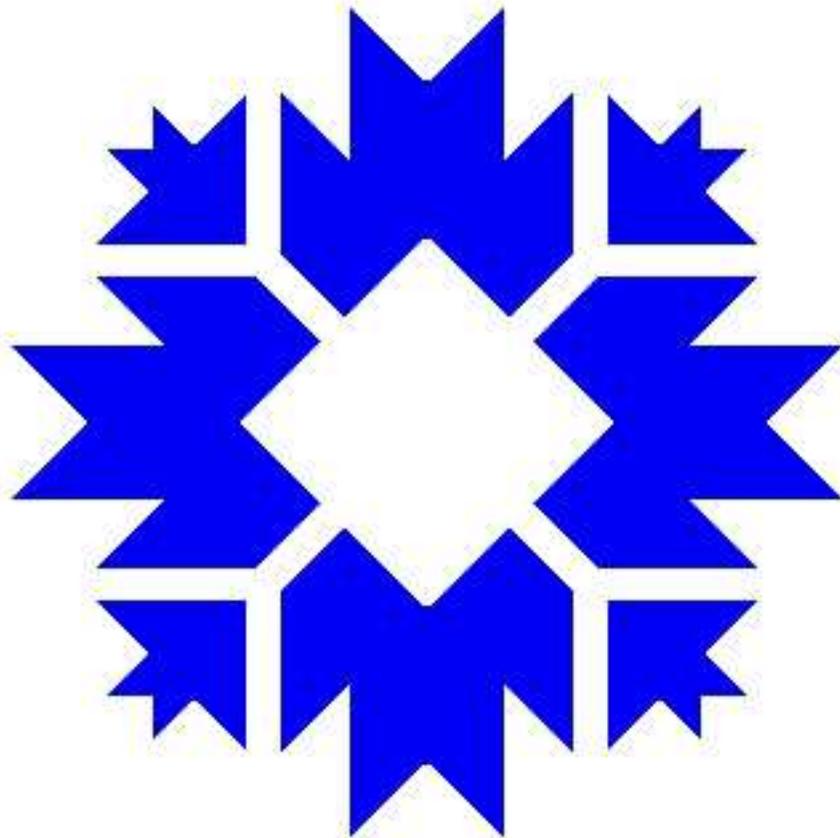


Board of Public Works Meeting

December 17, 2013



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

A Regular Meeting of the Board of Public Work to be Held Tuesday, December 17, 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** – December 3, 2013
- III. **PETITIONS & REMONSTRANCES**
- IV. **TITLE VI ENFORCEMENT**
 1. Appeal of Illegal Dumping Violation at 312 W. 16th Street
- V. **HEARINGS FOR NOISE APPEAL**
- VI. **OLD BUSINESS**
- VII. **NEW BUSINESS**
 1. Resolution 2013-104: Permission to Encroach into Public Right of Way with Blue Bird Houses in the Grassy Median Between E. Sheridan Drive and E. Southdowns Drive
 2. Resolution 2013-105: Allow Itinerant Merchant to Renew Permit to Operate in Public Right of Way (Kabobs on Wheels)
 3. Resolution 2013-106: Allow Itinerant Merchant to Renew Permit to Operate in Public Right of Way (Sweet Claire)
 4. Award Contract for 17th Street Sidewalk Project
 5. Approve Change Order #1 for 2013 Greenways Implementation Project
 6. 2013 Title VI Abatement Summary Report
 7. Approve 2014 Digital Underground Fiber Agreements Between City of Bloomington and Monroe County Public Library, Monroe County and Monroe County Community School Corporation
 8. Approve 2014 CATS Funding Agreement
 9. Approve 2014 PEG Content Provider Agreements for CATS and WTIU
 10. Approve Appointments to Bloomington Digital Underground Advisory Committee
- VIII. **STAFF REPORTS & OTHER BUSINESS**
- IX. **APPROVAL OF CLAIMS**
- X. **ADJOURNMENT**

The Board of Public Works meeting was held on Tuesday, December 3, 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
Adrian Reid - City Engineering
Justin Wykoff – City Engineering
John Hewett - HAND
Miah Michaelsen – ESD
Jackie Moore - City Legal
Chris Smith - Public Works
Laurel Waters – Public Works

McNamara stated kudos to the Mayor and congratulations to Chancellor Whikehart, who has been named Deputy Mayor.

**MESSAGES FROM
BOARD MEMBERS**

McNamara made motion to approve the minutes from November 19th, 2013. Hrisomalos seconded the motion. The motion passed. Minutes approved as submitted.

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

None

**TITLE VI
ENFORCEMENT**

None

**HEARINGS FOR NOISE
APPEALS**

OLD BUSINESS

NEW BUSINESS

John Hewett, Housing and Neighborhood Development, introduced himself. Hewett explained staff is asking for permission to abate the property at 207 S. Meadowbrook Drive. This property has been before the Board with orders to repair and remove, as well as to seal the structure. While at the property staff also noted a deteriorating second structure in the back yard and a wood fence in disrepair. Staff

**Request for Permission to
Accept Bids to Abate
Property at 207 S.
Meadowbrook Drive**

is asking for permission to go onto the property and clear the lot as needed to access the shed and the fence so they can be removed and/or repaired.

