PUBLIC WORKS
RESOLUTION 2013-03
AGREEMENT WITH CAP REGARDING TRASH STICKERS

WHEREAS, by resolution 93-36 the Board of Public Works agreed to provide City of Bloomington trash stickers to the Monroe County Community Action Program for distribution to low income families within the City limits; and

WHEREAS, this program has worked well for the City, for Monroe County Community Action Program and for their clients, and the Board of Public Works desires to continue with this program under the conditions outlined in this resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. That no more than 12,000 trash stickers will be given to the Community Action Program during the 2013 calendar year, for disbursement at no cost to low-income families.
2. That the Community Action Program agrees to create a document for these recipients to sign stating their agreement not to sell the stickers to anyone else.
3. That in order to be eligible for this program, the household's income can not exceed 150% of the poverty level, which is also, the determinant used to qualify families for energy assistance.

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS

Charlotte Zietlow, President

Dr. Frank N. Hrisomalos

James McNamara

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION
2013-03 AND AGREEMENT ARE ACCEPTABLE AND AGREED TO:

Signature

Date: _____

Printed name
Monroe County
Community Action Program



Board of Public Works Staff Report

Project/Event: Encroachments in the right of way at 640 N. Morton

Staff Representative: Rick Alexander

Petitioner/Representative: Studio 3 Design/Zach Bode for Elliot Lewis

Date: January 10, 2013

Report: The next piece of the North Morton apartment complex is scheduled to be built in 2013. They have requested one small encroachment into the right of way and Planning is requiring two. The request is for the canopy over the door to extend into the right of way by approximately 2 feet but it will not extend as far as the public sidewalk. Planning requires them to install four bike racks and a street light.

Recommendation and Supporting Justification: Both an encroachment agreement and a hold harmless agreement for the three items listed above have been prepared to allow the canopy, street light pole and four bike racks. Both the bike racks and the street light pole will be in the tree plot. The canopy is minor and does not have an affect on pedestrians along Morton. Staff has reviewed the proposal and finds it to be acceptable.

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

Rubal Rana

BOARD OF PUBLIC WORKS
RESOLUTION 2013-04
Encroachments at 640 North Morton Street

WHEREAS, ERL-9, LLC, ("Owner") owns the real property located at 640 North Morton Street; and

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

WHEREAS, ERL-9, LLC intends to build the Morton Grad Apartments at this location: and

WHEREAS, Owner has requested that it be allowed to install the following multiple encroachments over the public sidewalk adjacent to its business including a canopy, four (4) bike racks and a street light pole: 1. On the west side facing North Morton, the canopy will extend two feet and four inches (2'4") into the right of way and will be eleven feet (11') in length beginning twenty-two feet (22') from the south property line and extending north. Said canopy will be ten feet and eight inches (10'8") above the grade of the sidewalk; 2. The street light pole will be fifty feet (50') north of the south property line and eleven feet (11') west of the west property line and in the tree plot of North Morton Street; 3. The bike racks will begin thirty-three feet (33') north of the south property line and extend north for ten feet (10') and will be installed between the sidewalk and the curb line of North Morton Street; and

WHEREAS, Owner has agreed to release and forever discharge and hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees, its successors and assigns ("City") for any and all causes of action including attorney's fees, loss or injury of whatsoever character that occur as a result of Owner's use of described right of way; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against Owner for the installation of the canopy, street light pole and bike racks over the public right of way, provided that:

1. Owner agrees to maintain all described encroachments and to keep them in a safe and good condition.
2. Encroachments shall not deviate from the design which is attached as Exhibit A of this resolution, without the Owner resubmitting the design to the Board of Public Works for approval. Exhibit A is attached hereto and incorporated herein.
3. This resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
4. The terms of this agreement shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter

the terms and conditions to address unanticipated problems or may revoke permission if Board determines the encroachment is undesirable in terms of the general welfare of the City.

- 5. Owner understands and agrees that if City or public utility need to work in said area for any reason, and the encroachments need to be removed to facilitate City or utility, the removal shall be at the sole expense of Owner and that the City shall not be responsible for any damage which may occur to them by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
- 6. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successor. However, if successor wishes to change any of the encroachments in any way, successor shall return to the Board of Public Works for permission to replace or modify said encroachments prior to any change being made.
- 7. Elliot Lewis, as member of ERL-9, LLC, agrees by signing that he has full power by proper action to enter into the agreement and has authority to do so.

Signed this _____ day of _____, 2013.

Board of Public Works

ERL-9, LLC

Charlotte Zietlow, President

Elliot Lewis, Member

James McNamara

Date

Dr. Frank N. Hrisomalos

State of Indiana)
) SS:
County of Monroe)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Elliot Lewis, member of ERL-9, LLC, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2013.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

Printed Name

State of Indiana)
) SS:
County of Monroe)

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

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

Printed Name

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, ERL-9, LLC, which is located at 640 North Morton Street, in Bloomington, IN, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the airway above the sidewalk adjacent to the building at 640 North Morton Street, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, to install a canopy, four (4) bike racks and a street light pole over RELEASEE'S property; and

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

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

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

Elliot Lewis, as member of ERL-9, LLC, represents and certifies that he has been fully empowered to execute this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on behalf of RELEASOR.

