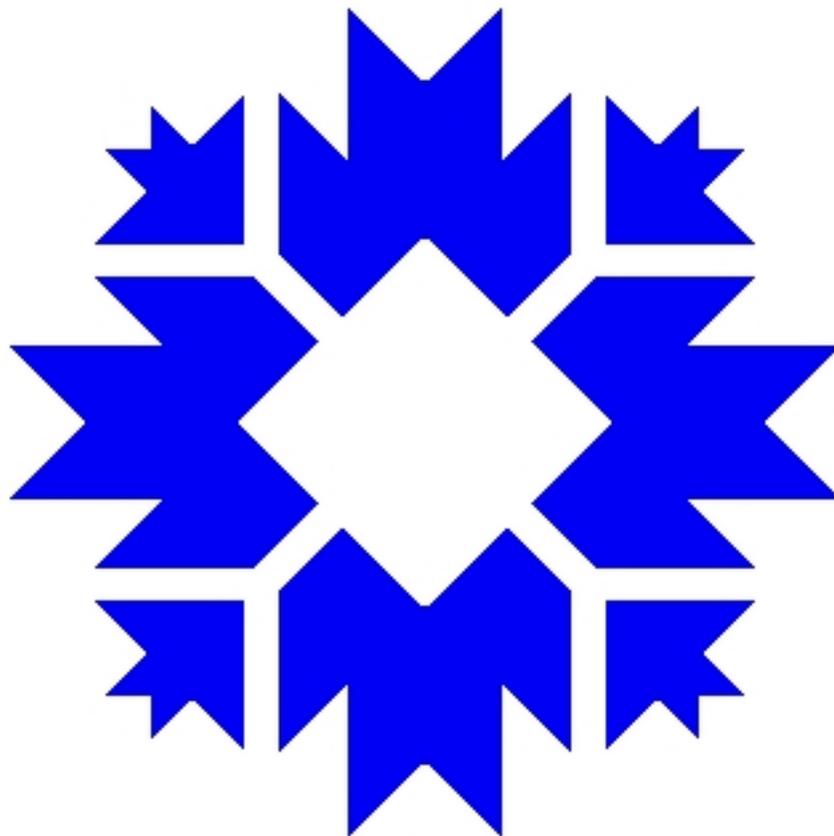


Board of Public Works Meeting

May 21, 2013



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

A Regular Meeting of the Board of Public Work to be Held Tuesday, May 21, 2013 at 5:30 p.m., in the City Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

- I. MESSAGES FROM BOARD MEMBERS**
- II. APPROVAL OF MINUTES – May 7, 2013**
- III. PETITIONS & REMONSTRANCES**
- IV. TITLE VI ENFORCEMENT**
- V. HEARINGS FOR NOISE APPEAL**
- VI. OLD BUSINESS**
- VII. NEW BUSINESS**
 1. Request to Uphold Order to Repair and Seal Unsafe Structure at 1506 N. Kinser Pike
 2. Request from Urbanhospitality 1, LLC to Close a Portion of W. 9th Street for Construction of Springhill Suites Hotel
 3. Resolution 2013-37: Action Regarding the Purchase of Right of Way for W. 17th Street Sidewalk Project
 4. Resolution 2013-38: Use of Public Street for the IU Jacobs School of Music Summer Band Concert Series (Wednesday, 6/26, 7/3, & 7/10)
 5. Resolution 2013-39: Use of Public Streets for the City of Bloomington Parks and Recreation 4th of July Parade (Thursday, 7/4)
 6. Resolution 2013-40: Use of Public Streets for Hoosiers Outrun Cancer (Saturday, 9/28)
 7. Resolution 2013-41: Use of Public Parking Spaces for Salvation Army Doughnut Day (Saturday, 6/8)
 8. Resolution 2013-43: Use of Public Sidewalk and Parking Spaces for Indiana Limestone Art Fair (Friday, 6/7)
 9. Resolution 2013-44: Use of Public Right of Way for Art Sculpture at the Tapp Road Roundabout
 10. Request for Noise Permits for City of Bloomington Parks and Recreation 2013 Performing Arts Series (5/7 thru 9/20)
 11. Request for Noise Permit for Bloomington Project School Fundraiser (Saturday, 6/1)
 12. Award Contract to Install Parking Access and Control Systems
 13. Award Contract for Purchase of Equipment and Installation of Video Surveillance System
- VIII. STAFF REPORTS & OTHER BUSINESS**

IX. APPROVAL OF CLAIMS

X. ADJOURNMENT

The Board of Public Works meeting was held on Tuesday, May 7, 2013 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

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

Present: Charlotte Zietlow
James McNamara
Frank Hrisomalos

ROLL CALL

City Staff: Susie Johnson - Public Works Director
Sue West - Controller
Adrian Reid – City Engineer
Justin Wykoff – Engineering
Rick Alexander - Engineering
Miah Michaelson - ESD
Jackie Moore – City Legal
Patty Mulvihill – City Legal
Mike Arnold – HAND
Jason Carnes - ESD
Officer Harper
Officer Frank
Chris Smith – Public Works
Laurel Archer – Public Works

McNamara stated it is Public Works Month and the City is celebrating with manhole rubbings in the Atrium. Zietlow stated the manhole rubbings were from Israel.

**MESSAGES FROM
BOARD MEMBERS**

McNamara made a motion to approve minutes from April 23, 2013. Hrisomalos seconded the motion. Motion passed. The minutes of April 23, 2013 were approved.

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

None

**TITLE VI
ENFORCEMENT**

Patty Mulvihill stated two citations were issued to the same person on the same evening at 209 E. 12th Street. The appellant stated the tickets were given one minute apart, however, after conferring with Central Dispatch, it was determined they were given 5 or 6 minutes apart. Mulvihill stated there was a complaint called into Central Dispatch of a large party. Officer Crystal Harper issued the first citation. She stated she approached the residence and could hear the

**HEARINGS FOR NOISE
APPEALS
209 E. 12th Street**

music and noise from approximately two blocks away. She did issue the citation because the music could be heard from well outside the property. When Officer Harper left the residence there were 20 people standing on the porch. Central Dispatch received a second complaint about the noise and that is when Officer Frank arrived approximately five minutes later. There were no longer people standing on the front porch but he could hear the noise from inside the residence from approximately one block away. Office Frank then issued the second citation. There were two citations issued closely together, but both were independently verified that noise could be heard, from two blocks away, and then the second time from a block away. Both Officers were present for questions. Staff would request that the tickets be upheld. Joelle Tucker, appellant, is present.

McNamara asked which of the citations was issued first. Citation #32608 was the first citation issued. McNamara asked what the fine is for the citations. Mulvihill stated the first citation is \$50 and the second citation is \$100.

Joelle Tucker introduced herself. Ms Tucker stated she would hope that the Board would appeal either one or both the citations. Ms Tucker stated she is aware of the Noise Ordinance for the City of Bloomington, and understands why she was issued the citations, especially the first one. Ms Tucker acknowledged there was a party and could be heard outside the property premises. Ms Tucker stated she and her roommates made a conscience effort to clear out the party. there were a lot of people on the porch and she was shutting the party down. However, before the part was shut down completely another police officer arrived. She hoped the Board would see that she was making an effort.

Officer Kevin Frank with the Bloomington Police Department introduced himself. Zietlow asked if he had knowledge that the other officer had been there. Officer Frank stated he later found out that Officer Harper had been there, and the time was approximately 6 to 7 minutes on the dispatch log. Officer Harper had issued the first citation. Officer Frank explained there was a second dispatch to the same residence. Officer Frank stated he arrived and could hear the music approximately a block away. Upon his arrival there were no individuals outside and it appeared the party was still going on inside, and Officer Frank did issue a second citation.

Zietlow stated this happened at 11:40 p.m., well after the time noise should be heard. Frank stated as he recalled the first citation was issued at 11:39 and his citation was issued ten minutes later.

Hrisomalos asked if he knew the first one had been issued. Officer

Frank stated he was advised by Ms. Tucker that another citation had been issued but the way he understood it from Ms Tucker, it had been a significant amount of time before he had arrived, he understood it to be a few hours before, and not a few minutes before he arrived.

Ms Tucker felt she had made it clear and had stated the cops had just been there.

McNamara first wanted to thank the Bloomington Police Department for everything they do, day in, day out, especially recently, and especially Little 500, and all the events leading up to it. McNamara stated he has ridden along to these noise calls and it is hell.

McNamara's advise to anyone in the future who may be violating this code would be to disperse the crowd, rather than re-group, as much as possible. That has been his observation this is the only way the noise is diminished, if everyone goes home. McNamara said he understands the combination of factors that led to the issuance of two citations rather close, back to back, and he would be comfortable granting the appeal for the second citation; again, knowing City police officers did exactly what they were supposed to do under the circumstances, and that is not a question here. McNamara understood there was a combination of circumstances, and dispatch times, and the Friday before Little 500, which is one of the freakiest nights of the year.

McNamara made a motion that the second citation be dismissed and the first citation be upheld. Hrisomalos seconded the motion. The motion passed.

OLD BUSINESS

NEW BUSINESS

Jason Carnes, Assistant Director of ESD, introduced himself. He explained the Boys and Girls Club of Bloomington is working with the City of Bloomington, Ivy Tech. corporate sponsors, and community businesses to promote entrepreneurship among youth. Participants of Lemonade Day will construct stands and place them at businesses, homes, and parks around the community. The groups are requesting permission to locate Lemonade Stands in the public right of way. Stands will be located throughout Bloomington. All Lemonade Day participants have received permission from the adjacent property owners to make sure they have no objections. The installation and tear down will all take place on May 18th. The stands will be operating from approximately 10:00 a.m. to 5:00 p.m. Participants and businesses are working very closely with Economic

Resolution 2013-33: Agreement to Allow Lemonade Stands on Public Sidewalks for Bloomington Lemonade Day

and Sustainable Development Department staff. There was a representative from the Boys & Girls Club present.

Jordan Brimwell introduced herself. Jordan has been the communication and events intern for Lemonade Day this year. This is its 2nd year in Bloomington, but is a national entrepreneurship program. This usually is done between a parent or grandparent, but can be done with any adult mentor. There have been multiple workshops throughout the last few months. There is a business workshop, a philanthropy workshop, and a stand building workshop where supplies are provided to build their lemonade stand. Participants are given a workbook that they work through to decide how much the supplies will cost, and their parent/mentor serves as their bank. Last year, on average, \$65 was spent on expenses. The average profit was \$205. The program's main office is in Houston, TX . It is important that the stands are spread out throughout the community. Many set up on the B-Line Trail. Many go in front of businesses that have sponsored and this is the reason why permission is needed for the stands to be placed in the public right of way.

The Board asked various questions about the program. Last year there were 116 sites, sometimes there are more than one kid at a stand. The stands are open for an average of five hours. Sales tax is not collected. The average glass of lemonade is sold for \$1.47 cents. All the children have their own recipes for the lemonade. The stands are not the same, it is up to each kid to decide on their design and some are very unique. The children are encouraged to pay back the funds provided by the mentors, save a portion, spend a portion, and share some with another not-for-profit organization.

Jordan told the story about a boy named Dexter who uses his family recipe. Over the last year he has catered events and has made a year round business out of it. At the kickoff in January he handed out business cards with a picture. Another child had a younger sibling, Ian, who needed money for a type of cancer treatment and she named her stand "IanAde." All the money she received she put back into his fund.

Jordan stated that Lemonade Day is sponsored by and pushed through the Boys & Girls Club, but it is not a Boys & Girls Club program. There are many children that go to the Boys & Girls Club that participate, but also many children that do not.

Zietlow asked how the community partner works. Jordan stated Cook was the main sponsor last year but that has been increased this year. Jordan stated she and the director have gone out to the community and talked to businesses, and some decided to sponsor.

Hrisomalos wanted to know where the stands would be. Jordan stated if there is a business on the square that has sponsored then the stand would be in front of the business. They can also look for stand locations on the map and e-mail Jason Carnes about where they would like to be located. Staff then makes sure it is okay for them to be there, and then put their stand on the map.

Zietlow also wondered if they can sell other things. Jordan stated they can sell cookies, etc., and last year someone was interested in giving their money to the Humane Society so they sold dog biscuits. Zietlow asked if this required Health Department approval. Carnes stated they do not.

Jason stated this was his first year working on the project and it has been great. He also added the Boys & Girls Club has been a terrific partner to work with.

McNamara moved approval of Resolution 2013-33, Agreement to allow Lemonade Stands on public sidewalks for Bloomington Lemonade Day on Saturday, May 18th. Hrisomalos seconded the motion. The motion passed. Resolution 2013 approved.

Alexander stated it is unusual but these two plats are together, and they are literally joined in the middle of the road. The petitioner is Trinitas, and Daniel Butler, from Bynum Fanyo and Associates. The property is located within two Planned Unit Developments, Patterson Pointe & Landmark II. This property is north of Bloomfield Road or 2nd Street, and south of West 3rd Street, and west of Patterson Drive, and west of Crescent Donut. All lots being amended were originally parts of various phases of Landmark Business Center subdivision. Lot 1 was part of Landmark II PUD, but became part of the Patterson Point PUD in 2010 as part of PUD 29-09. The changes to the plats are as follows: Lot 1 - Landmark lot dedicates ROW for the new road Milieu Drive and a utility easement added. Lot 2 - Patterson Point PUD lot also dedicates ROW for Milieu and adds utility easements. Lot 3 size increases and contains existing detention pond and adds easements. Lots 14, 15 have no changes. Lots 16, 17 add private utility easements. The private street, South Dolimah Avenue is also shown on the plat and will be built to city standards and may be dedicated to the City in the future should it ever be extended to the south. An easement is being provided at the south end of Westplex should it ever be extended to Landmark. The plat also transfers land from Lot 1 to Lot 3 so that soil required to be remediated will not be on Lot 1 allowing the financing of Lot 1 to be more feasible.

**Plat Approval for
Landmark Business
Center Phase VII and
Patterson Pointe, Final
Plat Expansion and
Amendments**

Alexander also explained these two plats are linked together and will

need to be recorded simultaneously. All right of way for Adams, Patterson and 2nd/Bloomfield Road was dedicated with previous plats. Right of way for Milieu is being dedicated with both plats. Future right of way is set aside for later dedications of both Dolimah and Westplex should their development become a realistic possibility. Bonding for West Milieu Drive has been established at \$283,000 and is in place. The developers are also required to post a bond for a future signal which would potentially be at the intersection of Patterson and Isaac/Old W. 3rd in the amount of \$218,350. City Engineer, Adrian Reid has reviewed and approved the bond amounts. Staff recommended approval.

Daniel Butler, representing Trinitas Ventures, LLC, introduced himself. He stated this is two plats as described. Zietlow asked if this was primarily businesses, and how many businesses are expected. Butler stated it is a multi-family development on the westside of Patterson. On the east side of Patterson would be mixed use.

McNamara moved Plat approval for Landmark Business Center Phase VII and Patterson Pointe, Final Plat Expansion and Amendments. Hrisomalos seconded the motion. The motion passed. Plats approved.

Michael Arnold, HAND, stated this is a property that has come before the Board before. This is a mobile home on part of a lot where a large tree, or combination of trees has fallen on the mobile home and destroyed it. HAND came to the Board in the Fall with Orders to Remove Unsafe Structure. The Board gave a deadline of January 31, 2013 for removal of the mobile home. A notice was sent from HAND in February with a 30 day deadline, and then another notice in March with another 30 day deadline. The next step is for HAND to request permission to abate the property for them if they, in fact, cannot finish the work, or work stops on the removal. If the City has to abate this will give the City permission to move forward and find a contractor.