Zietlow asked if bids have been received. Hewett stated no, this would be permission to seek bids. Zietlow commented that the yard looked impenetrable.

McNamara made a motion that staff be authorized to accept bids to abate the property at 207 S. Meadowbrook Drive. Hrisomalos seconded the motion. The motion passed. Request for permission to abate approved.

Justin Wykoff, City Engineering, introduced himself. He stated the Engineering Department had received a request for a private parking space at 914 W. 7th Street. Wykoff explained the area around Mr. Bridgewater's home. Mr. Bridgewater owns three house and between two of the houses is an north/south alleyway. There is currently parking on both sides of the alley that is utilized by Mr. Bridgewater.

**Request for Private
Parking Permit at 915
West 7th Street**

Wykoff stated that per the City Ordinance, since there is adequate parking, it does not qualify for a private parking space. Staff recommended denial of a private parking place appeal as there is adequate parking.

David Preston Bridgewater introduced himself. He disagreed with what was presented by Justin Wykoff. He stated that he didn't know when they were there, but it must have been at a peculiar time. Mr. Bridgewater stated there is always something going on at the Banneker Center where parking is required and it becomes hard to find a place for him to park on the street. There is also a church that uses the Banneker Center that utilizes parking in this area, as well as the Girls Club. He states when he leaves and comes back that many times there is not parking close and he has to park a block or two away. He stated he does have a couple of handicaps, but they do not inhibit him much. He would like to have one place reserved so he can park close to his house. Bridgewater asked why all the circles and staggered parking was put in. Reid, and Justin stated it was for traffic calming. Mr. Bridgewater feels this has taken away about 60 percent of the parking, and the activities still go on.

Zietlow asked about the spot that Bridgewater wanted as a parking space. Wykoff stated there are 2 parking spaces in back of the house, off the alley available for Mr. Bridgewater to park. Zietlow asked the reasoning for denying the appeal. Justin stated City Code states "adequate off street parking" shall be defined as

space for one automobile, including adequate access to that space. Justin and staff concluded that Mr. Bridgewater has access to two spaces off the alley that are on his property and under his control for parking. Therefore, by Bloomington Municipal Code this does not qualify for a private space.

Reid stated they drove by the area today and there was no problem with parking. He added, there might be a time when activities are going on at Banneker that cars are parked in this area, but there does not appear to be a problem most times with parking.

McNamara stated he went out and took a look at this area, and the 7th Street parking was not significant at the time, which is actually beside the point. The issue is if there is an available space for off street parking, and it appears there is a space for parking very close to the back door. The other alley to the east did have parking going on, and is much less improved, but there is an elevation issue for parking in that alley.

McNamara made a motion that the request for the private parking space at 915 West 7th Street be denied. Hrisomalos seconded the motion. Zietlow asked that it be added to the motion "on the basis that adequate parking is available." The motion passed. Private Parking request denied. Hrisomalos added that is the Ordinance and they must abide by it.

Miah, Economic and Sustainable Development, introduced herself. She stated the Bloomington Parks & Recreation Department is requesting a noise permit for their 2014 Performing Arts Series. The series takes place in several City parks, as well as the Court House lawn. These events include concerts, movies, festivals, and special events. Staff recommended approval. Miah read the list of venues. The performers were not listed as the Parks Department is still taking applications for performers. Artist information should be available in February of 2014.

**Request for Noise Permit
for the Parks &
Recreation 2014
Performing Art Series**

Zietlow asked if it is primarily vocal. Miah stated yes, though they do movies, and some acoustic music, but most is vocal.

McNamara made a motion to approve the request for Noise Permit for Parks & Recreation 2014 Performing Art Series. Hrisomalos seconded the motion. The motion passed. Noise permit for Concert Series approved. Motion carried.

Reid stated the Street Department would like to modernize the existing signal at 3rd & Washington. This signal is older than 20

**Approval of E. 3rd Street
and S. Washington Street**

years, which is a long time for a traffic signal. This will include new signal poles, and equipment. Also, sidewalk and curb ramps at the intersection will need to be brought into compliance with ADA specifications. This design contract is for \$7,995 and covers design of curb ramps and location of new poles. The schedule is aggressive because staff believe they can get a price break by conducting the improvements over the winter. The proposed contract is with Eagle Ridge Civil Engineering.

**Signal Modernization
Design Services Contract**

McNamara felt this tied in well with the new bus station. Reid stated it did. Reid added he thought there would be more foot traffic and there will be amenities for pedestrians. Zietlow asked if there would be audible signals. Reid stated he did believe they would be audible.

McNamara made a motion to approve the Contract for E. 3rd Street and S. Washington Street Signal Modernization Design Services Contract with Eagle Ridge Civil Engineering Services in the amount of \$7,995. Hrisomalos seconded the motion. The motion carried. Contract approved.