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

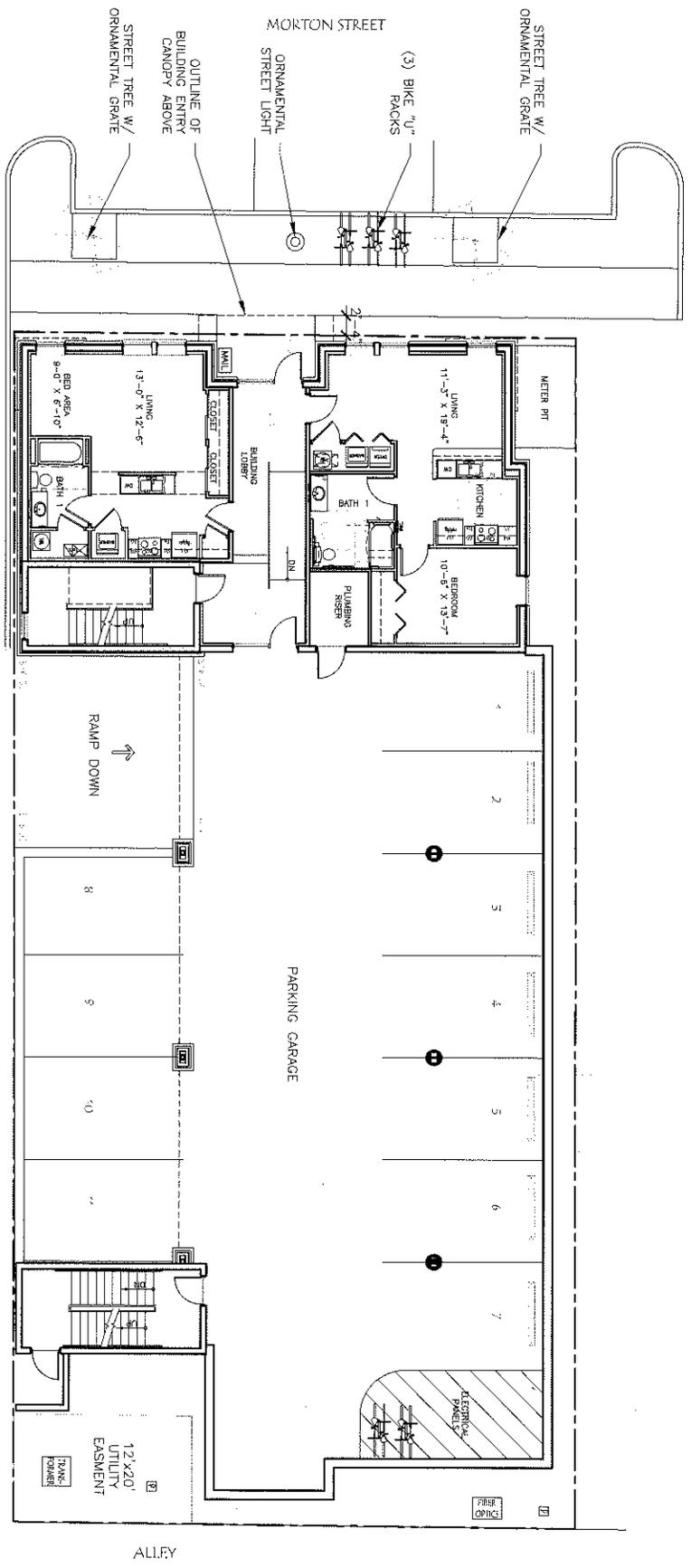
"RELEASOR"

"RELEASEE"

Elliot Lewis, Member
ERL-9, LLC

City of Bloomington

LEVEL 1 FLOOR PLAN
NOT TO SCALE



STUDIO THREE DESIGN
 architecture — interior design
 www.studio3design.com
 317.555.1000 main 317.572.1236 fax
 6804 Allisonville Road, Suite 350 Indianapolis, IN 46226

ERL-9, LLC
 Morton Grad Apartments
 Bloomington, Indiana

PROJECT NO.
 12028
 DATE
 9-26-12

SHEET DESCRIPTION
 LEVEL 1
 FLOOR PLAN

SHEET NUMBER
 A1



1 MORTON STREET ELEVATION
1/8" = 1'-0"

	ERL-658, LLC. Morton Grad Apartments Bloomington, Indiana	PROJECT NO. 12028	SHEET DESCRIPTION Morton Street Elevation	SHEET NUMBER. A6
		DATE 5-29-12		



September 26, 2012

Mr. Rick Alexander
Engineering Department
City of Bloomington, Indiana

RE: Encroachment Items
Morton Grad Apartments

Dear Mr. Alexander:

Below is a description of the items of encroachment that have been indicated on the attached "Encroachment Plan" as being located in the public right of way.

- **Light Poles**
There is (1) street light poles associated with the development located between the 5'-0" public sidewalk and Morton Street. The pole sits roughly 3'-0" from the street (parallel parking spaces) and 11'-0" from the face of the building. The style of the light pole will conform to city standards and have full cut-off optics.
- **Street Trees**
There are (2) street trees associated with the development located between the 5'-0" public sidewalk and Morton Street. The trees site roughly 3'-0" from the street (parallel parking spaces) and 11'-0" from the face of the building. The street trees are all Thornless Honeylocust which conform to city standards. Each of the 2 trees has a 5'-0 by 5'-0" ornamental tree grate associated with them.
- **Building Canopy**
The main building entry along Morton Street will have a canopy above the recess in the building. This canopy will extend 2'-4" into the right-of-way on Morton Street approximately 10'-8" above grade. The building canopy does not project out over the public sidewalk.
- **Bike Racks**
Per the UDO, the development is required to have a total of (5) bicycle parking spaces. The development has (3) bicycle "U" racks located between the 5'-0" public sidewalk and Morton Street. Each "U" rack can accommodate 2 bicycles.

Encroachment Items
Morton Grad Apartments
September 26, 2012
Page 2 of 2

Please feel free to contact me if you have any questions or comments about any of the above items.

Sincerely,

STUDIO 3 DESIGN, INC.

A handwritten signature in black ink, appearing to read 'J. Zach Bode', with a stylized, cursive script.