**Request to Abate
Property and 2504 ½ S.
Milton Drive**

Wendy Welch introduced herself. She stated there were multiple trees that fell and it took awhile to get the trees removed safely. This building was a storage building for about 20 years. Everything in the mobile home had to be removed to be able to get it down. The owner, Ms Welch's mother, lives on social security and Ms. Welch was unemployed. Ms. Welch now has a job and has been talking to contractors, and believes she has found a contractor she is going to hire. Ms. Welch stated she worked to remove a lot of the structure last month; however there were a lot of rainy days. She realizes this needs to be taken care of but would like to have another month and is

sure she can get the building taken care of.

Mike Arnold stated there has been progress, and was not opposed to giving her more time, but would like to have permission to move forward in case it does not happen by the new deadline.

McNamara asked if Ms. Welch if she understood. She stated she did. She believed since it was nice weather the project would be easier to complete.

Hrisomalos asked if HAND agrees to 30 days. Arnold stated 30 days would be fine, and if after 30 days there is still work to be done then the abatement would move forward.

McNamara moved approval of request to abate with the understanding that HAND will be in discussions with the property owner to facilitate the property owner's own abatement of the situation and if not removed by June 7, 2013 HAND will move forward. Hrisomalos 2nd the motion. The motion passed.

Miah Michaelson explained BIRA and IU are hosting an international food festival, "The Flavors of 4th Street" involving most of the restaurants in the Restaurant Row area on Saturday, August 24th from 4:00 p.m. to 11:00 p.m. This is the second year for this event. Admission would be \$5 for students/ \$10 for non-students and children under 12 free. Admission wristbands would allow guests to sample a variety of \$1 food offering within each restaurant. The event will also feature international entertainment and a fenced beer/wine garden. They are requesting the closure of 4th Street between Dunn Street to Grant Street on Saturday, August 24th from 1:00 p.m. to midnight to accommodate set up and tear down of the event, as well as a Noise Permit to allow for live music. This is a joint event between BIRA and the IU Alumni Association. The event was well staffed last year with volunteers. This event started out as an opportunity to introduce students to the 4th Street restaurants, and experience all the variety of food that is available in the 4th Street area.

Resolution 2013-15: Use of Public Streets for Flavors of 4th Street (Saturday, 8/24)

Zietlow asked if this would only be the 4th Street restaurants. Miah believed they were inviting a couple of restaurants adjacent to 4th Street, but is meant primarily to be a promotion for restaurants on the 4th Street corridor. The event was well attended last year. It is nice to have events that showcase the 4th Street restaurants.

Hrisomalos asked what is done with the money. Miah stated it goes to the Alumni Association to help fund their projects.

McNamara made a motion to approve Resolution 2013-15: Use of Public Streets for Flavors of 4th Street on Saturday, August 24, 2013. Hrisomalos seconded the motion. The motion passed. Resolution 2013-15 approved.

Justin Wykoff with City Engineering introduced himself. He explained that Engineering has been working with Mr. Reasner, Whitehall Investments to place a sign just outside the City's right of way, but in a parcel owned by the City at the corner of Liberty Drive and West 3rd Street. Planning originally started this process last Fall. Engineering has worked with City Legal to draft a Hold Harmless and Encroachment Agreement. A photo of the proposed sign was shown. The sign is set off of 3rd Street. Planning has approved the sign and the final step is the encroachment agreement.

Resolution 2013-29:
Request to Encroach into
Public Right of Way with
Sign by Whitehall
Investments LP, LLC at
500 S. Liberty Drive

McNamara asked if this parcel was never part of Whitehall Investments. Wykoff stated he believed it was dedicated as part of the detention area that is there. Zietlow asked if that was done when the street was widened. Wykoff felt it probably happened when the shopping center was developed. Wykoff further explained it was originally believed this parcel was owned by the Redevelopment Commission but further review revealed it belonged to the City. McNamara mentioned on the County's GIS it is listed as belonging to the County. Wykoff stated that is incorrect.

Jeff Reasner introduced himself. He stated he represents Whitehall Investments. On the sign presented, Kroger is the only actual business, the sign is just an example of what it will look like upon completion.

McNamara stated when he read this his initial reaction was what is the public good served by an encroachment on City property for commercial purposes, but looking at it from a policy perspective, there are many signs in this area, and a similar sign next door, so it makes sense.

Hrisomalos felt the sign makes it safer for drivers. Zietlow concurred stating many of those businesses are not visible from 3rd Street.

McNamara moved to approve Resolution 2013-29: Request to Encroach in Public Right of Way with Sign by Whitehall Investments LP, LLC at 500 S. Liberty Drive. The motion passed. Resolution 2013-29 approved.

Miah Michaelsen introduced herself. She explained this is a request from the Bloomington Housing Authority to close Summit Street between Monroe and 13th Streets on May 29, 2013 from 3:00 p.m. to

Resolution 2013-32: Use
of Public Streets for
Bloomington Housing

7:00 p.m. to host a Family Day for the Crestmont neighborhood. The Boys and Girls Club will be there and have games, raffles, as well as live music. They are anticipating about 400 residents attending based on the attendance of the Fall Fair/Haunted House event last October. Also, as part of this event they are requesting a Noise Permit. This is a great neighborhood building event and always goes well. Staff recommended approval.

**Authority Family Day
(Wednesday, 5/29)**

McNamara made a motion to approve Resolution 2013-32: Use of Public Streets for Bloomington Housing Authority Family Day (Wednesday, 5/29). Hrisomalos seconded the motion. The motion passed. Resolution 2013-32 approved.

Miah Michelsen stated this is the 31st year for the Taste of Bloomington. Downtown Bloomington, Inc. has scheduled the Taste of Bloomington for Saturday, June 22nd. Over the last two years the event has expanded to include the north parking lot of Showers which does result in closing Morton Street as far north as 10th. As in the past, Morton will be closed south to 7th Street; 8th & 9th Streets will be closed between Morton and the north/south alley behind the Justice Building. The north alley will be open for the Sheriff's Department to use. Showers Common and Plaza will also be used. This is one of the bigger events the City has. The proceeds benefit the Community Kitchen and Hoosier Hills Food Bank. This is a great partnership between Downtown Bloomington, Inc., and the Bloomington Independent Restaurant Association (BIRA). It brings many people downtown who don't normally come to the City. The City believes this is a great event and the expansion into the north lot area has been great for the event.

**Resolution 2013-34: Use
of Public Streets for Taste
of Bloomington
(Saturday, 6/22)**

Zietlow asked about participants. Miah stated it has grown significantly in the last few years, with last year being the largest attendance to date, and it continues to grow. They were able to give more money to those supporting organizations than they ever have.

Miah added this event has significant involvement from the City Parks & Recreation Department Staff, Becky Barrick-Higgins, in particular is very active. There is a lot of event supervision from the Parks staff. It is an event that the City has supported and feels it is a great benefit, not just to the downtown community, but also the organizations it supports.

McNamara made a motion to approve Resolution 2013-34, Use of Public Streets for Taste of Bloomington (Saturday, 6/22).

Jason Carnes, with ESD, introduced himself. He explained Samuel Sveen has applied for an Itinerant Merchant Permit. It has been

**Resolution 2013-35:
Allow Itinerant Merchant**

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, which they have, and this is the final step in the process. The business is selling coffee from a cart.

**to Operate in Public
Right of Way (Samuel
Sveen Uel Works LLC)**

Samuel Sveen introduced himself. He stated the name of his business is Uel Zing. Sveen explained the origin of the name of his business. He stated he has built his cart from scratch in his backyard over the last few weeks. He plans to bring Bloomington some quality cold brewed, locally fresh roasted ice coffee. Sveen explained this is a much smoother and less acidic coffee than hot brewed coffee thrown in the fridge. McNamara asked about the caffeine content. Sveen stated it is stronger. Sveen stated he has been working with local roasters, Quarry Men, and a lot of his hardware comes from Kleindorfer's and Goody & Sons. He is trying to buy local where he can, and his cups were ordered on-line but have are corn plastic so they are recyclable and renewable. The cart will have wheels and be pulled by his bicycle.

McNamara asked where and when he plans to set up. Sveen stated he will begin about 7:00 a.m. until 2 or 4 p.m. depending on business. He hopes to be out every sunny day and will be downtown around the square and along Kirkwood. Zietlow and McNamara both agreed coffee sounded like a wonderful idea. Sveen stated he would like to start on Monday (5/13/13) with a grand opening and is waiting for the permit.

McNamara moved to approve Resolution 2013-35, To Allow Itinerant Merchant to Operate in the Public Right of Way, Samuel Sveen, LLC. Hrisomalos seconded the motion. The motion passed. Resolution 2013-35 approved.

Miah Michaelsen stated the Recovery Engagement Center's Circle of Recovery volunteers are hosting their 3rd annual Recovery Fest picnic at the Cascades Park Sycamore Shelter in their continued effort to provide support and enhance the quality of life for the recovering community. The event is being held on Sunday, June 23rd from 1 - 5 p.m. The event provides healthy activities and a platform to celebrate recovery. The music they are planning will run for 1 hour in two 30 minutes sets. Staff recommended approval of the request.

**Request for Noise Permit
for Recovery Fest
(Sunday, 6/23)**

McNamara asked if this is a division of Centerstone. Miah stated

yes.

McNamara made a motion to approve the Noise Permit for Recovery Fest on Sunday, June 23rd. Hrisomalos seconded the motion. The motion passed. Noise Permit approved.

Wykoff stated the South Walnut Street project is beginning to wrap up. Public Work has requested quotes to 15 different landscaping businesses. Two quotes were received:

Mother Nature Landscaping - \$20,416.00
Nature's Way Landscaping - \$31,738.31

Wykoff stated both had Affirmative Action plans in place. Bonding is in place. Both did supply a list of materials, which were similar. The biggest difference was on labor costs. Staff recommended the award go to Mother Nature Landscaping for \$20,416. They will be given 45 days to install.

Zietlow asked if they have done work for the city in the past. Wykoff stated they have done work for Parks & Recreation. At a pre-quote meeting they mentioned they were very interested in doing more projects with the City.

McNamara asked if this was only the installation of the landscaping. Wykoff stated it did not include the on-going maintenance. This includes the purchase and acquisition of the flowering plants and perennials; however, separate from that is purchasing the trees. That will go through Lee Huss, the City's Urban Forester. This contract includes the shipment of the trees, which the City has already paid for.

McNamara asked if the City will maintain. Wykoff stated the City will maintain and part of this contract includes some minor irrigation work.

Zietlow ask for the boundaries of the project. Wykoff stated it would run from Arby's, all the way to 3rd Street, and includes the tree planting on the island. Wykoff stated City Legal wanted to disclose the contract has not yet been signed by the Mayor, so the approval is pending Mayoral approval.

McNamara made a motion to award the bid for landscaping contract for South Walnut Streetscape project to Mother Nature landscaping in the amount of \$20,416. Hrisomalos seconded the motion. The motion passed.

**Award of Landscape
Contract for South
Walnut Streetscape
Project**

Zietlow said she made the observation the plantings included coreopsis which she believed required a lot maintenance. Justin stated he would check on that for her.

Jackie Moore, City Attorney, introduced herself. Moore stated by approving this resolution the Board is authorizing City officers to enter into a 4 year lease/purchase agreement to purchase parking meters, surveillance cameras, and other related equipment being purchased for the improvement of parking in the downtown. The Resolution will take effect immediately. The finance documents have not been completed, but staff will be working with the finance company and attorney to get them properly executed.

Resolution 2013-36:
Authorize the Execution
and Delivery of an
Equipment
Lease/Purchase
Agreement, and Related
Instruments, for the
Acquisition of Equipment

Sue West, City Controller, introduced herself. West stated the lease/purchase would be just under 1.8 million total. It consists of multiple vendors. This will allow the City to not borrow the money up front. As Public Works gets into the project and turns in invoices, the invoices will be turned in to be paid. This will allow the City to not borrow the money up front but borrow the money as it is needed; therefore, not incurring any interest until the money has been expended. The interest rate is 1.92 percent to be financed over four (4) years. The payments will begin in 2014 and financed through Parking Meter Revenue.

Zietlow asked if this was through First Financial. West stated it was, and is the bank right down the street the City does business with. Zietlow stated this was a great rate and would have an impact.

McNamara was pleased to hear the City had decided on a Lease/Purchase option as opposed to borrowing it all up front. West stated yes, this way it would be financed as the individual contracts are approved. The financing contracts will brought to the Board in pieces. Hrisomalos also thought this sounded good. Zietlow thought it was excellent as well.

McNamara acknowledged this was Sue West's first time before the Board in her new capacity and extended the Board's welcome. He is happy for both Ms West and the City.

McNamara made a motion to approve Resolution 2013-36, Authorize Execution and Delivery of an Equipment Lease/Purchase Agreement, and Related Instruments for the Acquisition of Equipment.

Hrisomalos seconded the motion. The motion passed.
Lease/Purchase Agreement approved.

Susie Johnson stated the Board was aware that last month the City Council approved an ordinance for Public Works to move forward

Authorize the Agreement
to Purchase Parking

Meter Equipment and Related Services

with metering the downtown area. Johnson explained since that time staff has been working with the Controller's office and with the City Legal Department to issue Request for Proposals (RFP). Those RFP's have been returned and opened at a public meeting. Staff has been reviewing those proposals and the information received. The City solicited RFP's for purchase and installation of meters in the downtown area. The RFP requested bids for multi-spaced and single spaced meters, as well as blended systems. The City received seven (7) proposals. Those seven have been reviewed utilizing the factors that were listed in the RFP. Those factors are: Functionality, Service and Support from the vendor, references from other folks who use those products, and the total cost of ownership to the City. Blended proposals for both single space and multi-spaced meters were submitted by Duncan, Evens Time and Parkeon. All of the blended proposals required two separate back end office systems. Staff had hoped to see blended systems that offered a single back end support product, which none of the systems did. Parkeon did say in their proposal that they were working on a blended back end office product but it was not available at this time. Having the two back end office systems becomes more complicated to effectively manage with regard to reporting, more training for staff, both up front and ongoing training as updates occur. A blended system would also require maintenance on two different types of meters. In the stakeholder meetings staff heard repeatedly, almost unanimously, from merchants and customers of downtown that they wanted single space meters. They wanted to go to the meter where they were parked, pay the meter, and then move along about their business. Given the back office situation as well as what was learned in stakeholders meetings, staff decided at that point to move forward with analysis on a single spaced system.

Johnson revealed there were two vendors who proposed single space solutions and that was IPS and Duncan. The upfront cost for the IPS meter was roughly \$250,000 less than the Duncan product. The anticipated annual operating cost for the Duncan would be about \$20,000 less than the IPS system. The pay back period; however, for the upfront costs for the Duncan vs. the IPS would be a little over 13 years. The Duncan meter was not as intuitive as the IPS meter. The IPS meter looks and acts like an ATM that people are accustomed to using. Staff felt the Duncan was not as intuitive. All the staff that reviewed the product thought the IPS meter functionally performed better. A short video was shown on how the meter works.

Johnson added that the marketing plan that IPS proposed was one that staff felt was easy to understand. The video will be very useful to our customers. Lastly, Johnson stated she felt it important and telling that when references were checked on IPS and Duncan, both the City of

Louisville and the City of Cincinnati have both IPS and Duncan and as they replace meters are replacing the Duncan meters with IPS meters. The IPS meters are easier to maintain, easier to repair, and they really prefer how the back end office works.

Johnson concluded by stating that after careful analysis of all these proposals, listening to what the community had to say, staff feels the IPS product is reasonably priced, performs very well, and recommended the Board award the contract to IPS Group for \$938,275.

Susie introduced Andrea Roberts, Deputy Director. Susie stated Andrea has been very involved in doing the financial analysis of all the vendors.

Hrisomalos asked how many meters. Johnson stated 1,490 meters. That will give the City 10 or 12 extra meters to have on had should there be a problem.

Zietlow asked if they can be used with a credit card. Johnson stated coins or credit cards. Also, the City is looking at a vendor, and will bring a contract forward at a later date, to allow pay by the customers smart phone via a special app.