Reid stated this project has been in design since 2009. American Structurepoint conducted the design. Staff is proposing that American Structurepoint also provide construction inspection services which are a requirement for a federally funded project administered by INDOT. The project is construction of a round about. Staff asked for approval of the contract contingent on Mayoral approval. The amount of the contract is not to exceed \$473,518.96.

**Approval of 17th Street
and N. Arlington Road
LPA-Consultant
Construction Inspection
Services Contract**

Hrisomalos asked if during construction there would be a flow of traffic. Reid stated there will not. The proposal is to close the intersection for 120 days. Reid added it would be very difficult to maintain traffic because the whole intersection is being raised about four feet or so.

Zietlow asked about the detour. Reid stated Lindbergh Drive or Crescent Road. To the south, 11th Street could be used to Maple, or underneath the train tracks back to Rogers. Coming in from Arlington it will be signed back to where 46 is towards Ellettsville. Also, 20th Street or Gourley Pike could be used to get over to the Bypass and to Kinser Pike.

Zietlow asked when the project is scheduled to begin. Reid stated the letting on the project is February 5th, 2014, with construction to begin in the spring of 2014. Over the winter utilities will be at work relocating their services in advance of the project.

Chuck Wilt with American Structurepoint was available for questions. Reid stated he has inspected a couple of other City projects in the past.

McNamara asked if it was common for the designer of a project to also do the inspection. Reid stated it has been mixed up in the past. Sometimes it is the same firm, other times it is not. In this case, it was decided to do all three phases from design, right of way, and construction inspection all in one package. Reid further explained that for a federal aid project it makes it a little easier, rather than having to go through a separate selection process of consultants.

Zietlow wondered if that constituted any kind of conflict of interest. Johnson stated it does not.

McNamara made a motion to approve West 17th Street & Arlington LPA-Consultant Contract for Inspection Services Contract. Hrisomalos seconded the motion. The motion passed. Contract approved.

Reid explained this is an intersection improvement project at North Jordan and 17th Street. There are site distance issues if northbound on Jordan and trying to turn left to go west on 17th. There are also a high number of pedestrians coming from the fraternity houses. In 2006 a contract was initiated with Clark Deitz Civil Engineers. The design and right of way acquisition was completed for the project. In the meantime, INDOT came up with some new requirements, pavement design is one, as well as some type of utility coordination. Staff is asking for approval of an addendum for \$29,200 to finish the design work. This project will then go to INDOT for letting with construction to begin in 2015.

**Approval of E. 17th
Street and N. Jordan
Avenue Addendum #2
Design Services Contract**

Zietlow asked if some additional issues have come up that need to be added to the design. Reid stated yes.

Reid explained this project will shave down the hill. There will be a revised vertical profile. Zietlow asked if Jordan would be made to run over to the other. Reid stated no, that 17th Street will retain its alignment and the two Jordans will stay where they are. There is no change in legs of Jordan. Reid stated the level of the road is going to be changed. Zietlow asked if this was for better visibility. Reid stated yes. Reid stated a multi-use path would be added on the north side and some crosswalks with signage so pedestrians can cross safely. Reid stated left turn lanes would also be added.

McNamara made a motion to approve E 17th Street and North Jordan Avenue Addendum #2 Design Services Contract. Hrisomalos seconded the motion. The motion passed. Contract approved.

No reports from Staff

**STAFF REPORTS &
OTHER BUSINESS**

Zietlow stated that a former member of this Board lost her son last week, Beth Hollingsworth, and would like to convey condolences.

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

**APPROVAL OF
CLAIMS**

McNamara made a motion to adjourn. Hrisomalos seconded the motion. Meeting adjourned at 6:13 p.m.

ADJOURNMENT

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Appealing a Notice of Violation

Petitioner/Representative: Abdoul Diakite and Fatoumata Doumbia

Staff Representative: Dee Wills, HAND

Meeting Date: December 17, 2013

Report: Mr. Diakite, and Mr. Doumbia are requesting an appeal to a Notice of Violation for illegal dumping of trash at 312 W. 16th Street.

Mr. Lance Weidner filed an affidavit with the Housing and Neighborhood Development Department stating that he found trash in his dumpster at 312 W. 16th Street from Mr. Diakite and Mr. Doumbia, along with three other residents at 305 W. 16th Street, which he has provided.

Per the Bloomington Municipal Code, BMC 6.06.020, all five tenants received a fine of \$50.00 each.

Recommendation and Supporting Justification: Staff recommends denial of this appeal based upon the findings of illegal dumping of trash per the Bloomington Municipal Code.

Recommend Approval Denial by: Dee Wills



Christina Smith <smithc@bloomington.in.gov>

Appealing a Notice Of Violation

1 message

Diakite, Abdoul Wahab <diakitea@indiana.edu>
To: smithc@bloomington.in.gov

Wed, Nov 27, 2013 at 12:39 PM

Dear Representative (Smith),

I am living in 305 W. 16th Street Bloomington, Indiana 47404. I received a NOV (issued by: 227) on the November 26, 2013 stating that I have illegally dumped trash at 312 W. 16th Street, 47404 of which I have a concern.