J. Zach Bode

Station 11

701

The
Lofts
702

Project location

W 11TH ST

645

639

633

631 629 627

613

607

601

555

297 293 289 285 281 277

640

630

10th & College Village

602

532 530

267

645

639

635 637
631 633

629 1/2
629

10th & College

601

531

W 11TH

650

632

626

620

614

608

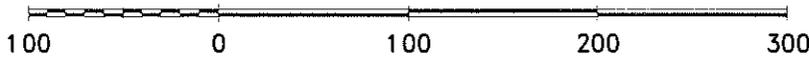
602

112

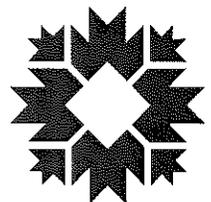
N MORTON ST

N COLLEGE AVE

By: alexandr
26 Nov 12

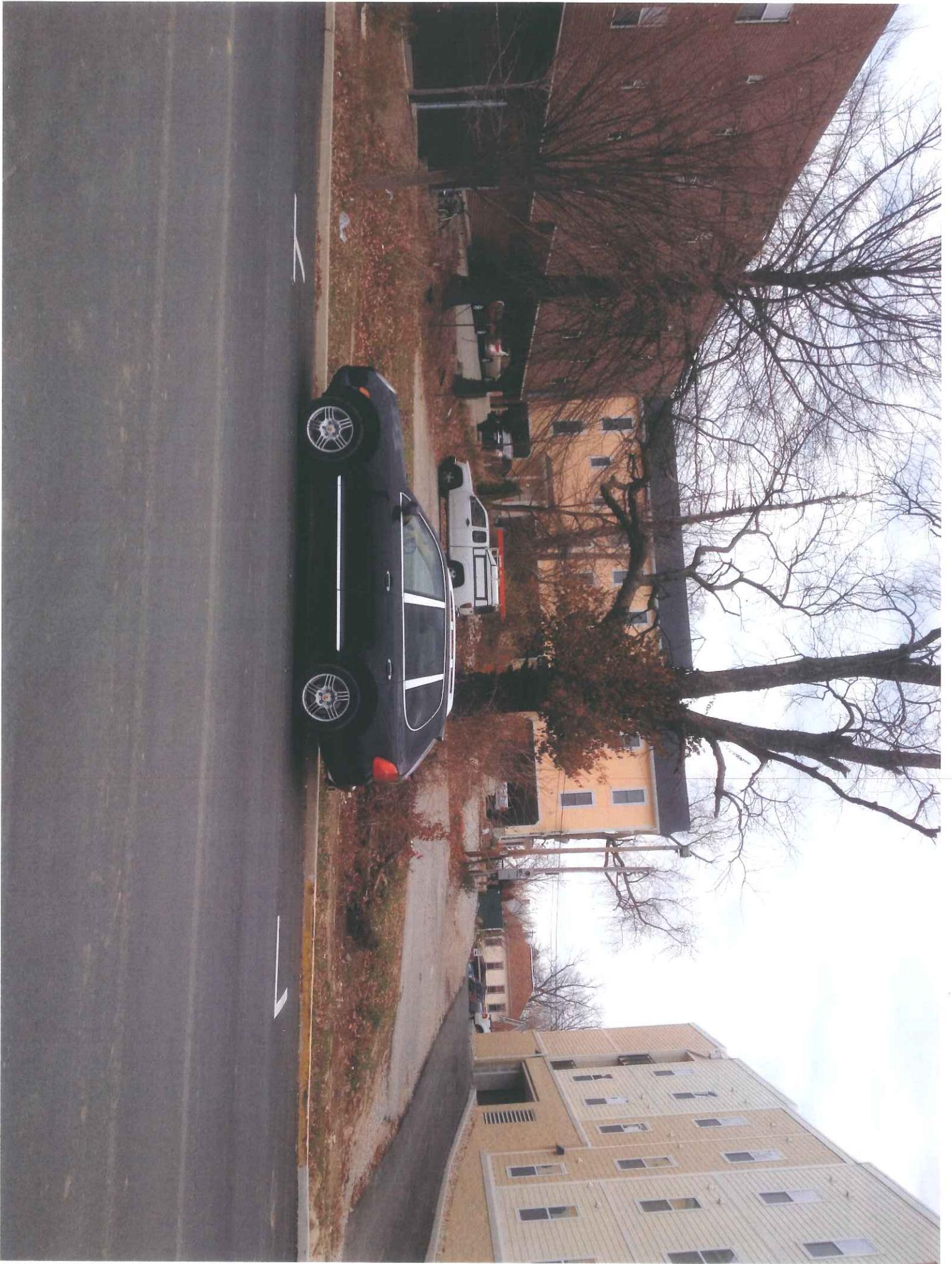


City of Bloomington
Engineering



Scale: 1" = 100'

For reference only; map information NOT warranted.





Board of Public Works Staff Report

Project/Event: Agreement to provide City services at Woolery Woods Ph 3

Staff Representative: Rick Alexander

Petitioner/Representative: Jeff and Valerie Arthur

Date: January 10, 2013

Report: Woolery Woods is located east of the intersection of Countryside Lane and Adams Hill Circle and is also east of Summit Elementary School. Phase 3 of the development belongs to Jeff and Valerie Arthur of Bedford. There are now some homes along both Countryside Lane and Star View Lane and the property owners have requested that the city provide services to these new residents.

Recommendation and Supporting Justification: An agreement has been prepared by city staff to allow Public Works to both plow the streets in inclement weather and provide sanitation services including trash and recycling services. The streets, sidewalks and street trees are not completely installed but the development is far enough along that the developer, as well as the new residents, agree that the city services would be appreciated. Staff recommends approval.

Recommend Approval Denial by

Richard Alexander

**AGREEMENT BETWEEN
CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS AND
ARTHUR MANAGEMENT LLC
REGARDING SNOW AND ICE REMOVAL AND SANITATION SERVICES**

WHEREAS, Jeffery and Valerie Arthur (“the Arthurs”), doing business as Arthur Management LLC, are in the process of developing the neighborhood known as Woolery Woods Phase 3 in the City of Bloomington Indiana (“City”): and,

WHEREAS, in the course of developing Woolery Woods Phase 3, the Arthurs have constructed streets which may eventually be accepted by the City, but at present, such streets remain privately held by the Arthurs: and,

WHEREAS, the City, acting through its Board of Public Works, generally does not accept streets or alleys in new developments until all of the public improvements have been completed; and,

WHEREAS, the City has evaluated the development now in place along these streets and has determined that the degree of completion of the development, the nature of the street construction, and other factors considered make it feasible to provide snow and ice removal as well as sanitation services, even though the streets and alleys have not and will not yet be accepted by the City; and,

WHEREAS, until such a time as these streets are accepted by the City, the residents along these streets desire to receive snow and ice removal as necessary and regular sanitation services, all such services to be performed by the City; and,

WHEREAS, in order to provide these services, the City must drive large trucks and other similar vehicles onto these privately-held streets; and,

WHEREAS, the Arthurs and the City agree that the provision of the described services is in the best interest of all parties involved;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, and in consideration of the mutual benefits which will accrue to each of the parties to the Agreement and to the City residents and taxpayers of Woolery Woods Phase 3, the Arthurs and the City have agreed and do hereby agree, as follows:

1. The Arthurs grant permission to the City and its employees to enter upon its private streets with vehicles, equipment, and materials deemed

appropriate and necessary by the City to perform snow and ice removal and sanitation services.

2. Beginning immediately upon the execution of this Agreement, the City shall provide snow and ice removal and sanitation services for the residents living only along the streets in Woolery Woods Phase 3 as shown on the map attached hereto and incorporated herein by reference as Exhibit A.
3. When the required public improvements are completed to the satisfaction of City inspectors, the City will consider acceptance of the streets into the City inventory.
4. The Arthurs shall release, hold harmless and indemnify the City, its officers, agents and employees, from any and all claims or causes of action which may arise as a result of the City's activities necessary or related to providing snow and ice removal and sanitation services. This includes, but is not limited to, damage to any finished or unfinished streets, curbs or sidewalks which results from City vehicles, or from the use of salt mixtures or other materials deemed necessary and appropriate by the City for snow and ice control.
5. The City may elect to terminate the services under this Agreement at any time, upon notice to the Arthurs.
6. The City shall not be obligated to provide services if it cannot access the streets due to construction equipment blocking any part therein.
7. This Agreement shall in no way be construed as acceptance or promise of acceptance by the City of the streets described herein. This Agreement shall not create any responsibility of the City to maintain these streets or to provide any services other than those specifically described in this agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the dates entered below.