McNamara stated he was interested in token and smart cards. As he has discussed it is best to keep it simple at the beginning. He does hope smart cards and tokens might be something considered in the future. McNamara noted only big cities were using the smart cards. McNamara did ask about the denomination on the tokens. Johnson explained staff would work with the vendor that stamps the tokens and then an amount would be set at whatever amount they needed. McNamara stated the tokens would make more sense for the purposes he had in mind, such as rewarding customers of a business, or volunteers for non-profits. However, the cost of the cards are astronomical. McNamara stated he sees great flexibility with these meters, in that they can be programmed basically meter to meter.

Johnson stated some of the members of the City Council really wanted to have that kind of flexibility, so if it was ever decided to do dynamic pricing, which would allow the City to price a certain parking spot at a certain time period of time on a given day then it can be set for that meter specifically. This was also another factor when staff discussed single meters and multi-spaced. Staff will know how every meter is utilized which is not possible with multi-space.

Zietlow asked where they are made. Johnson stated in San Diego. Zietlow asked if the engineering was done in this country. Susie was

not sure. Johnson did state the company is located in San Diego, and they are manufactured there, so would assume that was the case.

McNamara gave kudos to the staff for putting together this RFP, the information that was sought and gathered was mind boggling. Johnson stated Andrea Roberts and Jackie Moore get the credit for pulling all the information together. McNamara stated again that the meters are easily programmable and the data that can be collected is great, and the financing is wonderful. McNamara asked if these are dual head. Johnson stated several will be yoked wherever possible; however, it does not work with parallel parking and part of the acquisition does include yokes. McNamara concluded by stating he didn't know how this could be done any better with metered parking and thought it was all fantastic!

Zietlow asked about the time line on the installation. Johnson said as soon as document is executed a notice to proceed will be sent out to IPS. Staff hopes to change out the meters on Morton Street quickly. Then start installation in June, and have everything up and running and totally operational by August. The goal is to have everything up and running before students get back.

Zietlow asked who will be doing the installation. IPS is contracting with one of the other bidders on the project, Evens Time. The City has a very good and long standing relationship with them. Evens Time has sold the City a lot of equipment used in the parking garages. The gates that are used are from them.

McNamara, with great joy, made a motion, to purchase parking meter equipment and related services in the amount of \$938,275 from IPS. Hrisomalos seconded the motion. The motion passed. Agreement with IPS approved.

Christina Smith read into the minutes the Outdoor Seating Permits the Board will be asked to sign:

Samira Restaurant at 100 W. 6th Street, Permit #13-006
Café Pizzeria at 405 E. Kirkwood Avenue, Permit #13-007
BLU Boy Chocolate Cafe & Cakery at 112 E. Kirkwood Ave, Permit #13-008
Yangkey's Little Tibet Shop at 114 S Indiana Avenue, Suite B, Permit # 13-009
Grazie Italian Eatery at 106 W. 6th Street, Permit #13-010

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

**STAFF REPORTS &
OTHER BUSINESS**

**APPROVAL OF
CLAIMS**

McNamara made motion to adjourn. Hrisomalos seconded the motion. Meeting adjourned at 7:00 p.m.

ADJOURNMENT

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



City of Bloomington
H.A.N.D.

Board of Public Works

Meeting Date: 21 May 2013

Petition Type: Permission to Abate property

Address: Brookdale Lot #1; commonly known as 1506 N. Kinser Pk.

Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

Staff Report: 07 February 2013 Orders to Repair and Seal
12 February 2013 Spoke with Owner
30 April 2013 Letter from Legal Department

07 February 2013, Sent Order to Repair and Seal for this structure. The tarp over the large hole had deteriorated and there are additional smaller holes/failure in the roof system. There were windows that were standing open allowing unauthorized access.

12 February 2013, spoke with the owner via conference with HAND Director Lisa Abbott, and explained that the tarp was not sufficient to meet the requirements of Title 17 and explained that there were windows open on the structure.

30 April 2013 Legal sent notice that the structure was past due for compliance and gave a deadline of 20 May 2013. The structure has been sealed, but the roof has not been repaired. HAND is asking permission with abatement and to request bids for repair to the roof.

Deadline: None

Attachments: Photos, Order, BPW Notice



City of Bloomington
Housing and Neighborhood Development

ORDER TO REPAIR AND SEAL

08 February 2013

Jeffrey Jones
668 S. College Ave.
Bloomington IN 47403

Re: Brookdale Lot #1; commonly known as 1506 N. Kinser Ave.

Dear Jeffrey Jones;

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

You have until 15 April 2013 to repair the structure. See the attached Notice of Ordinance Violation (NOV) for the details of this violation and a summary of the violation history.

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

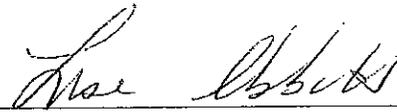
If the Order to Repair and Seal is not complied with, the following may occur:

1. HAND may hire a contractor to fulfill the obligations of the Order to Repair and Seal.
2. HAND may fulfill the obligations of the Order to Repair and Seal itself.
3. If HAND has to hire a contractor to fulfill the obligations of the Order to Repair and Seal or must fulfill the obligations of the Order to Repair itself, each person who holds a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises from the date of this Order to Repair and Seal to the time that the work is completed, is jointly and severally responsible for certain costs; including the actual cost of the work performed and reasonable processing expenses.
4. If any assessed costs remain unpaid, HAND shall execute a judgment in the Monroe Circuit Court against any and all of the aforementioned

parties; said judgment is a debt and lien on all real and personal property of each named individual.

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

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



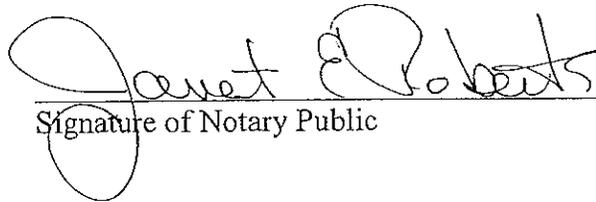
Lisa Abbott
Director
Housing and Neighborhood Development
401 North Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401

State of Indiana)
)SS:
County of Monroe)

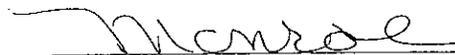
Subscribed and sworn to before me a Notary Public this 8th day of February 2013.



Name of Notary Public



Signature of Notary Public



Notary Public's County of Residence

1/22/2012
Commission Expires

CITY OF BLOOMINGTON NOTICE OF ORDINANCE VIOLATION

Date NOV issued: **08 February 2013**

Person(s) NOV issued to: **Jeffrey Jones**

Date violation discovered: **07 February 2013**

Location/address of violation: **Brookdale Lot #1; commonly known as 1506 N. Kinser Pk.**

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

Inspector's Report

A drive by of the property shows it is no longer in compliance with the previous Order to Repair and that there are open windows to the structure. The following shall occur to bring the property into compliance with the Order to Repair and Seal:

1. The Monroe County Building Department shall be contacted to determine if a Building Permit is required for the work to repair the structure.
2. Properly repair/replace deteriorated portions of the roof, eaves, soffits and overhangs. Tarps and similar temporary measures do not meet the standards set forth in 17.16.110 for workmanlike manner.
3. Properly repair or seal openings in the structure such as missing/broken/open windows and doors.
4. Remove all debris associated with these repairs.
5. HAND shall be notified when work is completed at this location

Relevant Code Citations

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

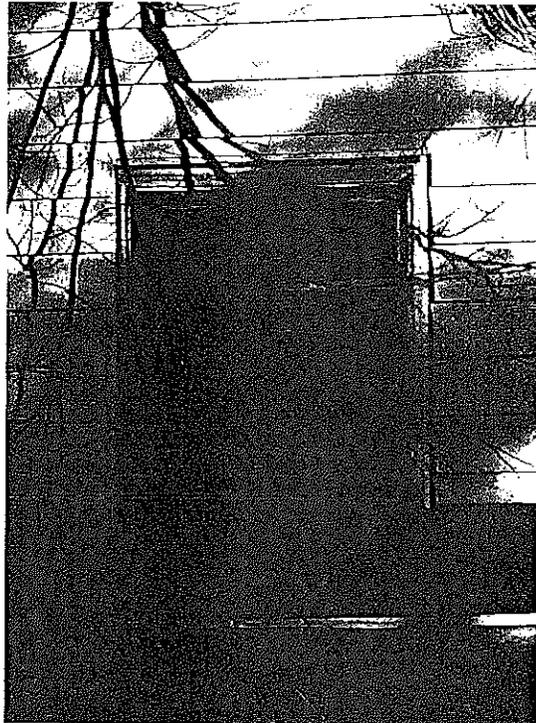
- (1) In an impaired structural condition that makes it unsafe to a person or property;
- (2) A fire hazard;
- (3) A hazard to the public health;
- (4) A public nuisance;

- (5) Dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance; or
 - (6) Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance;
- is considered an unsafe building.

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

- (ll) Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, provided by the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location, or structure of buildings;
- (nn) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangements, inadequate light, air or sanitation facilities, or otherwise, is determined by the enforcement authority to be unsanitary, unfit for human habitation, or in such condition that it is likely to cause sickness or disease.

1506 N. Kinser Pk.
07 February 2013



Corporation Counsel
Margie Rice



City of Bloomington
Legal Department

City Attorney
Vickie Renfrow

Assistant City Attorneys
Susan Failer
Barbara E. McKinney
Jacquelyn F. Moore
Patricia M. Mulvihill
Michael M. Rouker
Greg Small

April 30, 2013

FILE COPY

Jeffrey Jones
668 South College Avenue
Bloomington, Indiana 47403

Re: Property located at 1506 North Kinser Avenue, Bloomington, Indiana

Dear Mr. Jones:

The City of Bloomington's Housing and Neighborhood Development (HAND) Department has requested the assistance of my office in regards to your failure to comply with the Order to Repair and Seal issued by HAND on February 8, 2013. On said date, the City issued you an Order to Repair and Seal the above-referenced property as said property was deemed unsafe and to be in violation of Chapter 17 of the Bloomington Municipal Code and Title 36 of the Indiana Code.

This Order to Seal and Repair required you to do five things. First, contact the Monroe County Building Department to determine if you need a Building Permit to complete the required repairs to the structure. Second, properly repair or replace the deteriorated portions of the structure's roof, eaves, soffits and overhangs. It was specifically noted that tarps are not considered an acceptable form of repair. Third, properly repair and seal all openings in the structure, such as missing, broken and open windows and doors. Fourth, remove from the property any debris associated with the aforementioned repairs. Fifth, contact HAND when the work is completed.

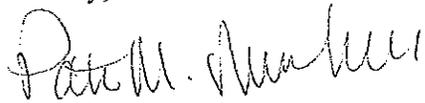
On February 12, 2013, you spoke with Mike Arnold of the City's HAND Department regarding the Order to Seal and Repair. During this conversation the requirements you needed to meet were reiterated and further explained.

Your deadline for compliance with the Order to Seal and Repair was April 15, 2013. A recent inspection of the property has revealed that the terms of the Order have not been met and that you are not yet in compliance. This failure to comply can subject you to the following: fines, injunctive action, and the City performing the necessary work itself and assessing any associated costs as a lien against your property.

You have up to and including Monday, May 20, 2013, to comply with the Order to Seal and Repair issued on February 8, 2013. Failure to meet the May 20th deadline will result in the City commencing legal action to bring the property into compliance itself.

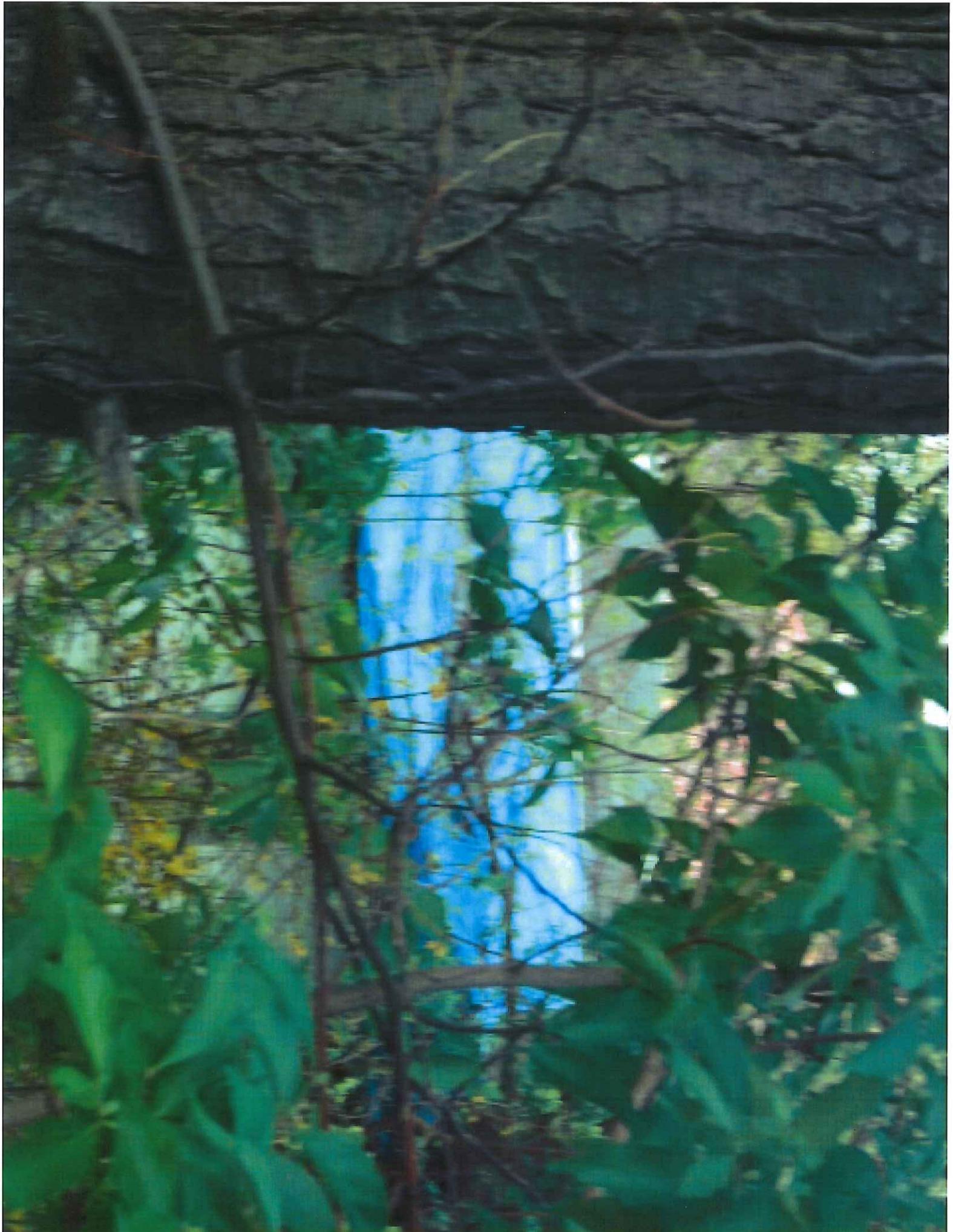
If you have any questions on how to effectuate the terms of the Order to Seal and Repair please contact Mr. Arnold at (812) 349-3401. The City would appreciate your prompt attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patricia M. Mulvihill".

Patricia M. Mulvihill
Assistant City Attorney

cc: HAND





Board of Public Works Staff Report

Project/Event: 9th Street Closure for Springhill Suites Construction

Staff Representative: Rick Alexander

Petitioner/Representative: Greg Carr/ Shiel Sexton Contractors

Date: May 21, 2013

Report: The Springhill Suites Hotel is being constructed across from City Hall at Morton/9th/North College. In order to construct the decking for the 5 story building, a crane will have to be set in 9th Street until approximately August 30th. When the crane is in place, it has a footprint of 25 feet. It is only 30 feet from the curb on the south side of 9th to the hotel building line making vehicular travel impossible. The only option is to install a transformer and a tower crane that would be permanently ground mounted until completion of the deck installation. Construction of a tower crane would add roughly 4 months to the schedule.