We many of us live in this house. And it may happened that one of us (surely not me) may have illegally dumped trash in someone's else place. But the issue of the NOV is that:

- Many of us received a fine of \$50 while did not have anything to do with this dumping. Do everyone has to pay a fine for a violation that one of the member of the house committed simply because letters in their names were in the trash?

- Also we received the NOV on the 11/26/13 and (according to the representative I spoke on the case) the deadline for appealing it is 11/27/13. is that an appropriate period of time for all that received the NOV?

- Finally, this does not necessarily concern me, some of the people (Boubacar Fane, Astan Sira Diakite, and Mamadou Diabate) to whom NOVs were addressed have moved several years ago and do not longer live in this house. That is what made me respectfully suggest that the NOVs must be reconsidered because they (NOVs) unfairly some of us who did not commit the dumping.

I hope these claims make sense to you and I would be glad to go over this issue with if you would like. My phone number is [812-360-5667](tel:812-360-5667).

Thanks in advance!

Regards,
Abdoul Diakite and Fatoumata Doumbia



Notice of Violation

Housing & Neighborhood
 Development Department (HAND)
 P.O. Box 100
 401 N. Morton Street
 Bloomington, IN 47402
 www.bloomington.in.gov/hand/

Date 11-22-13 Time 3:28 Address/location ILLEGAL DUMPING AT

Issued by: 227 312 W. 16th St. 47404

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 32305

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Illegal Dumping of Trash at
312 W. 16th Street, 47404

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

ILLEGAL DUMPER

Owner Name Abdoul N. Dialite
 Address 305 W. 16th Street
 City Bloomington State In
 Zip Code 47404

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

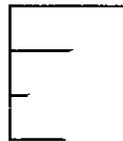
BPW: _____ Mail Copies To: Resident: Owner: _____ Agent: _____

ILLEGAL DUMPER

IU Credit Union

Thursday, October 24, 2013

ABDOUL W DIAKITE
305 WEST 16TH ST
BLOOMINGTON



Dear ABDOUN,

Our records indicate

If a deposit is not received within
your Overdraft Privilege limit, causing
the negative account balance. If you bring
account positive, please disregard this re,

We value your membership. If you need further
concerning this matter you may reach us at 812-8
888-855-MYCU (6928), option 9.

Sincerely,

Risk Management Department



Christina Smith <smithc@bloomington.in.gov>

Appealing a NOV

Fatoumata Doumbia <djine28@yahoo.fr>

Wed, Nov 27, 2013 at 12:53 PM

Reply-To: Fatoumata Doumbia <djine28@yahoo.fr>

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

Dear City of Bloomington Representative (Smith),

I am living in 305 W. 16th Street Bloomington, Indiana 47404. I received a NOV (issued by: 227) on the November 26, 2013 stating that I have illegally dumped trash at 312 W. 16th Street, 47404 of which we have a concern.

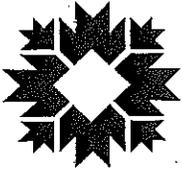
We many of us live in this house. And it may happened that one of us (surely not me) may have illegally dumped trash in someone's else place. But the issue of the NOV is that:

- Many of us received a fine of \$50 while did not have anything to do with this dumping. Do everyone has to pay a fine for a violation that one of the member of the house committed simply because letters in their names were in the trash?
- Also we received the NOV on the 11/26/13 and (according to the representative we spoke on the case) the deadline for appealing it is 11/27/13. Is that an appropriate period of time for all that received the NOV?
- Finally, this does not necessarily concern me, some of the people (Boubacar Fane, Astan Sira Diakite, and Mamadou Diabate) to whom NOVs were addressed have moved several years ago and do not longer live in this house. That is what made us to respectfully suggest that the NOVs must be reconsidered because they (NOVs) unfairly some of us who did not commit the dumping.

We hope these claims make sense to you and I would be glad to go over this issue with if you would like. My phone number is [812-360-5667](tel:812-360-5667).

Thanks in advance!

Regards,
Fatoumata Doumbia and Abdoul Diakite



Notice of Violation

Housing & Neighborhood Development Department (HAND)
P.O. Box 100
401 N. Morton Street
Bloomington, IN 47402
www.bloomington.in.gov/hand/

Date 11-22-13 Time 3:19 Address/location ILLEGAL DUMPING AT 312 W. 16th St. 47404
Issued by: 227

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 323013

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Illegal Dumping of Trash at: 312 W. 16th Street, 47404

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

ILLEGAL DUMPER

Owner Name Fatamata Dombia
 Address 305 W. 16th St
 City Bloomington State In
 Zip Code 47404

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: _____

Mail Copies To: ~~Resident~~ Owner: _____ Agent: _____

ILLEGAL DUMPER

6. I understand that by completing this affidavit the City of Bloomington may issue the person noted in paragraph three (3) above a Warning or a Notice of Violation. I further understand that if said person is issued a Notice of Violation he/she will have the right to file certain appeals. In the event said person files an appeal, whether it be to a Board of the City and/or the Monroe County Circuit Court, I understand and agree that I will make myself available to the City of Bloomington's Legal Department to testify, under oath, to the statements I have made in this Affidavit.