CITY OF BLOOMINGTON
Board of Public Works

Jeffrey D. Arthur

Charlotte Zietlow

Frank N. Hrisomalos

Date: _____

James McNamara

Date: _____

Mark Kruzan, Mayor

Valerie J. Arthur

Date: _____

Exhibit "A"

WOOLEY WOODS Phase 3 ↘



Providence Place Apts 2510

1000

1000

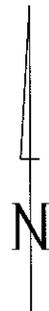
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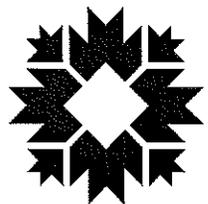
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By: alexandr
6 Dec 10



City of Bloomington
Engineering



Scale: 1" = 200'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Woods Edge Bend Lighting Agreement

Petitioner/Representative: Public Works

Staff Representative: Christina Smith

Meeting Date: January 15, 2013

Report: Public Works received a request for additional street lights from Alayna Gray on behalf of the residents within Woods Edge Subdivision.

Public Works requested and received an Outdoor Lighting Service Agreement for the intersection of S. Woods Edge Bend and E. Woods Edge Way. The lighting plan consists of one (1) 100 watt full cut off Traditionaire post top fixture mounted on a black fiberglass pole between the properties of 3841 & 3837 S. Woods Edge Bend. Public Works received a majority consensus of support from polled residents.

In order to reduce long term monthly billing expenses, the City will pay a onetime lump sum payment for equipment costs in the amount of \$1,258.95 with the averaged estimated monthly energy usage and maintenance charges of \$5.17.

Recommendation and Supporting Justification: In order to effectively illuminate the intersection, I recommend approval of this plan.

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

Memorandum

To: Board of Public Works
From: Christina Smith
Meeting Date: January 9, 2013
Re: Woods Edge Bend Outdoor Lighting Service Agreement

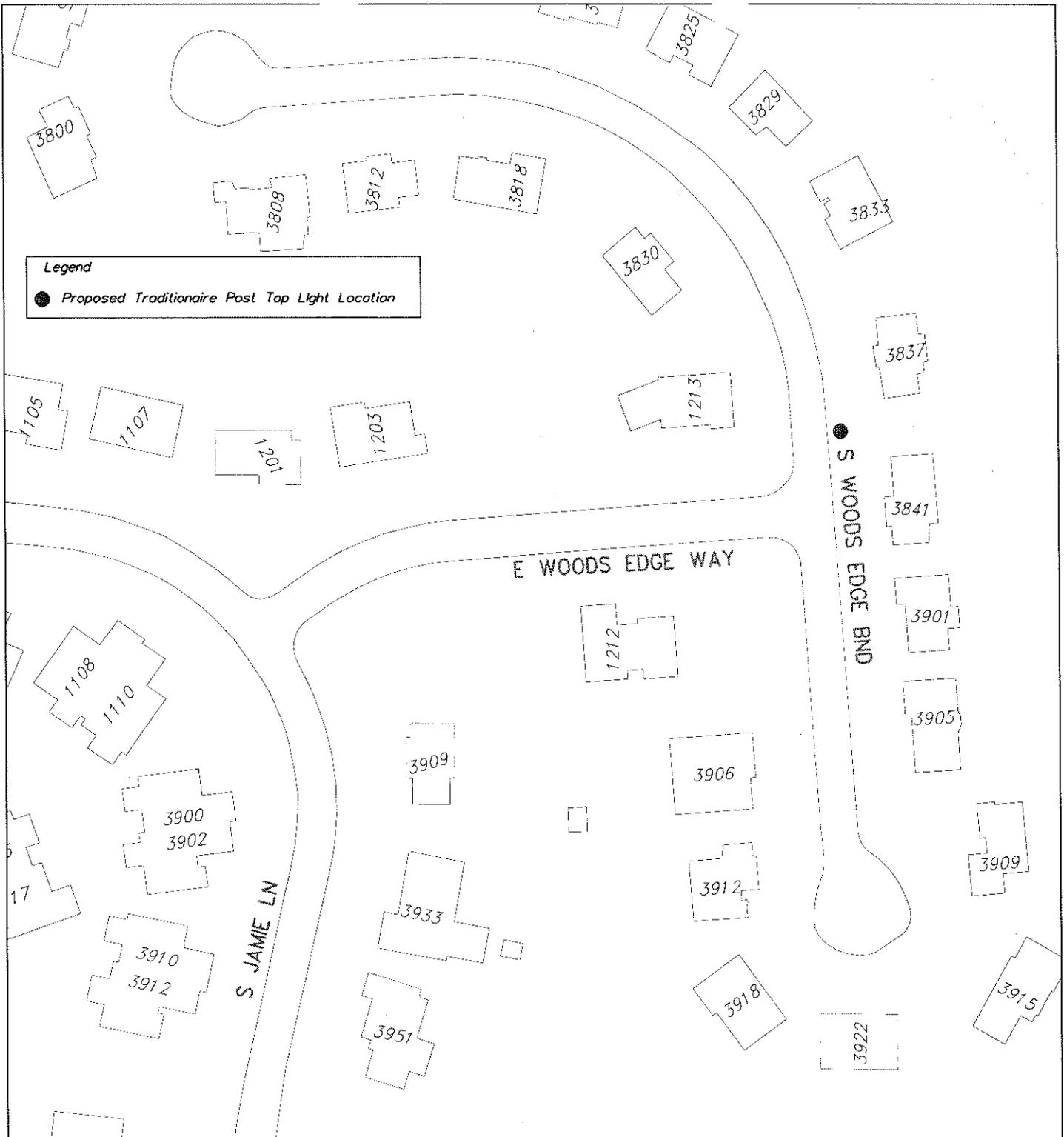
Location: Between 3837 & 3841 S. Woods Edge Bend
Fixture: 1-100 Watt HPS Full Cut Off Traditionaire Fixture
Support: 1-12 ft Black Fiberglass Pole
Cost: \$1,258.95 onetime lump sum payment
\$5.17 averaged estimated monthly energy usage and maintenance charge
Petitioner: Alayna Gray, 3825 S. Woods Edge Bend

Results: 3-0-1

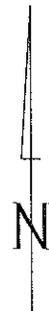
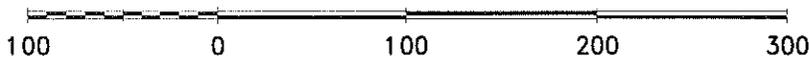
Address	Name	Yes	No	Not Returned
3837 S. Woods Edge Bend	Timothy & Susan Risen	✓		
3841 S. Woods Edge Bend	Edward & Michele Liptak	✓		
1213 E. Woods Edge Way	Christopher & Jennifer Adams	✓		
1212 E. Woods Edge Way	Thaddeus & Nancy Droast			✓

Staff Report: Staff is supportive of additional lighting request for the following reasons:

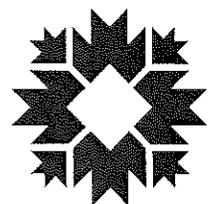
- Proposed lighting location meets department standards to illuminate intersections.
- Majority of consensus of support from residents directly affected by proposed light location.
- Department has adequate funding available to pay a onetime lump sum payment for equipment costs to reduce long term monthly billing expenses.