Recommendation and Supporting Justification: Both Smallwood and Bub's adjoin the hotel along the south side of 9th Street. The contractors have provided a plan (attached) with signage. The plan calls for the crane to be placed mid-block allowing access to Smallwood's commercial parking lot which is inside their building. It's entry is on 9th and the exit is on 8th. At Morton, the closure will be recessed allowing Bub's access to their storage/trash area. So both ends of 9th Street will have access for the two commercial properties south of the new hotel. Pedestrian traffic on the south side of 9th would remain open. Smallwood's residential parking is from Morton and is not affected. Staff has heard from Matt Frye at Bubs that he is okay with the work as proposed. The management of Smallwood has been notified in emails by staff but has not gotten a response except that they intend to attend tonight's BPW meeting. The City Engineer is requiring a \$10K performance bond as a surety to cover the repairs to 9th. Staff recommends approval of the closure.

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

CONSTRUCTION ENTRANCE

Jobsite Trailer

NO TRESSPASSING
CONSTRUCTION PERSONNEL ONLY
VISITORS MUST SIGN IN AT OFFICE
HARD HAT PROJECT

EMERGENCY TELEPHONE NUMBERS
ALL LOCAL EMERGENCIES

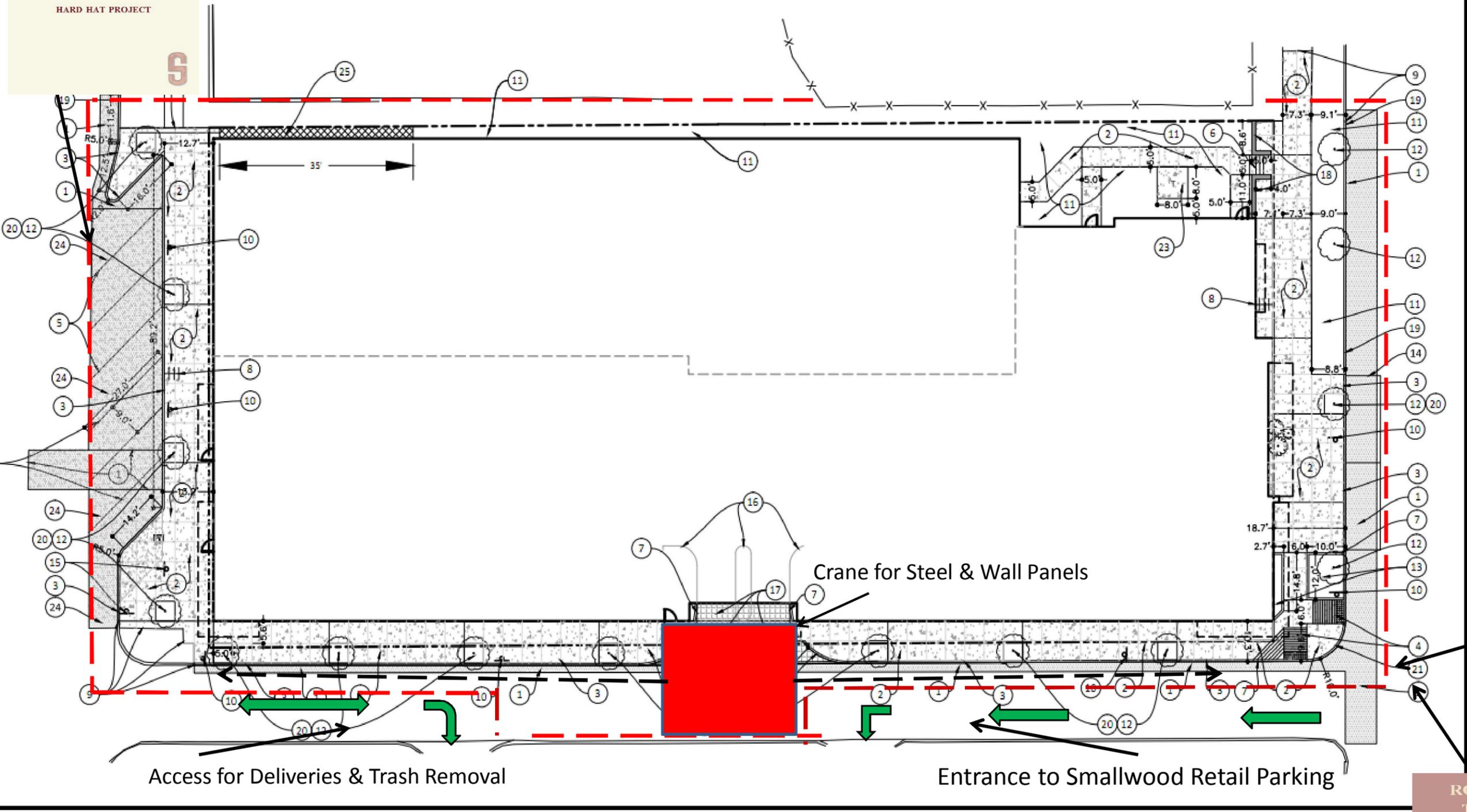
911

SUPERINTENDENT CELLULAR PHONE
Greg Carr (317) 339-0710

SAFETY DIRECTOR
Ray Lake (317) 605-2134

PROJECT MANAGER
Ross Dalton (317) 522-3952

DESIGNATED OCCUPATIONAL HEALTH
3443 West 3rd Street
Bloomington, IN 47404



CONSTRUCTION ENTRANCE

NO TRESSPASSING
CONSTRUCTION PERSONNEL ONLY
VISITORS MUST SIGN IN AT OFFICE
HARD HAT PROJECT

ROAD CLOSED TO THRU TRAFFIC

OPEN TO SMALLWOOD RETAIL PARKING ONLY

SPRINGHILL SUITES
501 N. COLLEGE AVE.
BLOOMINGTON, IN 47404

--- 6' Temporary Fence
Panels with Sand Bags

*No Contractor Parking Onsite





Board of Public Works Staff Report

Project/Event: Action Regarding the Purchase of Right of Way for the West 17th Street Sidewalk Project

Petitioner/Representative: N/A

Staff Representative: Justin Wykoff

Meeting Date: May 21, 2013

The City of Bloomington Engineering Department has been working with the City Council Sidewalk Committee who recently selected to construct (using 2013 funding) a sidewalk along the South Side of 17th Street (College Avenue to Madison Street).

The design of this project was approved by the City Council sidewalk Committee and by the Board of Public Works on December 20, 2011.

There are currently 7 parcels of property that will require permanent and/or temporary right away along West 17th Street to complete this project.

Recommend **Approval by Justin Wykoff**

RESOLUTION 2013-37
BOARD OF PUBLIC WORKS
17TH STREET SIDEWALK PROJECT
RIGHT OF WAY PURCHASE

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to construct sidewalk on 17th Street between College Avenue and Madison Street (the “Project”) in Bloomington, Indiana; and

WHEREAS, the City has determined that there is a need for the Project, and that it will serve a public purpose and be of public benefit, and has appropriated money to finance construction of the Project; and

WHEREAS, it is necessary to acquire land and/or easements for construction of the Project from the property owners listed in Attachment ‘A’, incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Project serves a public purpose and will benefit the citizens of Bloomington and Monroe County, Indiana.
2. The acquisition of the land and easements from the property owners listed on Attachment ‘A’ is hereby authorized. In the event the City is unable to reach agreement with a property owner regarding the purchase of the land or easement within 30 days after the issuance of a formal offer to purchase, as provided in Indiana Code 32-24-1, the City is hereby authorized to commence eminent domain proceedings.

Approved this ____ day of _____, 2013.

CITY OF BLOOMINGTON, INDIANA
BOARD OF PUBLIC WORKS

Charlotte Zietlow

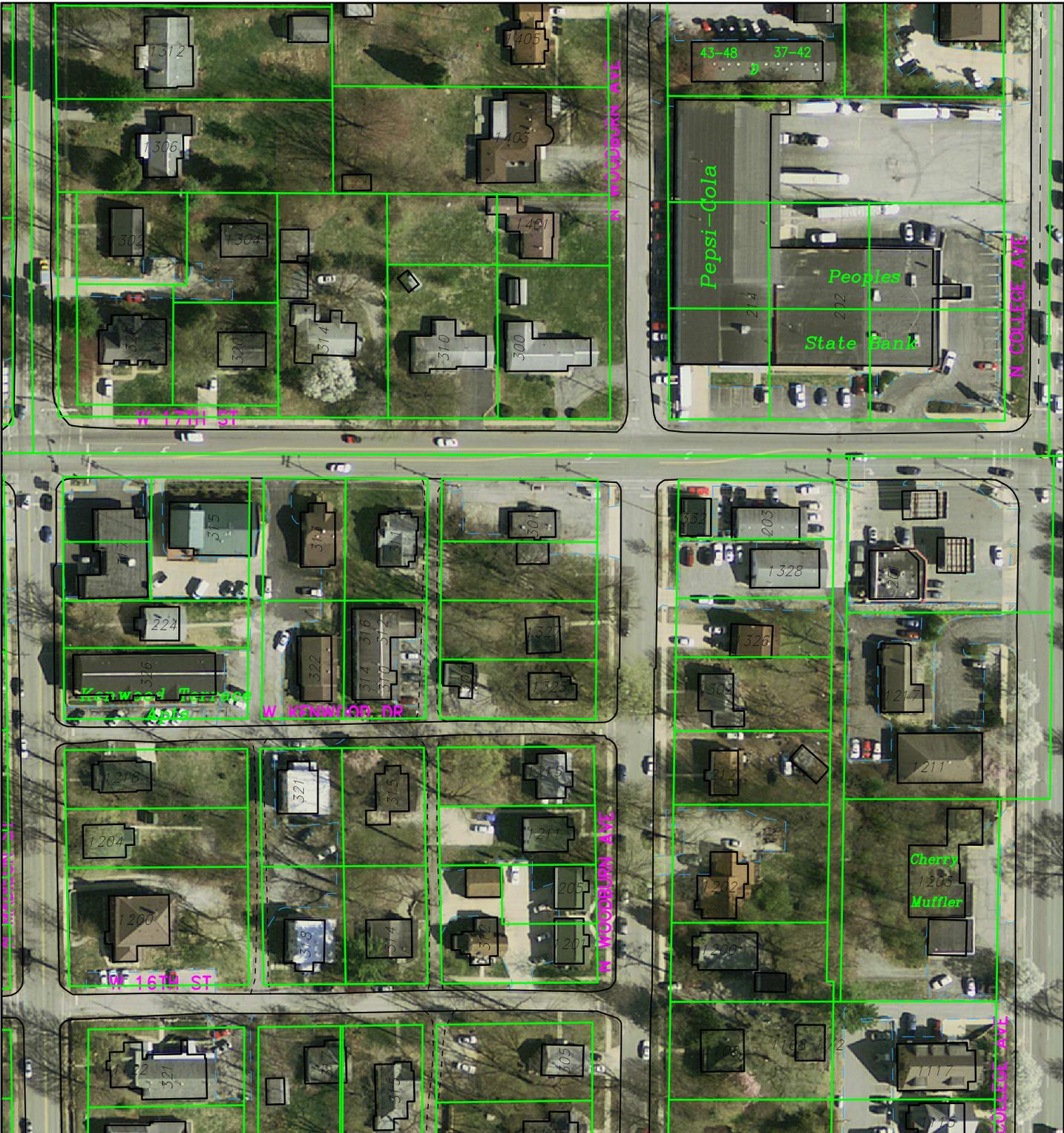
James McNamara

Dr. Frank N. Hrisomalos

Attachment 'A'

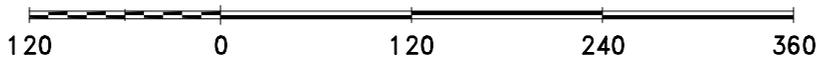
PROPERTY OWNERS ON 17TH STREET (COLLEGE AVENUE TO MADISON STREET)

<u>Parcel #</u>	<u>Owner</u>	<u>Property Address</u>
Parcel 1	Arthur, Stephan R. and Joann C.	317 West 17 th Street
Parcel 2	Bur Lab, Inc.	315 West 17 th Street
Parcel 3	Stoner, Marshall A. and Marlene S.	313 West 17 th Street
Parcel 4	Friedel, David A.	311 West 17 th Street
Parcel 5	Safayan, Ali; Safayan, Elham; Safayan, Amir M.	301 West 17 th Street
Parcel 6	Fleetwood, Robert I. and Billy E.	203 West 17 th Street 1332 North Woodburn Avenue
Parcel 7	Fleetwood, Robert I. and Billy E.	201 West 17 th Street



Resolution 2013-37 Map

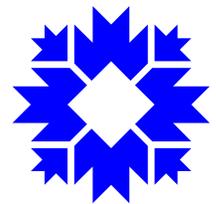
By: wykoffj
13 May 13



For reference only; map information NOT warranted.



City of Bloomington
Engineering



Scale: 1" = 120'



Board of Public Works Staff Report

Project/Event: Closure of Jordan Avenue for IU Summer Band Concert Series

Petitioner/Representative: IU Jacobs School of Music

Staff Representative: Miah

Meeting Date: May 21, 2013

The IU Jacobs School of Music will be holding outdoor concerts on June 26, July 3, & July 10, this summer. They are requesting to be allowed to close Jordan Avenue between 3rd Street and the Jordan Avenue Parking Garage. The street closing cuts down on vehicular noise, and parents do not have to worry so much about their children running out into traffic. The street would be closed between the hours of 6:45 and 8:15 pm. Representatives from adjacent venues (IU Cinema, Lee Norvelle Theatre & Drama Center) have been contacted about the closures. IU Police will be assisting with any traffic issues.

These are family events which are free and open to the public. Staff supports the request.

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

RESOLUTION 2013-38
Indiana University Jacobs School of Music
Outdoor Summer Band Concerts

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

WHEREAS, Indiana University Jacobs School of Music plans to conduct three outdoor concerts in front of the School of Music located on Jordan Avenue which will be free and open to the general public, and

WHEREAS, the Indiana University Jacobs School of Music is requesting permission from the City of Bloomington to close a section of Jordan Avenue adjacent to the Music School during the performances to cut down on vehicular noise; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works declares that Jordan Avenue between 3rd Street on the south and the drive into the Jordan Avenue Parking Garage on the north, shall be temporarily closed to motor vehicles from 6:45 p.m. until 8:15 p.m. on Wednesdays dated June 26, July 3, and July 10, 2013 for the purpose of staging concerts, under the following provisions:

1. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
2. Indiana University Jacobs School of Music agrees to be responsible for placing barricades to close the street, not before 6:45 p.m., and to be removed by 8:15 p.m., Wednesdays, June 26, July 3, and July 10, 2013. Barricades are not provided by Public Works, but must be approved by the City of Bloomington Engineering Department for type and placement.
3. Indiana University Jacobs School of Music agrees to notify the City of Bloomington Police Department, and Bloomington Transit of the street closing at least 48 hours in advance.
4. 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.