11/22/13
Date

[Signature]
Affiant

812-327-7859
Phone Number of Affiant

Lance w @ Bluemable.net
Email Address of Affiant

STATE OF INDIANA)
)SS:
COUNTY OF MONORE)



Subscribed and sworn to before me, a Notary Public in and for said County and State, this 22nd day of Nov, 2013.

Daniel Bixler
Notary Public's Name

[Signature]
Signature of Notary Public

My Commission Expires:
April 09 2015



280 Madsen Drive
Suite 100
Bloomington, IL 60108

PRESORTED
STANDARD
U.S. POSTAGE
PAID
MONEYGRAM
INTERNATIONAL

As a valued MoneyGram Rewards member, we would like to inform you that the MoneyGram Rewards program has transitioned to a convenience card program. Effective October 9, 2013, the program no longer awards points for transactions. All unused points will expire on December 7, 2013. Please visit www.moneygram.com/rewards for your account information.

Your existing MoneyGram card will continue to function as a convenience card, allowing for faster transactions and email receive notifications. In addition, you will still have the ability to log into your MoneyGram Rewards online account and view your account history. To review the Terms and Conditions of the MoneyGram Rewards program, FAQ's and the MoneyGram Privacy Policy visit www.moneygram.com/rewards.

Please check back frequently for exciting news regarding enhancements to your MoneyGram card.

*****AUTO**3-DIGIT 474
FATOUMATA DOUMBIA
305 W 16TH ST
BLOOMINGTON IN 47404-3419





Board of Public Works Staff Report

Project/Event: Request to install Bluebird boxes in the public right of way.

Staff Representative: Rick Alexander

Petitioner/Representative: Cathy Meyer

Date: December 10, 2013

Report: Cathy Meyer has contacted us to request that she be allowed to place bluebird boxes in the public right of way in the grassy median between Southdowns and Sheridan east of Bryan Park. Cathy is a naturalist with Monroe County, has experience installing and maintaining bird houses.

Recommendation and Supporting Justification: The area that Cathy has chosen is well suited for this project. The bird houses should blend in nicely. Cathy has extensive experience with bird houses and is very capable of building, installing and maintaining these houses. They should attract the type of bird she hopes to attract and we see this as an enhancement that will benefit the community. Both a resolution and a hold harmless agreement have been prepared. Staff recommends approval of the request.

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

RESOLUTION 2013-104
Encroachment Regarding Placement of Bluebird Boxes Along
E. Southdowns and E. Sheridan Drives

WHEREAS, Cathy Meyer, (hereinafter referred to as “Sponsor”), would like to place six (6) bluebird houses in the grassy medians in the public right of way between E. Sheridan Dr. and E. Southdowns Dr.; and

WHEREAS, the City of Bloomington Board of Public Works (hereinafter referred to as “City”) has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including sidewalks; and

WHEREAS, the City appreciates that this project is designed to enhance a public green space and provide an educational opportunity regarding bluebirds; and

NOW, THEREFORE, BE IT RESOLVED, that the City shall allow Sponsor to place six (6) bluebird boxes in the grassy medians between E. Sheridan and E. Southdowns Drives under the following conditions:

1. The Sponsor shall maintain the bluebird boxes along E. Sheridan and E. Southdowns Drives to the satisfaction of the City.
2. The Sponsor shall be responsible for timely performance of all maintenance of the bluebird boxes and shall bear all expense regarding such maintenance.
3. All materials and labor necessary for the maintenance of the bluebird boxes are the sole responsibility of the Sponsor.
4. Sponsor agrees that the only encroachment that may be allowed in the right of way is that described herein. In the event Sponsor wishes to install any further encroachment, the Sponsor must obtain additional approval from the Board of Public works.
5. The City retains the right for the City, all public utilities, or any entity which has obtained a permit to work in the right of way, to enter into this right of way when, in the opinion of the City, such entry is necessitated in order to maintain said right of way.
6. If at any time it is determined that the City right of way should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching improvement interfered with the planned public improvements, then the Owner shall remove said encroachment and hereby agrees to cease use of the right of way and remove the encroachment upon notice by the City.

7. Sponsor agrees 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 the Sponsor's use of the public right of way, a copy of which is attached hereto and made a part hereof.

BOARD OF PUBLIC WORKS:

SPONSOR

Charlotte Zietlow, President

Cathy Meyer

James McNamara

Date: _____

Dr. Frank N. Hrisomalos

Date: _____

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, Cathy Meyer, (hereinafter referred to as "RELEASOR") desires to use the public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the grassy medians along East Sheridan and East Southdowns Drives which are operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of installing six (6) bluebird boxes; and

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

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

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

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

The parties intending to be bound hereby, have executed this RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT.