By: smithc
7 Jan 13



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.

Agreement Information		Equipment, Energy and Maintenance			BL-3611429		11/16/2012	
		Agreement Coverage			Agreement Number		Current Date	
51103772		124851	75115	S450	V742	OLE12IN		SULP
Customer Account Number		Request Number	Corp.	CP Center	LOC	Work Code		Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



1000 East Main Street, Plainfield, IN 46168

Business Name					This Agreement has an Initial Term selected by Customer.			
Customer Name		City of Bloomington						
Service Location or Subdivision					The Initial Term begins when Service is in operation; after expiration thereof, Service continues, with annual renewals, until either party terminates with written notice to the other party.			
Service Address		Woods Edge Bend						
Service Address								
Service City, State, Zipcode		Bloomington	IN	47402				
Mailing Name					Notes:			
Mailing Business Name								
Mailing Address		PO Box 100						
Mailing Address								
Mailing City, State, Zipcode		Bloomington	IN	47402				

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 02/14/2013 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM.	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly TOTAL	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED SYSTEM CHARGE TOTAL DURING INITIAL TERM	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$1,258.95	\$3.31	\$1.86	1	\$5.17	\$5.17	\$5.17
Option B - 1 Year Agreement Initial Term	\$109.71	\$3.31	\$1.86	1	\$114.88	\$114.88	\$5.17
Option C - 3 Year Agreement Initial Term	\$37.59	\$3.31	\$1.86	1	\$42.76	\$42.76	\$5.17
Option D - 5 Year Agreement Initial Term	\$25.50	\$3.31	\$1.86	1	\$30.67	\$30.67	\$5.17
Option E - 7 Year Agreement Initial Term	\$20.46	\$3.31	\$1.86	1	\$25.62	\$25.62	\$5.17
Option F -10 Year Agreement Initial Term	\$16.80	\$3.31	\$1.86	1	\$21.97	\$21.97	\$5.17

*Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)



DECLINE



IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

<p style="text-align: center;">Duke Energy Representative</p> <p>Signature _____</p> <p>Printed Name <u>JACK URRUTIA</u></p> <p>Date <u>11/16/2012</u></p>	<p>AND</p>	<p style="text-align: center;">Customer / Representative</p> <p>Signature _____</p> <p>Printed Name _____</p> <p>Date _____</p>
---	-------------------	--

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.



Board of Public Works Staff Report

Project/Event: Walnut Street Pike Lighting Agreement

Petitioner/Representative: Public Works

Staff Representative: Christina Smith

Meeting Date: January 15, 2013

Report: Public Works received a request for additional street light from an anonymous citizen phone call regarding the lack of lighting at the intersection of S. Walnut Street Pike and S. Henderson Street.

Public Works requested and received an Outdoor Lighting Service Agreement for this intersection. The lighting plan consists of one (1) 150 watt full cut off cobrahead fixture mounted on an existing wooden pole on the southeast corner. While Public Works only received one (1) vote in support of the proposed light location with three (3) ballots not returned, this intersection is a designated MCCSC and Transit bus stop which would greatly benefit from the addition of a street light.

In order to reduce long term monthly billing expenses, the City will pay a onetime lump sum payment for equipment costs in the amount of \$278.95 with the averaged estimated monthly energy usage and maintenance charges of \$5.26.

Recommendation and Supporting Justification: In order to effectively illuminate the intersection, I recommend approval of this plan.

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

Memorandum

To: Board of Public Works

From: Christina Smith

Date: 1/9/2013

Re: Walnut Street Pike Outdoor Lighting Service Agreement

Location: SE Corner of S. Walnut Street Pike and S. Henderson Street

Fixture: 1-150 Watt HPS Full Cut Off Cobrahead Fixture

Support: 1-Existing Wooden Pole

Cost: \$278.95 onetime lump sum payment
\$5.26 averaged estimated monthly energy usage and maintenance charge