RESOLUTION 2013-38

ADOPTED THIS ____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS

INDIANA UNIVERSITY SCHOOL
JACOBS SCHOOL OF MUSIC

Charlotte Zietlow, President

Signature

James McNamara

Printed Name and Title

Dr. Frank N. Hrisomalos

RESOLUTION 2013-38

**RELEASE, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the undersigned, for Indiana University Jacobs School of Music referred to as “Releasor,” is sponsoring a Summer Band Concert Series; and

WHEREAS, in connection with Concerts the Releasor seeks to use the public property of the City of Bloomington, specifically: Jordan Avenue between 3rd Street on the south and the drive to the Jordan Avenue Parking Garage on the north, on June 26, July 3, and July 10, 2013; and

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

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

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

RELEASOR

BOARD OF PUBLIC WORKS

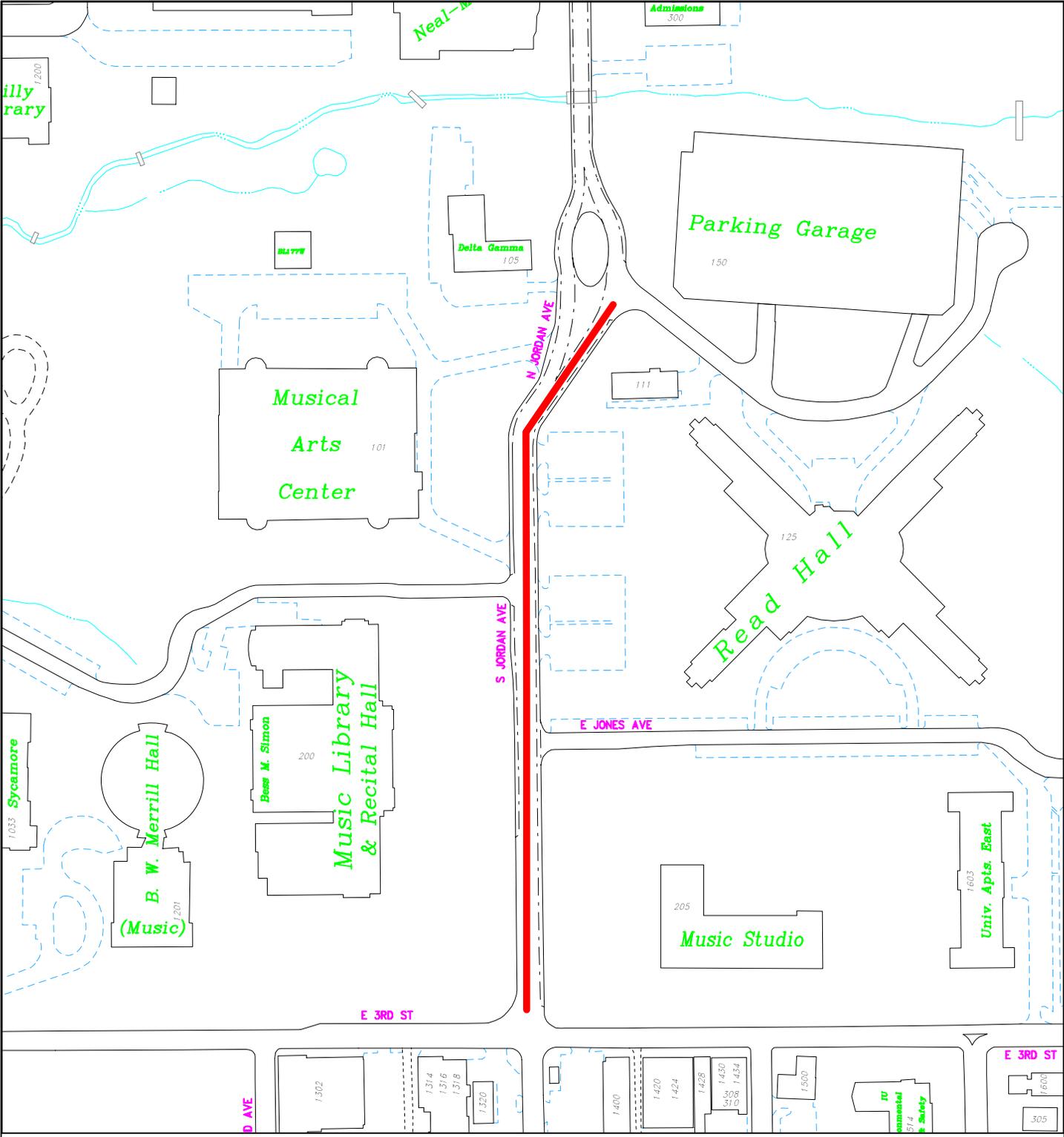
Signature

Charlotte Zietlow, President

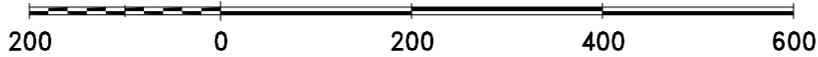
Printed Name and Title

Date

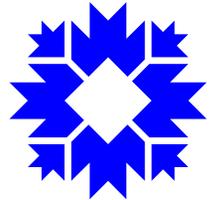
Date



By: smithc
16 May 13



City of Bloomington
Public Works



Scale: 1" = 200'

For reference only; map information NOT warranted.



INDIANA UNIVERSITY

JACOBS SCHOOL OF MUSIC

Bloomington

April 26, 2013

Penny Howard Myers
Department of Public Works
P.O. Box 100
Bloomington, IN 47402

Dear Penny:

I am writing to inquire about the possibility of closing Jordan Avenue on several occasions this summer so that we may once again hold the Summer Band Concert Series. The concerts would be held on June 26, July 3 and July 10, from 7:00 until 8:00 p.m. We would ask that the section of Jordan between the garage and Third Street be closed from 6:45 – 8:15 p.m. for these concerts.

We felt that the street closing has worked very well over the years. It made it easier for people with children to enjoy the concert series without the worry of traffic and the reduction in noise certainly made the concerts much more enjoyable.

Thank you for your help with this proposal and please don't hesitate to call if there are any questions.

Sincerely,

Stephen Pratt, Director of Bands
Jacobs School of Music
Indiana University

cc: Laury Flint, IU Police
Jennifer Naab, Jacobs School of Music



Board of Public Works Staff Report

Project/Event: 4th of July Parade

Petitioner/Representative: Parks and Recreation Department

Staff Representative: Miah

Meeting Date: May 21, 2013

Report: The City's Parks and Recreation Department is again in charge of organizing the 4th of July Parade which will be on Thursday, July 4th. The parade will start at 10:00 a.m., but streets will need to be closed beginning at 8:00 a.m. and will be opened by noon. Parks is requesting permission to close sections of 7th Street, 8th Street, College Ave., Walnut Street, Kirkwood Ave., and Indiana Ave., which will also mean that access to side streets will be blocked during the parade. They will need to park the stage on Kirkwood in front of Fountain Square Mall on Tuesday and it will be removed by Friday, July 5.

Staff recommends approval.

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

Resolution 2013-39
Board of Public Works
Fourth of July Parade

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

WHEREAS, the City of Bloomington, through the Parks and Recreation Department, along with the Downtown Bloomington, Inc., will be sponsoring and organizing the 2013, Fourth of July Parade in downtown Bloomington; and

WHEREAS, in order to safely conduct the parade, City Streets must be closed to vehicular traffic and to organize the participates, a holding area must be available for their use; and

WHEREAS, to add to the festivities, the organizers are requesting that they be allowed to park a stage on Kirkwood in front of Fountain Square Mall to be used as a judging station and the stage needs to be parked on Wednesday, July 3rd and will not be removed until Friday, July 5; and

WHEREAS, the Board of Public Works agrees that this event is important to the citizens of Bloomington and wants to facilitate the needs of the organizers.

NOW THEREFORE BE IT RESOLVED, that the following streets and parking areas may be closed to vehicular traffic on Thursday, July 4 as follows:

1. Streets used for the Parade Route will be closed beginning at 7:00 - 8:00 a.m., and reopened by 12:00 noon. That route will begin on 7th Street at Indiana Avenue going west to Walnut Street, North on Walnut to 8th Street, West to College Avenue, College Avenue going south to Kirkwood, Kirkwood east to Indiana. These closings will also result in the closing of some side streets that intersect with the Parade route.
2. Parking in front of Fountain Square Mall on the south side of Kirkwood may be utilized for the review stage beginning on Wednesday, July 3, and will be removed on Friday, July 5.

Approved this _____ day of _____, 2013

CITY OF BLOOMINGTON, INDIANA
BOARD OF PUBLIC WORKS

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos



PARADE ROUTE!





Board of Public Works Staff Report

Project/Event: Hoosiers Outrun Cancer

Petitioner/Representative: Bloomington Hospital Foundation

Staff Representative: Miah

Meeting Date: May 21, 2013

The 14th Hoosiers Outrun Cancer is scheduled for Saturday, September 28 and is sponsored by the Bloomington Hospital Foundation. Most of this route is on the IU campus in the area of the Stadium, but because a small amount is run on City streets we bring it to the Board of Public Works. In 2012, there were more than 5,100 participants and more than \$180,000 was raised.

BPD has issued a Parade Permit pending Board approval.

Recommendation and Supporting Justification: Staff recommends approval.

Recommend **Approval** **Denial**

RESOLUTION 2013-40
Hoosiers Outrun Cancer
Bloomington Hospital Foundation

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

WHEREAS, Bloomington Hospital Foundation has requested use of city streets to conduct a 5k race, which is a fundraiser for the IU Health Olcott Center for Cancer Education; and

WHEREAS, Bloomington Hospital Foundation has agreed to provide any 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, Bloomington Hospital Foundation, 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 City streets may be utilized to conduct the Hoosiers Outrun Cancer 5K between the hours of 10:00 a.m., and noon, on Saturday, September 28, 2013.
- 2) The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time on sections of city streets as per the map shown on Attachment "B" of this resolution, during the hours of the event.
- 3) Sponsor agrees to be responsible for setting up barricades as instructed by City of Bloomington Engineering or the Bloomington Police Department.
- 4) Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use Indiana University property.
- 5) Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by noon, Saturday, September 28, 2013.
- 6) Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transit, local taxi cab companies and all emergency services by Wednesday, September 25, 2013, of the event and the fact that vehicular traffic may be temporarily delayed at times.
- 7) 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.

RESOLUTION 2013-40

ADOPTED THIS ____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

TERMS OF THE RESOLUTION 2013-40 ARE ACCEPTED AND AGREED TO:

BLOOMINGTON HOSPITAL FOUNDATION

Signature

Printed Name

Position

Date

RESOLUTION 2013-40

RELEASE, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
HOOSIERS OUTRUN CANCER 5K

WHEREAS, the undersigned, Bloomington Hospital Foundation, hereinafter referred to as “Releasors” is sponsoring a run/walk on September 28, 2013, and

WHEREAS, in connection with 5K, the Releasors seek to use the public property of the City of Bloomington, specifically: Sections of 17th Street, Jordan Avenue, 10th Street, Fee Lane and Indiana Avenue; 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.

RELEASOR

BOARD OF PUBLIC WORKS

Signature

Charlotte Zietlow, President

Printed Name

Date

Position

Date

City of Bloomington

PARADE PERMIT APPLICATION

The purpose of this application is to promote and protect the safety of both the general public and parade participants.

Organization name and mailing address: HOOSIERS OUTRUN CANCER

(BENEFITTING THE BLOOMINGTON HOSPITAL FOUNDATION, PO Box 1149, Bloomington 47402)

Contact person and phone number: JOHN BRANIGAN 812-219-6566

Information regarding proposed parade:

Date: 9-28-2013

Time of commencement: 10:00 AM

Expected duration: TWO HOURS

Proposed route of Parade - commencement point, route, ending point:

MEMORIAL STADIUM (SEE ATTACHED MAP)

Expected number of participants: 5,000

Please describe general make-up of the parade, including such information as Vehicles used, floats, bands, animals, etc.

5 KILOMETER RUN/WALK

Traffic control shall be supplied by IUPD

At the following points on the parade route: ALL MAJOR INTERSECTIONS

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

IUPD

Confirmation received from Law Enforcement agency providing parade route traffic control: _____ (date).

MFB
Signature of Person requesting Permit

Permit Granted _____ Permit Denied _____

[Signature]
Chief of Police, Bloomington, Indiana

Date 4/30/13

Action taken by Police Department:

The permit is granted _____, with the following conditions:

- Board of Public works approval

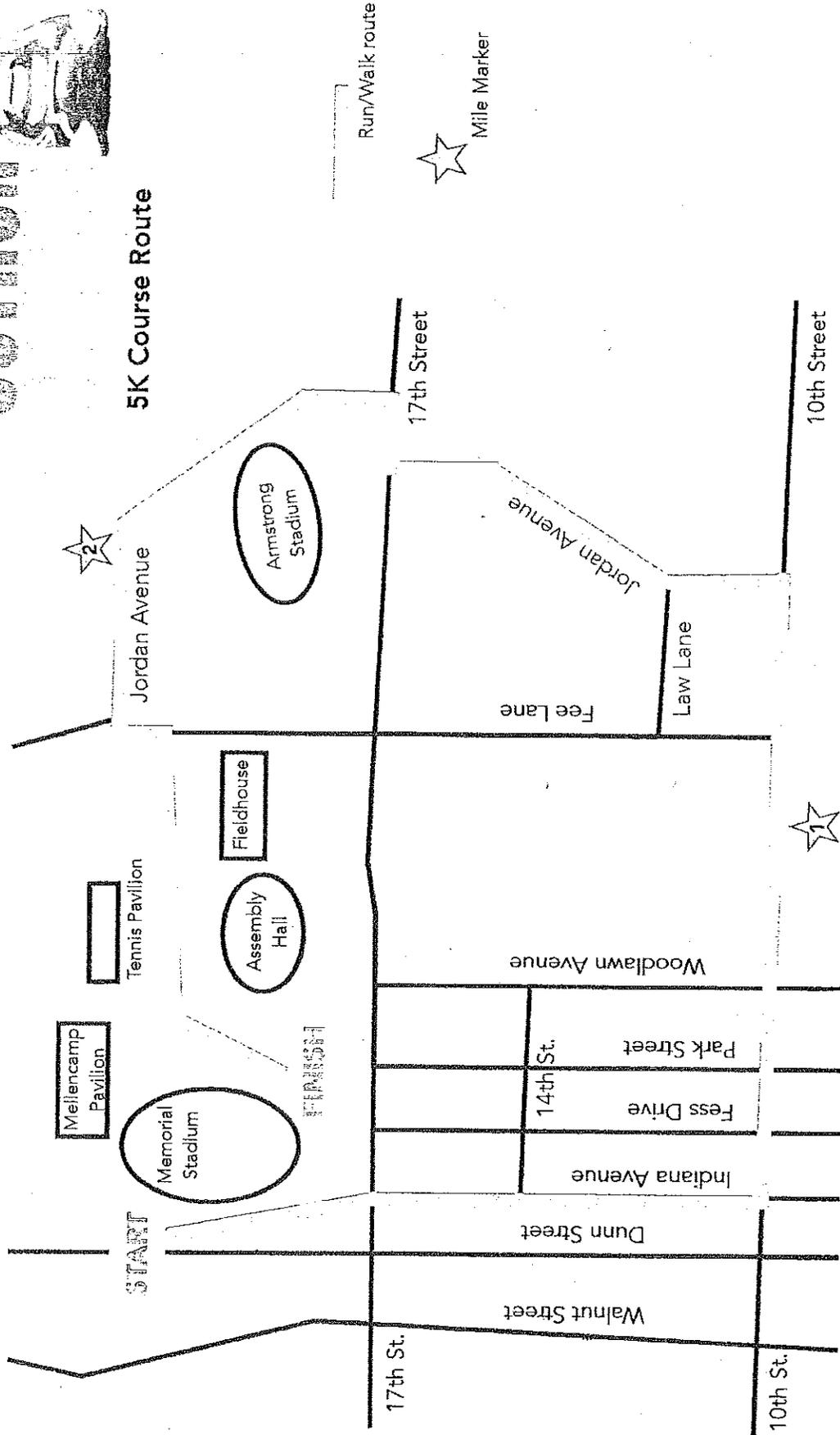
The permit is denied _____
For the following reasons:

Birmingham Hospital Foundation

OUTRUN



5K Course Route





Board of Public Works Staff Report

Project/Event: Salvation Army Donut Day

Petitioner/Representative: Salvation Army

Staff Representative: Miah Michaelsen

Meeting Date: May 21, 2013

Report: For several years, the Salvation Army has handed out free donuts and coffee to the citizens of Bloomington as a thanks for community support of the organization. They are requesting to use two parking spaces on the west side of Morton Street at the intersection with 6th Street, just east of Charlotte's Plaza on the B-Line Trail. The request is for Saturday, June 8, and they will serve donuts and coffee from 8:00 a.m. until 11:00 a.m.