RELEASOR

RELEASEE

Cathy Meyer

Board of Public Works

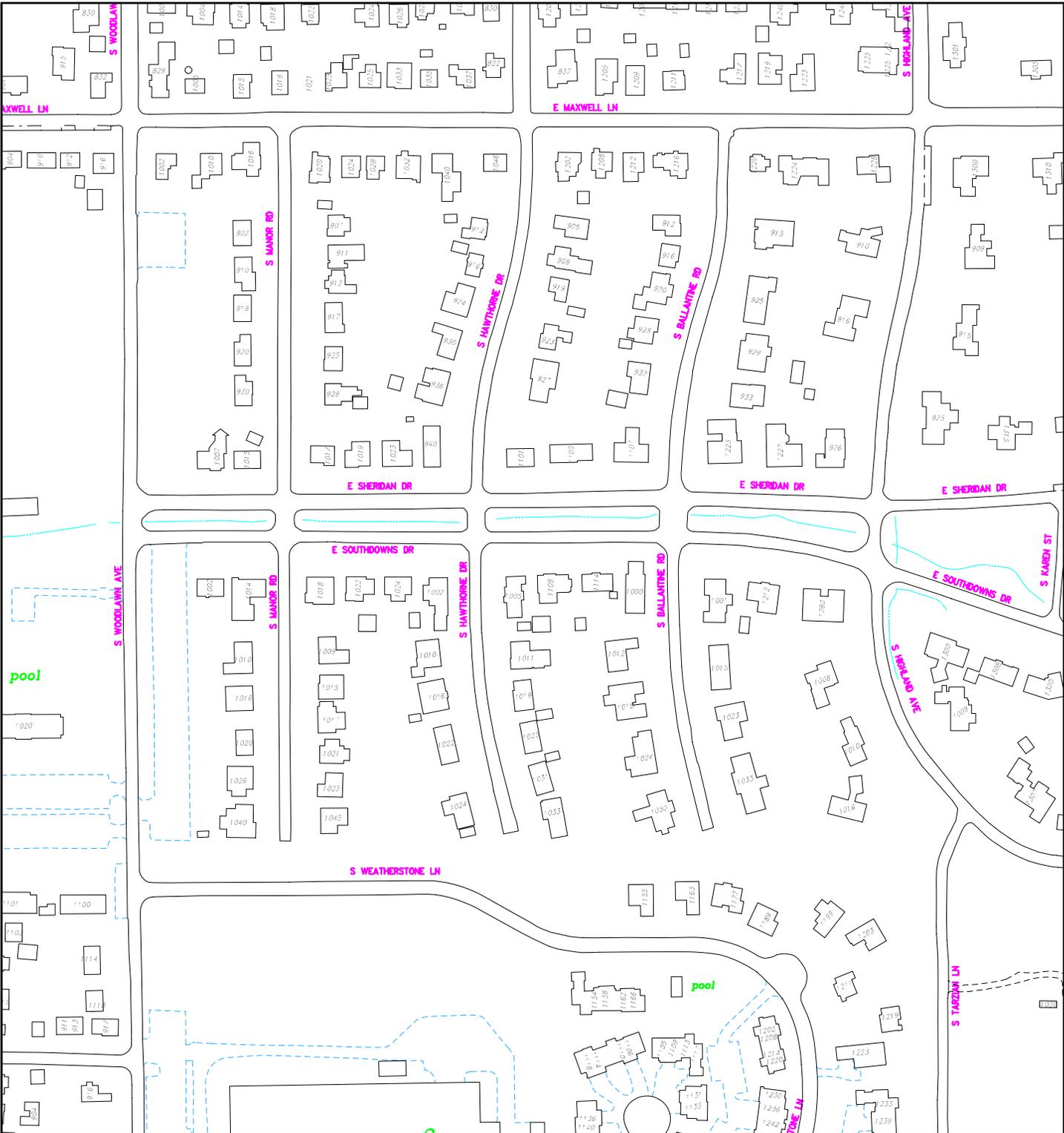
Signature

Officer

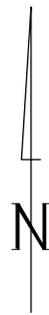
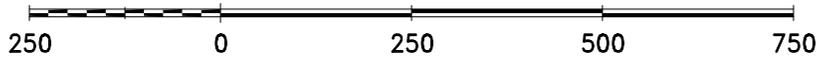
Date

Date

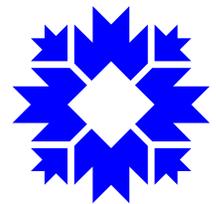




By: alexandr
11 Dec 13



City of Bloomington
Engineering



Scale: 1" = 250'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Mehdi Saberi – Kabobs on Wheels

Staff Representative: Jason

Meeting Date: December 17, 2013

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

The business will operate from a food truck selling kabobs and gyros

This application is for one year.

Staff is supportive of the request.