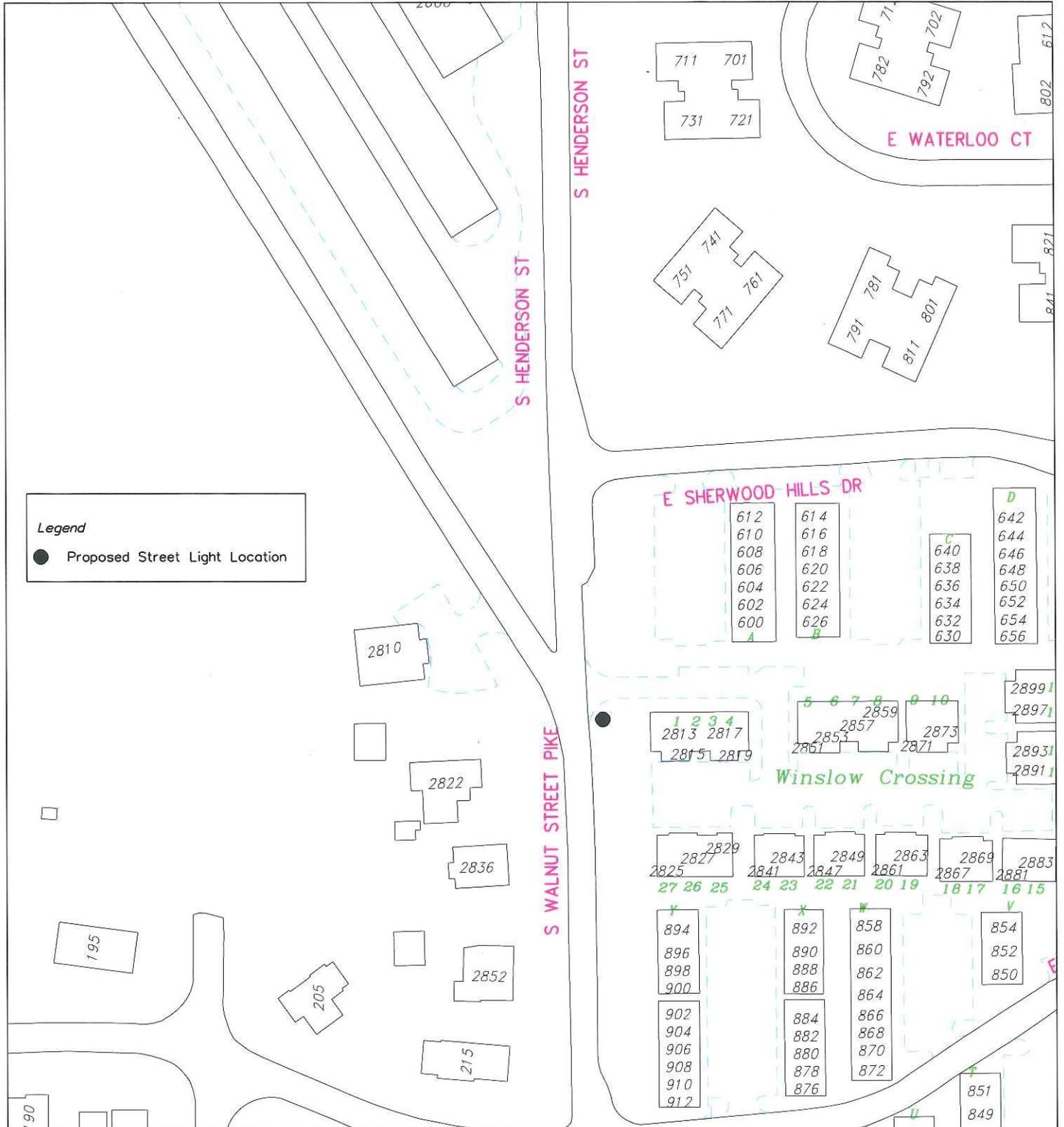
Petitioner: Public Works Department

Results: 1-0-3

Address	Name	Yes	No	Not Returned
2810 S. Walnut Street Pike	Dr. Luke Eads	✓		
2822 S. Walnut Street Pike	John & Elizabeth Weiss			✓
2836 S. Walnut Street Pike	Robert Boch			✓
2813 S. Walnut Street Pike	Hembree Properties			✓

Staff Report: Staff is supportive of additional lighting request for the following reasons:

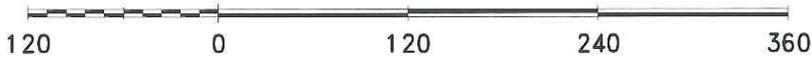
- Proposed lighting location meets department standards to illuminate intersections.
- This intersection is a designated MCCSC and Bloomington Transit bus stop.
- Department has adequate funding available to pay a onetime lump sum payment for equipment costs to reduce long term monthly billing expenses.



Legend

● Proposed Street Light Location

By: smithc
9 Jan 13



For reference only; map information NOT warranted.

City of Bloomington
Public Works



Scale: 1" = 120'



Agreement Information	Equipment, Energy and Maintenance			BL-3612738		11/16/2012
	Agreement Coverage			Agreement Number		Current Date
81103772	124852	75115	S450	V742	OLE12IN	SULP
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



1000 East Main Street, Plainfield, IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.		
Customer Name	City of Bloomington					
Service Location or Subdivision				The Initial Term begins when Service is in operation; after expiration thereof, Service continues, with annual renewals, until either party terminates with written notice to the other party.		
Service Address	Walnut St Pike					
Service Address						
Service City, State, Zipcode	Bloomington	IN	47402			
Mailing Name				Notes:		
Mailing Business Name						
Mailing Address	PO Box 100					
Mailing Address						
Mailing City, State, Zipcode	Bloomington	IN	47402			

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 02/14/2013
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.**

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM.	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly TOTAL	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED SYSTEM CHARGE TOTAL DURING INITIAL TERM	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$278.95	\$2.45	\$2.81	1	\$5.26	\$5.26	\$5.26
Option B - 1 Year Agreement Initial Term	\$24.31	\$2.45	\$2.81	1	\$29.57	\$29.57	\$5.26
Option C - 3 Year Agreement Initial Term	\$8.33	\$2.45	\$2.81	1	\$13.58	\$13.58	\$5.26
Option D - 5 Year Agreement Initial Term	\$5.65	\$2.45	\$2.81	1	\$10.91	\$10.91	\$5.26
Option E - 7 Year Agreement Initial Term	\$4.53	\$2.45	\$2.81	1	\$9.79	\$9.79	\$5.26
Option F - 10 Year Agreement Initial Term	\$3.72	\$2.45	\$2.81	1	\$8.98	\$8.98	\$5.26

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superceded by the METERED usage and charges.

See Section 1, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)

A

DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative

AND

Customer / Representative

Signature

Jack J. Urrutia

Signature

Printed Name

JACK URRUTIA

Printed Name

Date

11/16/2012

Date

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.



Board of Public Works Staff Report

Project/Event: Pete Ellis Lighting Agreement

Petitioner/Representative: Resident

Staff Representative: Christina Smith

Meeting Date: January 15, 2013

Report: Public Works received a request for additional street lights from Gene and Fran Weinberg.

Public Works requested and received an Outdoor Lighting Service Agreement for the northwest corner of the intersection of N. Pete Ellis Drive and E. Amy Lane. The lighting plan consists of one (1) 150 watt full cut off cobrahead fixture mounted on a new wooden pole.

Out of two (2) ballots, Public Works only received one (1) vote in support of the proposed light location with one (1) ballot not returned. This section of Pete Ellis is very dark and would greatly benefit from the addition of a street light.

In order to reduce long term monthly billing expenses, the City will pay a onetime lump sum payment for equipment costs in the amount of \$1,906.17 with the averaged estimated monthly energy usage and maintenance charges of \$6.69.

Recommendation and Supporting Justification: In order to effectively illuminate the intersection, I recommend approval of this plan.