This resolution also provides for a noise permit to allow music to be played.

Recommendation and Supporting Justification: Staff supports the request.

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

RESOLUTION 2013-41
Salvation Army Donut Day

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

WHEREAS, The Salvation Army desirous of using two parking spaces adjacent to Charlotte's Plaza on the B-Line Trail in the 200 block of S. Morton Street to park their Emergency Disaster Vehicle from which they will serve free coffee and donuts to pedestrians as a "Thank you" to the community for their support; and

WHEREAS, as part of this event, The Salvation Army is requesting that music be allowed to be played; and

WHEREAS, The Salvation Army 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 two parking spaces in the 200 block of S. Morton Street adjacent to Charlotte's Plaza on the B-Line Trail be temporarily reserved between 8:00 a.m. to 11:00 a.m. on Saturday, June 8, 2013, for use by the Salvation Army.

The Salvation Army agrees to be responsible for the placement of "No Parking" signs 24 hours in advance of the parking closure and the removal of signs after the event.

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

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 2011-45 ARE
ACCEPTABLE AND AGREED TO.

THE SALVATION ARMY

Signature

Printed Name and Title

Date

**RELEASE, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the undersigned, The Salvation Army, hereinafter referred to as "Releasor," is sponsoring Donut Day as a "Thank You" to the Citizens of Bloomington; and

WHEREAS, in connection with Donut Day the Releasor seeks to use the public property of the City of Bloomington, specifically: that two parking spaces in the 200 block of S. Morton Street adjacent to Charlotte's Plaza on the B-Line Trail be temporarily reserved between 8:00 a.m. to 11:00 a.m. on Saturday, June 8, 2013; and

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

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

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

RELEASOR

BOARD OF PUBLIC WORKS

Signature

Charlotte Zietlow, President

Printed Name

Date

Position

Date



DOING
THE MOST
GOOD™

*William and
Catherine Booth*
Founders

Linda Bond
General

*Commissioner
Paul Seiler*
Territorial
Commander

*Major
John Turner*
Divisional
Commander

*Lieutenant
Sharyn J. Tennyson*
Corps Officer

*Lieutenant
Melissa Heatwole*
Asst. Corps Officer

The Salvation Army

Founded in 1865

May 7, 2013

Miah Michaelson
Department of Public Works
PO Box 100
Bloomington, IN 47402

Dear Public Works Department:

For decades, The Salvation Army of Monroe County has held Donut Day. This is a fun, tasty event designed so that The Salvation Army can publicly thank its many supporters who help us provide services ranging from daycare, summer camps, emergency assistance and the food pantry.

We use an Emergency Services Vehicle from which free donuts and coffee, which are purchased/donated from local vendors, are distributed to community members. Those who pass by are entertained by live brass band music when they arrive for their donuts.

We plan to hold this event on Saturday, June 08 from 8am to 11am on the B-line pavilion at the corner of Morton and 6th St. All community members are invited.

Sincerely,

Sharyn Tennyson

Lieutenant



City of Bloomington
Public Works Department

BOARD OF PUBLIC WORKS STAFF REPORT

Meeting Date: May 21, 2013

Subject: The Art of Indiana Limestone Arts Fair

Staff Member: Miah Michaelson

Report: I Fell LLC would like to hold a sidewalk art fair, the Art of Indiana Limestone Arts Fair, to celebrate the opening of an exhibit in the I Fell Building on Friday, June 7 from noon to midnight. This sidewalk art fair would occur on the sidewalk along the southern side of 4th Street from 510 4th Street to its intersection with Rogers Street. There will be artwork on exhibit as well as other artistic activities. Event organizers have agreed to ensure that the sidewalk remains passable for pedestrians. As part of the event, organizers are requesting a noise permit so that live music can be played until 11:00 p.m. as part of the event and that the parking spaces along the southern side of 4th Street from 510 4th Street to the intersection with Rogers Street be reserved for food trucks as part of the festival.

Recommendation: Approval

RESOLUTION 2013-43
THE ART OF INDIANA LIMESTONE ARTS FAIR

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

WHEREAS, I Fell LLC is desirous of using the sidewalk and parking spaces along the southern side of 4th Street from 510 W. 4th Street to its intersection with Rogers Street to park food carts and food truck vehicles and to exhibit artwork and host other arts activities in conjunction with the Art of Indiana Limestone Arts Fair to be held at the I Fell Building at 415 West 4th Street; and,

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works declares that the southern side of 4th Street from 510 W. 4th Street to its intersection with Rogers Street be temporarily closed to parking from noon to midnight on Friday, June 7, 2013.

I Fell LLC agrees to be responsible for the placement of “No Parking” signs 24 hours in advance of the parking closure and the removal of signs after the event.

By granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore music may be played until 11:00 p.m.

Adopted this _____ day of _____, 2013.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow

James McNamara

Dr. Frank N. Hrisomalos

All terms and conditions contained in this resolution 2013-43 and agreement are acceptable and agreed to for the Bloomington Clay Studio:

Signature

Printed Name and Position

Date



Address **491 West 4th Street**

Address is approximate





Board of Public Works Staff Report

Project/Event: Public Art in ROW – Tapp Road Roundabout
Petitioner/Representative: Parks & Recreation Department; Arts Commission
Staff Representative: Miah
Meeting Date: May 21, 2013

The City's Parks & Recreation Department and the Arts Commission are working together to accept a donation of public art and site it in the public right of way at the Tapp Road Roundabout. This project is part of an initiative by the Parks Department to enhance the appearance of Bloomington's roundabouts. A plan for landscaping in the area is in development.

Engineering has reviewed the plan and determined that the sculpture in its proposed location does not present any safety or sightline challenges.

The Arts Commission has voted to accept the donation pending approval of the site by the Board of Public Works.

Staff recommends approval.

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

RESOLUTION 2013-44
Public Art in the Public Right of Way

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including roundabouts; and

WHEREAS, The City of Bloomington's Department of Parks and Recreation ("Parks") is responsible for landscaping and beautification of certain areas of the City; and

WHEREAS, Parks has received a donation of artwork which it wishes to place in the public right of way on the Tapp Road roundabout in the 1700 block of W. Tapp Road; and

WHEREAS, the City of Bloomington's Arts Commission has agreed to accept such donation and be responsible for its maintenance.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Public Works appreciates that this donation will enhance the area and reinforce the value of art in public spaces.
2. The Board of Public Works is willing to allow Parks to place artwork on the Tapp Road roundabout.

BOARD OF PUBLIC WORKS:

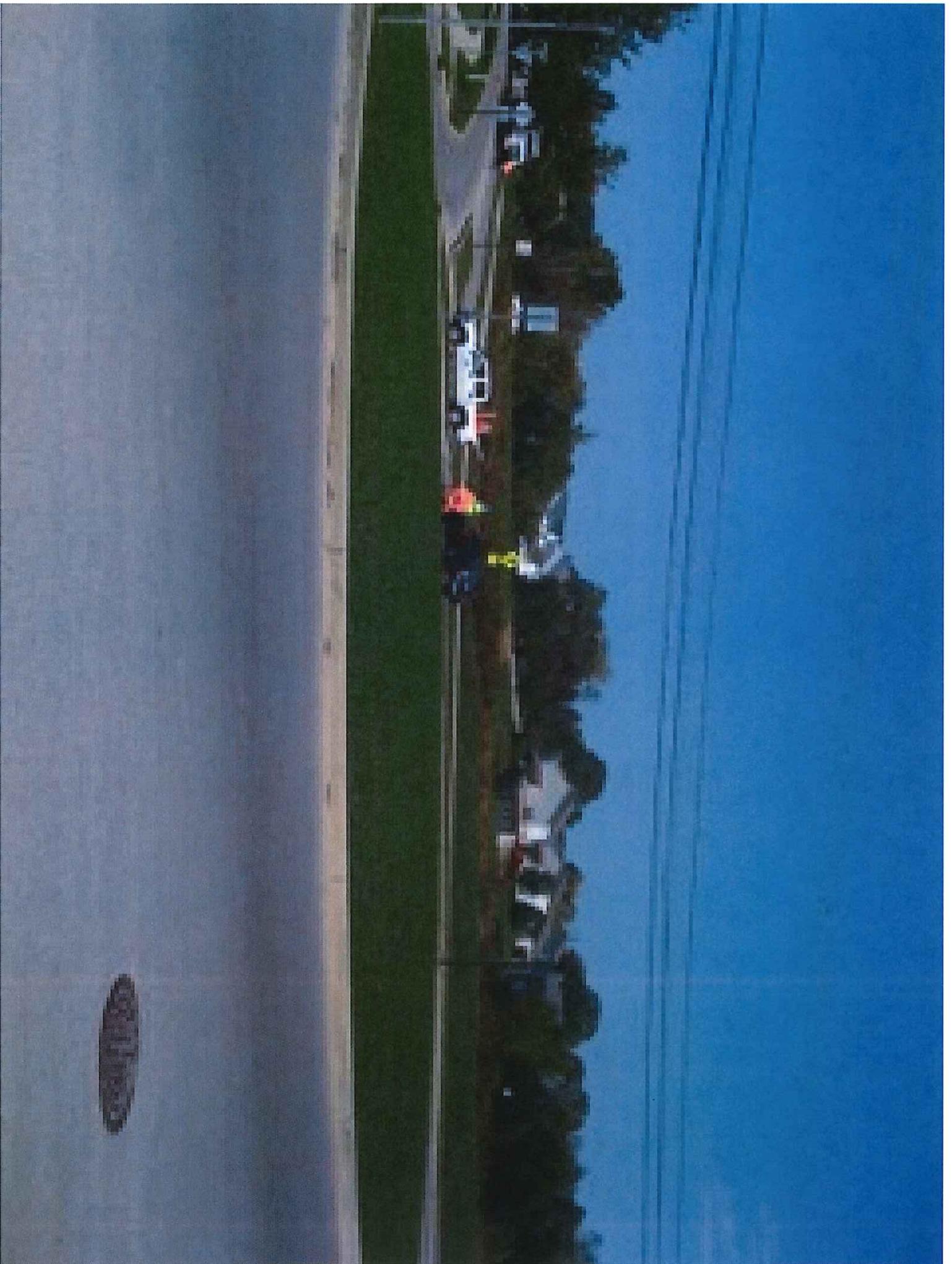
Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

Date: _____







Board of Public Works Staff Report

Project/Event: Noise Permits for 2013 Performing Arts Series

Petitioner/Representative: Bloomington Parks and Recreation

Staff Representative: Miah

Meeting Date: May 21, 2013

Report: Parks and Recreation is requesting noise permits for their 2013 Performing Arts Series to take place in City parks as well as on the Courthouse lawn. Events include concerts, civic productions, movies and festivals. Please see the attached list for the specific events and locations.

Recommendation and Supporting Justification: These are great events that are free and open to the general public.

Recommend Approval Denial



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Performing Arts Series		
Location of Event:	Waldron, Hill & Buskirk Park/Monroe County Courthouse/Bryan Park/Peoples Park		
Date of Event:	Various (see attchd)	Time of Event:	Start: Various
Calendar Day of Week:	Various		End: Various
Description of Event:	Concerts and Movies		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Greg Jacobs		
Organization:	City of Bloomington Parks & Recreation Department	Title:	Community Events Coordinator
Physical Address:	401 N Morton Street Ste. 250, Bloomington, IN 47402		
Email Address:	jacobsg@bloomington.in.gov	Phone Number:	812-349-3725
Signature:		Date:	5/2/2013

FOR CITY OF BLOOMINGTON USE ONLY

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

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

Monroe County Courthouse – 11am – 1pm
5/9/2013

Peoples Park – 11am – 1pm

5/7/2013
5/14/2013
5/21/2013
5/28/2013
6/4/2013
6/11/2013
6/18/2013
6/25/2013
7/2/2013
7/9/2013
7/16/2013
7/23/2013
7/30/2013
8/6/2013
8/13/2013
8/20/2013
8/27/2013

Waldron, Buskirk and Hill Park – 5:30 – 9pm

6/21/2013
7/19/2013
7/12/2013
6/14/2013
7/5/2013
7/26/2013
6/28/2013
8/2/2013

Bryan Park – 5:30 – 8pm

8/4/2013
7/28/2013
7/21/2013
7/14/2013
8/11/2013
8/25/2013
8/18/2013
6/30/2013

Bryan Park – 7 – 11:30pm

8/23/2013
8/30/2013
9/6/2013
9/13/2013
9/20/2013



Board of Public Works Staff Report

Project/Event: Noise Permit for Project School Fundraiser

Petitioner/Representative: Project School

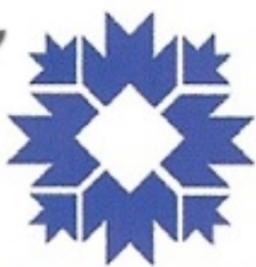
Staff Representative: Miah

Meeting Date: May 21, 2013

The Project School will be holding an all school picnic and fundraiser at Waldron, Hill & Buskirk Park on Saturday, June 1, between 10:00 a.m. and 4:00 p.m. They would like to play amplified music and have requested a noise permit.

Recommendation and Supporting Justification: This is a family event which is open to the public. Staff recommends approval.

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Bloomington Project School Funraise the Rent Carnival			
Location of Event:	3rd street Park			
Date of Event:	June 1, 2013	Time of Event:	Start: 10am	
Calendar Day of Week:	Saturday		End: 4pm	
Description of Event:				
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: The Project School		

Applicant Information

Name:	Cynthia Port			
Organization:	Bloomington Project School	Title:	parent volunteer	
Physical Address:	2513 E Poplar Court			
Email Address:	cynthia.l.port@gmail.com	Phone Number:	812-322-7897	
Signature:		Date:	May 13, 2013	

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President

James McNamara

Date

Dr. Frank N. Hrisomalos



Board of Public Works Staff Report

Project/Event: Parking Gate Equipment Purchase

Petitioner/Representative: Public Works Staff

Staff Representative: Susie Johnson

Date: May 16, 2013

Report: Public Works has had Amano gate equipment in Garage Band and Market since their construction. We would now like to move forward and gate Garage Art and expand the gating system at Garage Band.

This will allow customers to pay for parking in all 3 public garages with credit cards or cash. This will also allow for better management of leased and hourly parking spaces. Enforcement of hourly parking will no longer be necessary because customers must pay to exit.

Evens Time has proposed to install all necessary equipment and tie the new system into all existing equipment for an amount not to exceed \$290,242.55

Recommendation: Staff recommends approving the contract with Evens Time to install gates and equipment in the City garages as outlined in the proposal.

Recommend **Approval** **Denial by:** Susie Johnson

RESOLUTION 2013-45
CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

WHEREAS, in accordance with the provisions of Indiana Code 5-22-10, the City of Bloomington Board of Public Works, as authorized Purchasing Agent for the City of Bloomington, may make a determination that conditions are such that a Special Purchase should be made if any of the conditions listed in that Chapter are present; and,

WHEREAS, I.C. § 5-22-10-4(a) states that a purchasing agent may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare or safety; and,

WHEREAS, I.C. § 5-22-10-5 states that a purchasing agent may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the governmental body; and,

WHEREAS, I.C. § 5-22-10-8 states that a purchasing agent may make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase and only one source meets the using agency's reasonable requirements; and,

WHEREAS, I.C. § 5-22-10-9 states that purchasing agent may make a special purchase when purchase of the required supplies or services under another purchasing method would seriously impair the functioning of the using agency; and,

WHEREAS, the City of Bloomington Board of Public Works has been advised by its Director of the Department of Public Works, by her statement attached hereto, that these conditions exist and support the adoption of a determination that a special purchase be made of parking access and payment control equipment for City parking garages;

BE IT RESOLVED, that the City of Bloomington Board of Public Works hereby finds that a special purchase is appropriate under the circumstances described in the statement from the Director of the Department of Public Works and adopts that statement as its determination. It further authorizes the appropriate City officials to proceed with the acquisition of the equipment referenced above in the most expeditious manner available.