Recommend **Approval** **Denial by** Jason Carnes

RESOLUTION 2013-105
Itinerant Merchant Food Vendor in Public Right of Way
Mehdi Saberi – Kabobs on Wheels

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

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

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

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

The following conditions attach to this approval:

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

RESOLUTION 2013-105

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

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

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

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

Mehdi Saberi

Date: _____



Itinerant Merchant, Solicitor and Peddler License
 Application Checklist
 City of Bloomington
 Department of Economic and Sustainable Development
 401 N. Morton St.
 Bloomington, Indiana 47404
 812-349-3418

License Length and Fee Information						
Valid License:	<input checked="" type="radio"/>	<input checked="" type="radio"/>				
Length of License:	24 hours	72 hours	1 Calendar Week	30 Days	6 Months	1 Year
License Fee:	\$15	\$40	\$75	\$125	\$175	\$240

Applicant Information			
Name:	MEHDI SABERI		
Title:	Owner	Date of Birth:	7-23-54
Physical Address:	3334 S. Cheekwood lan		
City, State, Zip:	Bloomington, IN, 47401		
E-Mail Address:	SABERI.MEHDI25@gmail.com		
Phone Number:		Mobile Phone:	812-369-3076

Corporate Contact Information					
Name of Employer:					
Physical Address of Employer:					
City, State, Zip:					
Phone Number of Employer:					
Employer is a:	<input checked="" type="radio"/> Firm	<input type="radio"/> Limited Liability Corporation	<input type="radio"/> Corporation	<input type="radio"/> Partnership	<input checked="" type="radio"/> Sole Proprietor

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

Gyro's Sandwich

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

License Plate Number: TK296MIQ Vehicle Identification Number (VIN): 1GCFP22M9C3324746

Please attach two (2) pictures of the vehicle and trailer.

You Must Obtain the Following:

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

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors and administrators of those individuals. The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Name (printed):	MEHDI SABERI
Signature:	<i>Mehdi Saberi</i>
Date Release Signed:	Dec, 7-13



SHELTER INSURANCE COMPANIES

GENERAL LIABILITY
EVIDENCE OF INSURANCE
AS OF 12/02/2013

NAME AND ADDRESS OF NAMED INSURED:
SABERI, MEHDI
3334 S CHEEKWOOD LN
BLOOMINGTON, IN 47401-4133

AGENT:
HAZEN INSURANCE AGENCY LLC
509 E HILLSIDE DR
STE 102
BLOOMINGTON, IN 47401-7740
(812) 334-1413
AGENT NUMBER 13-D743-51

Policy Number: 13-31-8548953-1

Effective Date: 09/28/2013, 12:01 AM Central Time
Expiration Date: 09/28/2014, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 3382 S CHEEKWOOD LN BLOOMINGTON, IN 47401
BUSINESS OF THE NAMED INSURED IS: TRUCK SERVING FOOD FROM
THE NAMED INSURED IS: INDIVIDUAL
THE LIMIT OF THE COMPANYS LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Limits of Insurance

General Aggregate (Other Than Product - Completed Operations)	\$	1,000,000
Products - Completed Operations Aggregate Limit (See Each Classification Below)	\$	1,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Rented To You Limit	\$	100,000
Medical Expense Limit (Any One Person)	\$	10,000
Premium	\$	236.00

Coverage Form and Description of Hazards

Code	Key	Description	Premium Basis	Premium
------	-----	-------------	---------------	---------

3382 S CHEEKWOOD LN BLOOMINGTON, IN 47401 (COUNTY 105)

Premises and Operations

16902	3	RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING	70000	202.00
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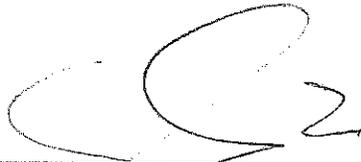
Products and Completed Operations

16902	3	RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING	70000	34.00
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THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

Code	Limit	Description
CG-00-01		Commercial General Liability Coverage Form
CG-24-07	RESTAURANTS - WITH NO SALE OF	Products/completed Operations Hazard Redefined
CG-21-67		Fungi Or Bacteria Exclusion
IL-00-17		Common Policy Conditions
IL 00 21		Nuclear Energy Liability Exclusion
IL-02-72		Indiana Changes - Cancellation And Nonrenewal
CG-21-60		Exclusion - Year 2000 Computer-related & Electronic Problems

TERM 12 MONTHS
ZONE CODE 506

AGENT 
13-D743-51

Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

KABOB ON WHEELS
BLOOMINGTON, IN 47401

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

Issued

JUN 18 2013

By

Thomas W. Magno

MOBILE 2013

Expires 1/31/14

This License Is Not Transferable to Another Individual or Location



Step Van 20



Board of Public Works Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Nelia Hostetter – Sweet Claire

Staff Representative: Jason

Meeting Date: December 17, 2013

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

The business will operate from a food truck selling baked goods

This application is for one year.

Staff is supportive of the request.