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

Memorandum

To: Board of Public Works

From: Christina Smith

Date: 1/11/2013

Re: Pete Ellis Drive Lighting Service Agreement

Location: NW Corner of N. Pete Ellis Drive and E. Amy Lane

Fixture: 1-150 Watt HPS Full Cut Off Traditionaire Fixture

Support: 1-New Wooden Pole

Cost: \$1,906.17 onetime lump sum payment

\$6.69 averaged estimated monthly energy usage and maintenance charge

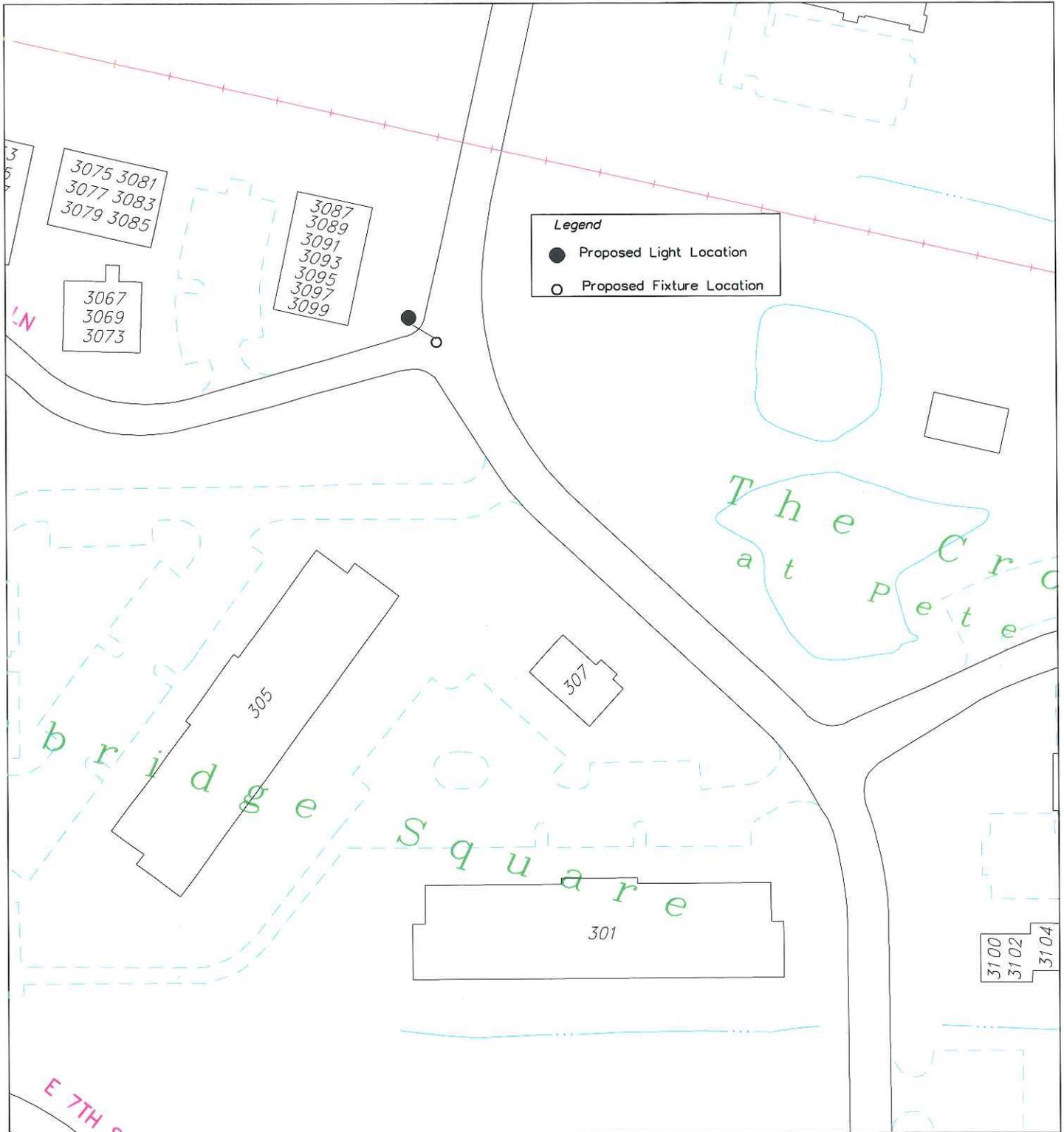
Petitioner: Gene and Fran Weinberg

Results: 1-0-1

Address	Name	Yes	No	Not Returned
3073 E. Amy Lane	Cedargate Apartments			✓
307 N. Pete Ellis Drive	Cambridge Square Apartments	✓		

Staff Report: Staff is supportive of additional lighting request for the following reasons:

- Proposed lighting location meets department standards to illuminate intersections.
- The cobrahead fixture will be mounted on a mast arm attached to a 30 foot wooden pole. The mast arm will extend the fixture over Pete Ellis Drive angled to direct the lighting pattern toward the street and sidewalk area. Please see map for illustration purposes.
- Department has adequate funding available to pay a onetime lump sum payment for equipment costs to reduce long term monthly billing expenses.



Agreement Information	Equipment, Energy and Maintenance			BL-3608207		11/19/2012
	Agreement Coverage			Agreement Number		Current Date
48903771	124850	75115	S450	V742	OLE12IN	SULP
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



1000 East Main Street, Plainfield, IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.		
Customer Name	City of Bloomington					
Service Location or Subdivision				The Initial Term begins when Service is in operation; after expiration thereof, Service continues, with annual renewals, until either party terminates with written notice to the other party.		
Service Address	Pete Ellis Dr Light					
Service Address						
Service City, State, Zipcode	Bloomington	IN	47402			
Mailing Name				Notes:		
Mailing Business Name						
Mailing Address	PO Box 100					
Mailing Address						
Mailing City, State, Zipcode	Bloomington	IN	47402			

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 02/17/2013
 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM.	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly TOTAL	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED SYSTEM CHARGE TOTAL DURING INITIAL TERM	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$1,906.17	\$3.88	\$2.81	1	\$6.69	\$6.69	\$6.69
Option B - 1 Year Agreement Initial Term	\$166.12	\$3.88	\$2.81	1	\$172.81	\$172.81	\$6.69
Option C - 3 Year Agreement Initial Term	\$56.91	\$3.88	\$2.81	1	\$63.60	\$63.60	\$6.69
Option D - 5 Year Agreement Initial Term	\$38.62	\$3.88	\$2.81	1	\$45.30	\$45.30	\$6.69
Option E - 7 Year Agreement Initial Term	\$30.97	\$3.88	\$2.81	1	\$37.66	\$37.66	\$6.69
Option F -10 Year Agreement Initial Term	\$25.44	\$3.88	\$2.81	1	\$32.13	\$32.13	\$6.69

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superceded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)



DECLINE



IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative
 Signature: [Handwritten Signature]
 Printed Name: JACK URRUTIA
 Date: 11/19/2012

AND Customer / Representative
 Signature: _____
 Printed Name: _____
 Date: _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.



Board of Public Works Staff Report

Project/Event: Claybridge Drive Lighting Agreement

Petitioner/Representative: Resident

Staff Representative: Christina Smith

Meeting Date: January 15, 2013

Report: Public Works received a request for additional lighting from Brandt Downey on behalf of the residents that live in close proximity to Claybridge Drive and Sandberg Court.

Public Works requested and received an Outdoor Lighting Service Agreement for the northeast corner of S. Claybridge Drive and E. Sandberg Court. The lighting plan consists of one (1) 100 watt full cut off Traditionaire post top fixture mounted on a black fiberglass pole. Public Works received a majority consensus of support from polled residents.

In order to reduce long term monthly billing expenses, the City will pay a onetime lump sum payment for equipment costs in the amount of \$1,107.24 with the averaged estimated monthly energy usage and maintenance charges of \$5.04.

Recommendation and Supporting Justification: In order to effectively illuminate the intersection, I recommend approval of this plan.