ALL OF WHICH IS RESOLVED this _____ day of May, 2013.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS:**

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

SPECIAL PURCHASE DETERMINATION
City of Bloomington, Indiana

Pursuant to the authority of Indiana Code Section 5-22-10-1 et. seq., Margie Rice, Corporation Counsel for the City of Bloomington, Indiana, does hereby make the determination that a Special Purchase is appropriate for the acquisition of parking access and payment control equipment for the City's use. The equipment that has been selected for purchase is available from Evens Time.

In this situation the following provisions of the Indiana Code authorize use of the special purchase procedure:

I.C. § 5-22-10-4(a): A purchasing agent may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare or safety.

I.C. § 5-22-10-5: A purchasing agent may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the governmental body.

IC § 5-22-10-8: A purchasing agent may make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase and only one source meets the using agencies reasonable requirements.

I.C. § 5-22-10-9: A purchasing agent may make a special purchase when purchase of the required supplies or services under another purchasing method would seriously impair the functioning of the using agency.

The City of Bloomington is making improvements regarding vehicle parking in its garages and in the downtown area. IC § 5-22-10-8 is particularly relevant to the equipment needed for use in City garages because Evens Time is the only dealer authorized to furnish, install and service Amano McGann equipment systems in the State of Indiana, except for the counties of Lake, Porter, LaPorte and St. Joseph. Evens Time uses factory-trained personnel for installation and servicing of Amano McGann parking systems and has been an Amano McGann parking system distributor for almost 50 years.

The garages currently utilize equipment manufactured by Amano McGann, and by this special purchase additional compatible Amano McGann equipment can be added to the existing garage parking systems to enhance parking in the City garages. By adding additional compatible Amano McGann equipment, the City will be able to avoid disruptions in equipment functioning, prevent delays from attempting to integrate new incompatible equipment types into the existing systems, and avoid long or costly delays in achieving functioning systems in the garages.

Pursuant to Indiana Code 5-22-10-1 et. seq., as referenced above, purchase of the Amano McGann parking access and control payment control systems equipment from Evens Time is authorized by the undersigned as a Special Purchase.

Dated this 16 day of May, 2013.



Margie Rice
Corporation Counsel
City of Bloomington, Indiana

PROJECT NAME: Purchase of Equipment and Installation of Parking Access and Control Systems

AGREEMENT FOR PARKING ACCESS AND CONTROL SYSTEMS SERVICES

This Agreement, entered into on this _____ day of _____, 2013, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Evens Time (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **provide parking access and control systems at Garage Band and Garage Art.**

WHEREAS, the Board requires the services of a professional consultant in order to **perform tasks including providing and installing equipment and integrating it with the existing access system**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Task 1: Installation of Parking Access and Control Systems

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

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

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

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

Task 1: Two Hundred Ninety Thousand Two Hundred Forty-Two Dollars and Fifty-Five Cents (\$290,242.55) – Not To Exceed Amount

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

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within thirty (30) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

2. Billing Records:

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

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

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

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus

reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

City of Bloomington
Department of Public Works
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47404

Consultant:

Evens Time, Inc.
130 W. Walnut St.
Indianapolis, IN 46204

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

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

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

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

Article 26. Warranty. Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Consultant honors those warranties (one year) regarding this product(s). Consultant makes no warranties of merchantability and fitness for a particular purpose. In no event will Consultant be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Article 27. Verification of New Employees' Immigration Status. Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached hereto as Exhibit E and incorporated herein by reference, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the MPO Members obtain information that the Consultant or a subconsultant employs or retains an employee who is an unauthorized alien, the MPO Members shall notify the Consultant or subconsultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subconsultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subconsultant did not

knowingly employ an unauthorized alien. If the Consultant or subconsultant fails to remedy the violation within the 30 day period, the MPO Members shall terminate the contract, unless the MPO Members determine that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Consultant. If the MPO Members terminate the contract, the Consultant or subconsultant is liable to the MPO Members for actual damages.

Consultant shall require any subconsultants performing work under this contract to certify to the Consultant that, at the time of certification, the subconsultant does not knowingly employ or contract with an unauthorized alien and the subconsultant has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subconsultants' certifications throughout the term of the contract with the MPO Members.

Article 28. No Investment in Iran: Consultant is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Consultant shall sign an affidavit, attached hereto as Exhibit F and incorporated herein by reference, affirming that Consultant is not engaged in said investment activities.

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

Owner

Consultant

City of Bloomington
Board of Public Works

Evens Time

By: _____
Charlotte Zietlow
President



Sherry Evens
President

By: _____
Mark Kruzan,
Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 5-16-13

EXHIBIT A

SCOPE OF WORK

Scope of Services includes: installation of all equipment contained in Consultant's proposal and provided below and integrating this equipment with existing access systems.

QUOTATION-Bloomington Garages-Revision 3

EVENS TIME

WBE Certified

**1345 Brookville Way, Suite I
Indianapolis, IN 46239
(317) 358-1000
FAX: (317) 308-6608**

Date: April 11, 2013
Salesperson: Jonathan Evens

QUOTED TO: REI Real Estate Services, Inc.

ATTN: Gary Thompson
Phone: 317-237-2291
Fax: 317-630-3669
Email: gthompson@reies.com

Terms: 50% Deposit, 50% Net 30 upon completion of installation. If customer delays installation, Net 30 begins upon equipment arrival notification.

Delivery: 8-15 Weeks
Quotation valid for 60 days.

QTY	STOCK NUMBER	DESCRIPTION	ITEMS + CONFIGURATION, INSTALLATION & TRAINING
		Garage Art	-
		Amano McGann iParc	-
		Software/Computers	-
1	AMS4950IP	Amano McGann Business Alerts	USE EXISTING
1	AMS1156IP	Amano McGann Revenue Software	USE EXISTING
1	AMS4255DIP	Amano McGann Debit Access Control	USE EXISTING
1	AMS6958IP	Amano McGann Credit Card Suite	USE EXISTING
1	AMS7050IP	Amano MCGann iParc Pro Count/Monitor	USE EXISTING

1	IPARC-SQL-PC	SQL Server computer	USE EXISTING
1	IPARC-APP-PC	Application Server Computer	848.00
1	KVMSWITCH	KVM Switch - IO Gear USB KVM (4port)	USE EXISTING
1	FIREWALL	Firewall – VPN – NAT Router - Netgear FVS336	362.00
2	UPS	Uninterruptible Power Supply - Minimum 1000 VA each	360.00
1	30001-4	Control RocketPort Infinity Octa DB25M	600.00
1	AMS4770IP	Roving Cashier Feature	USE EXISTING
4	LOOP	Traffic Loop	2,165.71
2	6006-E	Traffic Loop Sealant	157.14
1	I/O7000	Intelligent Lane Controller	2,422.86
		Entry 1	-
1	AMG-1750/A907	Amano McGann Gate, Dual Detectors	USE EXISTING
1	AL25	Folding gate Arm	USE EXISTING
1	MT-1703	Gate Enhancement Board	532.86
1	LBR	Labor to move gate	420.00
1	RM-100	Pedestal to mount reader	USE EXISTING
1	PRX280M	Proximity Reader	USE EXISTING
1	AMG-2070/A925	Ticket Dispenser	11,125.71
2	LOOP	Traffic Loop	1,082.86
1	6006-E	Traffic Loop Sealant	78.57
1	TCL718GR	OPEN/FULL Sign	994.29
1	P60B	Mount for sign	200.00
1	I/O7000	Intelligent Lane Controller	2,422.86
		Exit 1 (automated)	-
1	AMG-1750/A907	Amano McGann Gate, Dual Detectors	USE EXISTING
1	AL25	Folding gate Arm	USE EXISTING
1	MT-1703	Gate Enhancement Board	532.86
1	LBR	Labor to move gate	420.00
1	RM-100	Pedestal to mount reader	USE EXISTING
1	PRX280M	Proximity Reader	USE EXISTING
2	LOOP	Traffic Loop	1,082.86
1	6006-E	Traffic Loop Sealant	78.57
1	AMG-	ExpressParc Pay in Lane	13,542.86

	4570/A922		
		Credit Card Only	-
		Exit 2 (automated)	-
1	AMG-1750/A907	Amano McGann Gate, Dual Detectors	2,991.43
1	AL25	Folding gate Arm	214.29
1	MT-1703	Gate Enhancement Board	532.86
1	RM-100	Pedestal to mount reader	248.57
1	PRX280M	Proximity Reader	2,065.71
2	LOOP	Traffic Loop	1,082.86
1	6006-E	Traffic Loop Sealant	78.57
1	I/O7000	Intelligent Lane Controller	2,422.86
1	AMG-4570/A922	ExpressParc Pay in Lane	13,542.86
		Credit Card Only	-
		POF	-
1	AMG-7850/A914	POF Machine with cash credit card	44,728.57
		acceptance	-
		Other	-
1	MISC	Misc Supplies/Devices	3,100.00
10	TRIP/OOT	Trip Charge and Overnight Expense	1,800.00
500	PCS0201	Proximity Card	2,250.00
20	DEL	Delineators	4,557.89
1	SUBCON	Sub Contract Electric and PM	12,900.00
1	SUBCON	Est Sub Contract Concrete	12,000.00
	Subtotal	143,946.47	
		Garage Band	-
		Amano McGann iParc	-
		Software/Computers	-
1	AMS4950IP	Amano McGann Business Alerts	USE EXISTING
1	AMS1156IP	Amano McGann Revenue Software	USE EXISTING
1	AMS4255DIP	Amano McGann Debit Access Control	USE EXISTING
1	AMS6958IP	Amano McGann Credit Card Suite	USE EXISTING
1	AMS7050IP	Amano MCGann iParc Pro Count/Monitor	USE EXISTING
1	IPARC-SQL-PC	SQL Server computer	USE EXISTING

1	IPARC-APP-PC	Application Server Computer	USE EXISTING
1	KVMSWITCH	KVM Switch - IO Gear USB KVM (4port)	USE EXISTING
1	FIREWALL	Firewall – VPN – NAT Router - Netgear FVS336	362.00
2	UPS	Uninterruptible Power Supply - Minimum 1000 VA each	USE EXISTING
1	30001-4	Control RocketPort Infinity Octa DB25M	USE EXISTING
1	AMS4770IP	Roving Cashier Feature	5,900.00
		Entry 1	-
1	AMG-1750/A907	Amano McGann Gate, Dual Detectors	USE EXISTING
1	AL25	Folding gate Arm	USE EXISTING
1	MT-1703	Gate Enhancement Board	532.86
1	LBR	Labor to move gate	420.00
1	RM-100	Pedestal to mount reader	USE EXISTING
1	PRX280M	Proximity Reader	USE EXISTING
1	AMG-2070/A925	Ticket Dispenser	11,125.71
2	LOOP	Traffic Loop	1,082.86
1	6006-E	Traffic Loop Sealant	78.57
1	TCL718GR	OPEN/FULL Sign	994.29
1	P60B	Mount for sign	200.00
1	I/O7000	Intelligent Lane Controller	2,422.86
		Exit 1 (automated)	-
1	AMG-1750/A907	Amano McGann Gate, Dual Detectors	USE EXISTING
1	AL25	Folding gate Arm	USE EXISTING
1	MT-1703	Gate Enhancement Board	532.86
1	LBR	Labor to move gate	420.00
1	RM-100	Pedestal to mount reader	USE EXISTING
1	PRX280M	Proximity Reader	USE EXISTING
2	LOOP	Traffic Loop	1,082.86
1	6006-E	Traffic Loop Sealant	78.57
1	AMG-4570/A922	ExpressParc Pay in Lane	13,542.86
		Credit Card Only	-
		Exit 2 (Automated)	-
1	AMG-1750/A907	Amano McGann Gate, Dual Detectors	2,991.43

1	AL25	Folding gate Arm	214.29
1	MT-1703	Gate Enhancement Board	532.86
1	RM-100	Pedestal to mount reader	248.57
1	PRX280M	Proximity Reader	2,065.71
2	LOOP	Traffic Loop	1,082.86
1	6006-E	Traffic Loop Sealant	78.57
1	I/O7000	Intelligent Lane Controller	2,422.86
1	AMG-4570/A922	ExpressParc Pay in Lane	13,542.86
		Credit Card Only	-
		POF	-
1	AMG-7850/A914	POF Machine with cash credit card	44,728.57
		acceptance	-
		Intercom	-
1	GE-300	Commend Intercom Server	2,080.00
2	G3-GED-4B	Base Subscriber Card, 2 Wire	3,116.00
		Digital	-
1	L3-GED-4D	License Upgrade to 4D Subscribe	860.00
1	G3-IP-4B	Base IP Card	1,838.00
1	G3-IP-8D	License Upgrade	1,860.00
2	EE811AS	2 Wire Digital Master Station	2,040.00
8	ET-908A	Ip Intercom Module	7,632.00
8	MIC480	external Microphone	992.00
2	ET-901	Intercom Modules	2,552.00
1	GTEL	Phone Rollout Card	2,600.00
		Other	-
1	MISC	Misc Supplies/Devices	3,100.00
10	TRIP/OOT	Trip Charge and Overnight Expense	1,800.00
500	PCS0201	Proximity Card	2,250.00
20	DEL	Delineators	4,557.89
2	SWTCH	Switch	750.00
2	DIGI	Digi Communications converter	1,583.33
	subtotal	143,962.75	-
		Total Items & Labor Costs	290,242.55
		TAXES	Exempt

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Two Hundred Ninety Thousand Two Hundred Forty-Two Dollars and Fifty-Five Cents (\$290,242.55).

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

Parking Garages will require assistance from the owner to block off designated work areas so work can be completed without parked cars in the area.

Work to be completed within one hundred twenty (120) days following Consultant's receipt of Notice to Proceed.

EXHIBIT D

KEY PERSONNEL

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

Nancy and Ken Evens

Trent Dungan

Ken Cooper

A.J. Stafford

Todd Corn

Jonathan Evens

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the President of Evans Time, Inc.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Cheryl A. Evens
Signature

Cheryl A. Evens
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared CHERYL A. EVENS and acknowledged the execution of the foregoing this 16 day of MAY, 2013.

Karen J. Sherman
Notary Public
KAREN J. SHERMAN
Printed name

My Commission Expires: 3/29/2013
County of Residence: MARION



EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

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

- 1. The undersigned is the President of Evens Time, Inc.
(job title) (company name)
- 2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
- 3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

Cheryl A. Evens
Signature

Cheryl A. Evens
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared CHERYL A. EVENS and acknowledged the execution of the foregoing this 16 day of MAY, 2013.

Karen J. Sherman
Notary Public
KAREN J. SHERMAN
Printed name

My Commission Expires: 3/29/2018
County of Residence: MARION





Board of Public Works Staff Report

Project/Event: Security Camera Equipment Purchase

Petitioner/Representative: Public Works Staff

Staff Representative: Susie Johnson

Date: May 16, 2013

Report: Public Works received quotes from two security providers for security camera systems at several City properties. Those quotes were from Netch and American Security. The quote from Netch was for \$485,456.99 and the quote from American Security was for \$1,471,920.73. We are now ready to move forward with installation in our three parking garages.

The security camera system will provide surveillance in the stairwells, and at other key garage locations. This will add to the overall security of each garage and give us tools to deal with vandalism or other security issues.