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

Memorandum

To: Board of Public Works

From: Christina Smith

Date: 1/11/2013

Re: Claybridge Drive Lighting Service Agreement

Location: NE Corner of S. Claybridge Drive and E. Sandberg Court

Fixture: 1-100 Watt HPS Full Cut Off Traditionaire Fixture

Support: 1-12 ft Black Fiberglass Pole

Cost: \$1,107.24 onetime lump sum payment

\$5.04 averaged estimated monthly energy usage and maintenance charge

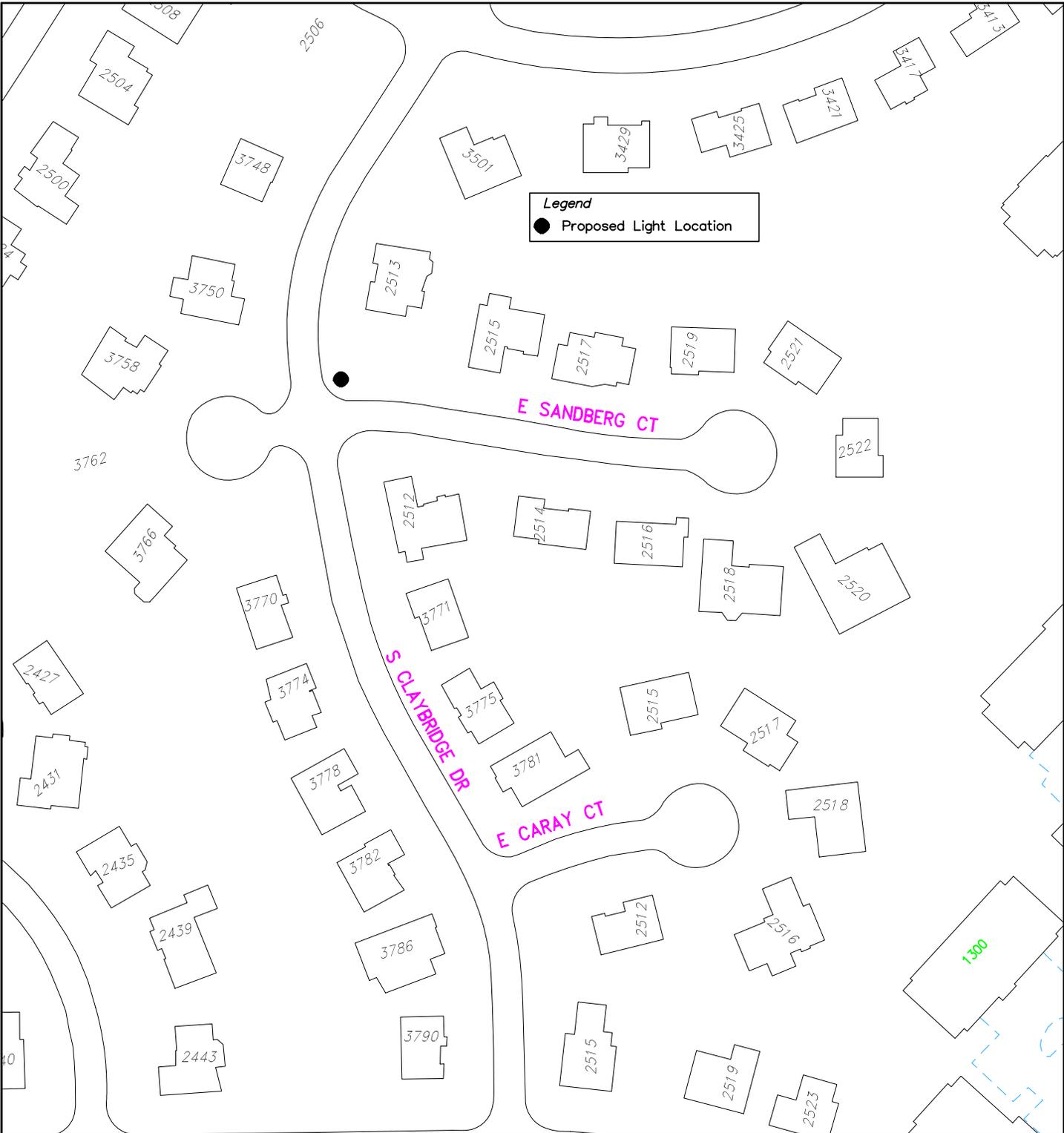
Petitioner: Brandt Downey, 2512 E. Sandberg Court

Results: 3-1-0

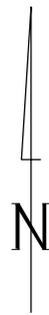
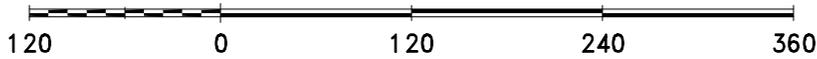
Address	Name	Yes	No	Not Returned
2513 E. Sandberg Court	Joseph Borrelli	✓		
2512 E. Sandberg Court	Brandt & Judith Downey	✓		
3750 S. Claybridge Drive	Randy & Kori Gingerich		✓	
3700 S. Claybridge Drive	Steven & Leslie Tait	✓		

Staff Report: Staff is supportive of additional lighting request for the following reasons:

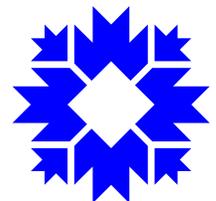
- Proposed lighting location meets department standards to illuminate intersections.
- Majority of consensus of support from residents directly affected by proposed light location.
- Department has adequate funding available to pay a onetime lump sum payment for equipment costs to reduce long term monthly billing expenses.



By: smithc
10 Jan 13



City of Bloomington
Public Works



Scale: 1" = 120'

For reference only; map information NOT warranted.

Agreement Information	Equipment, Energy and Maintenance			BL-3571720		11/01/2012
	Agreement Coverage			Agreement Number		Current Date
47403771	124651	75115	S450	V742	OLE12IN	SULP
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



1000 East Main Street, Plainfield, IN 46168

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Customer Name	City of Bloomington					
Service Location or Subdivision				The Initial Term begins when Service is in operation; after expiration thereof, Service continues, with annual renewals, until either party terminates with written notice to the other party.		
Service Address	Claybridge & Sandberg					
Service Address						
Service City, State, Zipcode	Bloomington	IN	47402			
Mailing Name				Notes:		
Mailing Business Name						
Mailing Address	PO Box 100					
Mailing Address						
Mailing City, State, Zipcode	Bloomington	IN	47402			

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						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$1,107.24	\$3.18	\$1.86	1	\$5.04	\$5.04	\$5.04
Option B - 1 Year Agreement Initial Term	\$96.49	\$3.18	\$1.86	1	\$101.53	\$101.53	\$5.04
Option C - 3 Year Agreement Initial Term	\$33.06	\$3.18	\$1.86	1	\$38.09	\$38.09	\$5.04
Option D - 5 Year Agreement Initial Term	\$22.43	\$3.18	\$1.86	1	\$27.47	\$27.47	\$5.04
Option E - 7 Year Agreement Initial Term	\$17.99	\$3.18	\$1.86	1	\$23.03	\$23.03	\$5.04
Option F - 10 Year Agreement Initial Term	\$14.78	\$3.18	\$1.86	1	\$19.81	\$19.81	\$5.04

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Duke Energy Representative

AND

Customer / Representative

Signature

Jack D. Urrutia

Signature

Printed Name

JACK D. URRUTIA

Printed Name

Date

11/01/2012

Date

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.