Recommendation: Staff recommends approving the contract with Netch to install security cameras and equipment in the City garages as outlined in the proposal for an amount not to exceed \$382,819.42

Recommend **Approval** **Denial** by: Susie Johnson

PROJECT NAME: Purchase of Equipment and Installation of Video Surveillance System

AGREEMENT FOR VIDEO SURVEILLANCE SERVICES

This Agreement, entered into on this _____ day of _____, 2013, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and NETech Corporation (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **provide video surveillance at Garage Band, Garage Art, and Garage Market.**

WHEREAS, the Board requires the services of a professional consultant in order to **perform tasks including providing and installing video surveillance equipment and integrating it with the existing card access system and supporting the network infrastructure to which the surveillance equipment will be connected**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Task 1: Installation of Video Surveillance System

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

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

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

A. Information/Reports

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

B. Representative

The Board hereby designates Rick Routon, Assistant Director of the Information and Technology Services Department ("Routon") to serve as the Board's representative for the project. Routon shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

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

Task 1: Three Hundred Eighty-Two Thousand Eight Hundred Nineteen Dollars and Forty-Two Cents (\$382,819.42) – Not To Exceed Amount

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

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within thirty (30) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

2. Billing Records:

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

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

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

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus

reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

City of Bloomington
Department of Information and
Technology Services
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47404

Consultant:

NETech Corporation
12272 Hancock Street
Carmel, IN 46032

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

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

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

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

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

Consultant and any subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the MPO Members obtain information that the Consultant or a subconsultant employs or retains an employee who is an unauthorized alien, the MPO Members shall notify the Consultant or subconsultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subconsultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subconsultant did not knowingly employ an unauthorized alien. If the Consultant or subconsultant fails to remedy the violation within the 30 day period, the MPO Members shall terminate the contract, unless the MPO Members determine that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Consultant. If the MPO Members terminate the contract, the Consultant or subconsultant is liable to the MPO Members for actual damages.

Consultant shall require any subconsultants performing work under this contract to certify to the Consultant that, at the time of certification, the subconsultant does not knowingly employ or contract with an unauthorized alien and the subconsultant has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subconsultants' certifications throughout the term of the contract with the MPO Members.

Article 27. No Investment in Iran: Consultant is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Consultant shall sign an affidavit, attached hereto as Exhibit F and incorporated herein by reference, affirming that Consultant is not engaged in said investment activities.

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

Owner

Consultant

City of Bloomington
Board of Public Works

NETech Corporation

By: _____

Charlotte Zietlow
President

Don Goldenetz.
Senior Physical Security Account Executive

By: _____

Mark Kruzan,
Mayor

CITY OF BLOOMINGTON Legal Department Reviewed By: <i>Jackie Moore</i> DATE: <i>5-16-13</i>

EXHIBIT A

SCOPE OF WORK

Scope of Services includes: installation in Garage Band, Garage Art, and Garage Market of all equipment contained in Consultant's proposal and provided below; camera focusing; programming; and training.

Scope of Services also includes all tasks identified below to be performed by Consultant's anticipated subconsultant, Alexander Electric, Inc., in Garage Band, Garage Art, and Garage Market.



NETech Corporation
 12272 Hancock Street
 Carmel, IN 46032
 317-581-1900
 317-581-1919

Company: City of Bloomington
Address: 401 N. Morton Street
 Bloomington, IN 47402

Contact: Susie Johnson
Phone: 812.349.3411
Email: johnsons@bloomington.in.us

Location: City of Bloomington
Project: City Wide Surveillance

Quotation Date: 10/22/2012

Quotation #: CB102212AE

Terms: Net 30, Progressive Billing

Salesperson: Don Goldenetz

Phone: 317.409.8417

Email: dgoldenetz@netechcorp.com

Inside Sales Rep: Christy Beard

ISR Email: cbeard@netechcorp.com

WE ARE PLEASED TO SUBMIT THIS PROPOSAL FOR YOUR CONSIDERATION.

LOCATION	QTY	CATALOG #	DESCRIPTION	
Seventh and Walnut	3	SNC-DH280	HD 1080P Network Vandal Resist IR Illuminator Camera	\$102,977.52
Parking Garage	7	SNC-DH160	HD 720P 1.3MP IP66 Heater POE D/N Camera	
42 Cameras	15	SNC-DH260	HD 1080P 3MP IK10 IR POE Camera	
	3	SNC-DH140T	720P HD 1.3 MP Vandal Dual Stream POE Camera	
	2	AV8365DN	8MP H.264 D/N 360 IP66 Camera	
	2	MD-PMA	Pole Mount Adapter for MD-WMT	
	2	SV-WMT	Wall Mount for MD-PMA Pole Mount	
	3	SNC-CH260	1080P HD Bullet Camera w IR Illuminator	
	1	Q1755-E	Outdoor Network Camera	
	4	SNC-CH260	1080P HD Bullet Camera w IR Illuminator	
	2	WS-C2960-24PC-S	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Lite Image	
	2	CAB-AC-RA	Power Cord,110V, Right Angle	
	2	NET-SNT-C24PCS	Netech Maintenance 8X5XNBD Catalyst 2960 24 10/100 PoE + 2 T/SFP	
	4	GLC-SX-MM=	GE SFP, LC connector SX transceiver	
	2	GXT3-1500RT120	Rackmount UPS Backup	
	44	SW-LNR-CH1	Single Channel Software License	
	1	7020	HotPort 7020, Outdoor MIMO-802.11n capable, Dual Radio, Tri Band Spectrum 2.4 GHz/4.9 GHz/5 GHz, 400 mW, Wireless Mesh Node. 5 meter North America AC power cable, six 2.4 GHz 5 dBi antennas, six 5 GHz 5 dBi antennas, 3 RJ45 weatherized ethernet connectors documentation CD and hardware installation guide. Only single radio enabled. Second radio enabling requires purchase of SW-7000-RADIO-1. 11n - MIMO functionality requires purchase of SW-7000-MIMO license	
	1	AP20-050-MIMO-19	20 degree Panel Antenna 3x3 MIMO, 4.9 - 6.1 capable, 19dB gain. 5' MIMO Cable Assembly / LP Kit including: (1) 5' Bundle 240 Low Loss 3 Cable Assembly / NM to NM,	
	1	AWSMIMOL240G-5	(3) Lightning Protector / Bulkhead 0-6 GHz / NF to NM, (1) COAX-SEAL Weatherproofing Tape, 1/2 in. x 12 ft. roll. HotView Pro mesh management software	
	1	3000-9000-ELE-10	(ELECTRONIC LICENSE) - License is per 10 nodes (integrated HotPort & HotPoint or standalone HotPoint) managed.	

THIS PROPOSAL IS VALID FOR **90** DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.



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Location: City of Bloomington
Project: City Wide Surveillance

Quotation Date: 10/22/2012

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Terms: Net 30, Progressive Billing

Salesperson: Don Goldenetz

Phone: 317.409.8417

Email: dgoldenetz@netechcorp.com

Inside Sales Rep: Christy Beard

ISR Email: cbeard@netechcorp.com

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LOCATION	QTY	CATALOG #	DESCRIPTION	
	1	SW-7000-RADIO-1	Firetide 7000 Series Radio License (ELECTRONIC LICENSE) - Allows user to enable and use the second radio in the Firetide 7000 series product for a single node.	
	1	Electrical	Alexander Electric	
	1	LOT	Miscellaneous Electrical Hardware and Cable	
Walnut Street Parking Garage 38 Cameras	1	SNC-DH180	HD Vandal Minidome w IR Dual Stream	\$82,414.75
	15	SNC-DH260	HD 1080P 3MP IK10 IR POE Camera	
	6	SNC-DH160	HD 720P 1.3MP IP66 Heater POE D/N Camera	
	6	SNC-DH140T	720P HD 1.3 MP Vandal Dual Stream POE Camera	
	1	SNC-DH160	HD 720P 1.3MP IP66 Heater POE D/N Camera	
	1	SNC-DH280	HD 1080P Network Vandal Resist IR Illuminator Camera	
	2	AV8365DN	8MP H.264 D/N 360 IP66 Camera	
	2	MD-PMA	Pole Mount Adapter for MD-WMT	
	2	SV-WMT	Wall Mount for MD-PMA Pole Mount	
	2	WS-C2960-24PC-S	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Lite Image	
	2	CAB-AC-RA	Power Cord,110V, Right Angle	
	2	NET-SNT-C24PCS	Netech Maintenance 8X5XNBD Catalyst 2960 24 10/100 PoE + 2 T/SFP	
	4	GLC-SX-MM=	GE SFP, LC connector SX transceiver	
	2	GXT3-1500RT120	Rackmount UPS Backup	
	1	EWR-8-22SD	Wall Rack w/ Solid Front Door 8 RU	
1	PD915R	9 Outlet Power Strip - Rackmount		
38	SW-LNR-CH1	Single Channel Software License		
1	Electrical	Alexander Electric		
1	LOT	Miscellaneous Electrical Hardware and Cable		
Garage Market Parking Garage 32 Cameras	23	SNC-DH260	HD 1080P 3MP IK10 IR POE Camera	\$100,938.59
	12	SNC-DH160	HD 720P 1.3MP IP66 Heater POE D/N Camera	
	2	SNC-DH280	HD 1080P Network Vandal Resist IR Illuminator Camera	
	1	AV8365DN	8MP H.264 D/N 360 IP66 Camera	
	1	MD-PMA	Pole Mount Adapter for MD-WMT	
	1	SV-WMT	Wall Mount for MD-PMA Pole Mount	
2	SNC-DH140T	720P HD 1.3 MP Vandal Dual Stream POE Camera		

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Email: dgoldenetz@netechcorp.com

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LOCATION	QTY	CATALOG #	DESCRIPTION	
	2	SNC-CH260	1080P HD Bullet Camera w IR Illuminator	
	2	WS-C2960-24PC-S	Catalyst 2960 24 10/100 PoE + 2 1/SFP LAN Lite	
	2	CAB-AC-RA	Power Cord,110V, Right Angle	
	2	NET-SNT-C24PCS	Netech Maintenance 8X5XNBD Catalyst 2960 24 10/100 PoE + 2 T/SFP	
	4	GLC-SX-MM=	GE SFP, LC connector SX transceiver	
	2	GXT3-1500RT120	Rackmount UPS Backup	
	1	EWR-8-22SD	Wall Rack w/ Solid Front Door 8 RU	
	1	PD915R	9 Outlet Power Strip - Rackmount	
	44	SW-LNR-CH1	Single Channel Software License HotPort 7020, Outdoor MIMO-802.11n capable, Dual Radio, Tri Band Spectrum 2.4 GHz/4.9 GHz/5 GHz, 400 mW, Wireless Mesh Node. 5 meter North America AC power cable, six 2.4 GHz 5 dBi antennas, six 5 GHz 5 dBi antennas, 3 RJ45 weatherized ethernet connectors documentation CD and hardware installation guide. Only single radio enabled. Second radio enabling requires purchase of SW-7000-RADIO-1. 11n - MIMO functionality requires purchase of SW-7000-MIMO license	
	1	7020	20 degree Panel Antenna 3x3 MIMO, 4.9 - 6.1 capable, 19dB gain.	
	1	AP20-050-MIMO-19	5' MIMO Cable Assembly / LP Kit including: (1) 5' Bundle 240 Low Loss 3 Cable Assembly / NM to NM, (3) Lightning Protector / Bulkhead 0-6 GHz / NF to NM, (1) COAX-SEAL Weatherproofing Tape, 1/2 in. x 12 ft. roll.	
	1	AWSMIMOL240G-5	Alexander Electric	
	1	Electrical	Fiber to Connect both Switches	
	1	LOT		
Storage	3	R520	Dell Server	\$96,488.56
Estimated 30 Days	4	MD1200	Dell storage with 33TB usable	

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ISR Email: cbeard@netechcorp.com

WE ARE PLEASED TO SUBMIT THIS PROPOSAL FOR YOUR CONSIDERATION..

LOCATION	QTY	CATALOG #	DESCRIPTION
			<p>NOTES: Proposal includes installation of all equipment above, camera focusing, programming and training. All work to be done Monday through Friday 7:30am- 4:00pm. Parking garages will require assistance from the owner to block off designated work areas so work can be completed without parked cars in the area. Normal wage rates apply.</p>

\$382,819.42

By: _____
 Don Goldenetz Account Executive

Accepted: _____

Date: _____

TERMS QUOTED ARE SUBJECT TO MODIFICATION UNDER PROVISION OF CREDIT APPLICATION OR CREDIT AGREEMENT.

THIS PROPOSAL IS VALID FOR **90** DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Three Hundred Eighty-Two Thousand, Eight Hundred Nineteen Dollars and Forty-Two Cents (\$382,819.42).

Costs per site provided by Consultant in its 10/22/12 Proposal:

Garage Band	\$102,977.52
Garage Art	\$ 82,414.75
Garage Market	\$100,938.59
Server and Storage	<u>\$ 96,488.56</u>
Total	\$382,819.42

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

All work to be done Monday through Friday 7:30 a.m. – 4:00 p.m.

Parking Garages will require assistance from the owner to block off designated work areas so work can be completed without parked cars in the area.

Work to be completed within one hundred eighty (180) days following Consultant's receipt of Notice to Proceed.

EXHIBIT D

KEY PERSONNEL

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

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

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

- 1. The undersigned is the _____ of _____.
(job title) (company name)
- 2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
- 3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

In accordance with Ordinance 01-14 of the City of Bloomington Municipal Code, passed on the 9th Day of October 2001

SEATING AND MERCHANDISING ENCROACHMENT PERMIT

THIS PERMIT MUST BE DISPLAYED BY MERCHANT IN AN AREA MOST VISIBLE TO THE GENERAL PUBLIC



City of Bloomington,
Department of Public Works
401 North Morton Street, Suite # 130
PO Box 100
Bloomington, IN 47402

Permit # 13-011

THIS PERMIT:

- * Is not transferable to any other person;
- * Is not subject to rebate or refund;
- * Is void if altered;
- * Is valid for a period of up to one (1) year and must be renewed on a yearly basis.
- * Replaces any existing permit, of the same type, for this property;
- * Does not imply any type of exclusive use or ownership of any public area encroached upon, i.e. the area(s) encroached upon are not for the exclusive use of permittee's customers, but may be used by the general public.

Permitted to: Serendipity Martini Bar 201 S College Ave Bloomington, IN 47401 for the purpose of **Outside Seating** that encroaches upon publicly owned property within the municipal bounds of the City of Bloomington, Indiana. Approved this **21st Day of May, 2013** by the City of Bloomington, Board of Public Works.

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

APPLICANT COPY

OFFICE COPY

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Permitted to: Oliver Winery Downtown 105 N College Ave Bloomington, IN 47404 for the purpose of **Outside Seating** that encroaches upon publicly owned property within the municipal bounds of the City of Bloomington, Indiana. Approved this **21st Day of May, 2013** by the City of Bloomington, Board of Public Works.

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Permitted to: Bloomington Bagel Co. 113 N Dunn St Bloomington, IN 47408 for the purpose of **Outside Seating** that encroaches upon publicly owned property within the municipal bounds of the City of Bloomington, Indiana. Approved this **21st Day of May, 2013** by the City of Bloomington, Board of Public Works.

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Permitted to: Bloomington Bagel Co. 238 N Morton St Bloomington, IN 47404 for the purpose of **Outside Seating** that encroaches upon publicly owned property within the municipal bounds of the City of Bloomington, Indiana. Approved this **21st** Day of **May, 2013** by the City of Bloomington, Board of Public Works.

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Permitted to: Taco Rocket 306 N Walnut St Bloomington, IN 47404 for the purpose of **Outside Seating** that encroaches upon publicly owned property within the municipal bounds of the City of Bloomington, Indiana. Approved this **21st Day of May, 2013** by the City of Bloomington, Board of Public Works.

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Permitted to: The Laughing Planet Cafe 322 E Kirkwood Ave Bloomington, IN 47408 for the purpose of **Outside Seating** that encroaches upon publicly owned property within the municipal bounds of the City of Bloomington, Indiana. Approved this **21st** Day of **May, 2013** by the City of Bloomington, Board of Public Works.

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