Recommend **Approval** **Denial by** Jason Carnes

RESOLUTION 2013-106
Itinerant Merchant Food Vendor in Public Right of Way
Nelia Hostetter – Sweet Claire, LLC

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

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

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

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

The following conditions attach to this approval:

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

RESOLUTION 2013-106

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

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

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

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

Nelia Hostetter

Date: _____



Itinerant Merchant, Solicitor and Peddler License Application Checklist

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

License Length and Fee Information

Valid License:	<input checked="" type="radio"/>	<input checked="" type="radio"/>				
Length of License:	24 hours	72 hours	1 Calendar Week	30 Days	6 Months	1 Year
License Fee:	\$15	\$40	\$75	\$125	\$175	\$240

Applicant Information

Name:	NELIA HOSTETTER				
Title:	OWNER/ MGR	Date of Birth:	8/1		
Physical Address:	309 E. 3RD ST				
City, State, Zip:	BLOOMINGTON, IN 47401				
E-Mail Address:	SWEETCLAIRE BAKERY @ YAHOO.COM				
Phone Number:	(812) 333-6000	Mobile Phone:	(805) 312-2849		

Corporate Contact Information

Name of Employer:	SAME AS ABOVE				
Physical Address of Employer:					
City, State, Zip:					
Phone Number of Employer:					
Employer is a:	<input checked="" type="radio"/> Firm	<input checked="" type="radio"/> Limited Liability Corporation	<input type="radio"/> Corporation	<input type="radio"/> Partnership	<input type="radio"/> Sole Proprietor

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

INFORMATION ATTACHED

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

1993 DODGE^{UM} STEP VAN

License Plate Number:

272 5060

Vehicle Identification Number (VIN):

4S VX A 0 2 B 0 P W 0 0 3 5 8 0

Please attach two (2) pictures of the vehicle and trailer.

ATTACHED

You Must Obtain the Following:

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

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

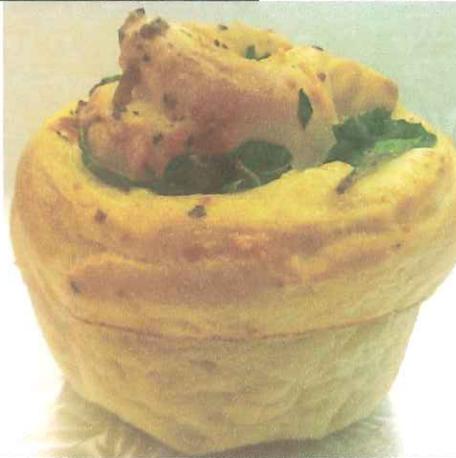
1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors and administrators of those individuals. The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Name (printed):	NELIA J. HOSSTETTER
Signature:	<i>Nelia J. Hosstetter</i>
Date Release Signed:	11/25/13



Sweet Claire's food truck serves downtown Bloomington.

You can follow us on twitter at [@sclairebakery](https://twitter.com/sclairebakery) to see our truck's weekly schedule and special offering at the bakery.



Kolache – slightly sweet bread filled with our specially selected fillings – yes, we do have vegetarian option like our soy chorizo, spinach & goat or mozzarella cheese.

Focaccia roll – we tweak this delicious Italian bread, by topping it with carefully selected ingredients and then slicing it for individual

servings. (shown is our Florentine roll -- spinach/feta/mozzarella/parmesan/pine nuts)

Sweet roll – our own version of this yeasty sweet bread. We fill them not only with the traditional cinnamon/sugar but with other delicious filling combination.

And don't forget our buttermilk biscuits/sausage gravy



Sweet Claire Menu

www.sweetclaire.com

812-333-6000 @sclairebakery on twitter

Our Savory

Kolache

Slightly sweet bread filled with specially selected fillings\$4.00
#1, #2 Soy chorizo with spinach, goat or mozzarella cheese

Our Focaccia Roll

Italian flatbread topped with selected ingredients,
rolled and sliced\$4.25
Florentine roll (spinach, pine nuts, asiago, mozzarella, feta, parmesan)

Our Biscuits/Sausage Gravy

Sausage gravy with two buttermilk biscuits.....\$6.50

Our Sweet Yeast Bread

Sweet Rolls (with side of cream cheese frosting)

Cinnamon/sugar (no nuts)\$3.25
Almond (with almond cream filling) or walnut (cinnamon/sugar).....\$3.50
Pecan sticky buns.....\$3.75

Our Cookies

\$1.50

Chocolate chip

Mayan chocolate cookie (with cayenne pepper)

Nutella/Hazelnut crackle

Red Velvet

Lemon/Lavender Sugar

Our Drinks

Organic iced tea (black, mango or apricot black, berry herbal).....\$2.00-\$2.50

Thai tea (strong black tea, choice of soy, half & half or
whole milk, on ice).....\$2.75

Coffee, Columbian, 12 oz..... \$2.00

Sweet Claire Gourmet Bakery specializes in traditional breads and pastries from around the world, and uses only the finest ingredients to handcraft its globally inspired delicacies. Examples of the ones served through the food truck are: Stuffed savory kolaches (Czechoslovakia), focaccia rolls (Italy) and popular Midwest staples like cinnamon rolls and sausage gravy with biscuits. The truck also sells organic coffee and iced tea.





Equipment used:

1. Food warmer
2. Refrigerator
3. Generator the equipment above

All food items sold from the truck are prepared, cooked and baked at our bakery location at 309 E Third.



EXAM FORM NO. 4514
CERTIFICATE NO. 6973173

ServSafe® Certification

TO **NELIA HOSTETTER**

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

3/16/2010

DATE OF EXAMINATION

3/16/2015

DATE OF EXPIRATION
Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

David Gilbert
Chief Operating Officer, National Restaurant Association
Executive Director, National Restaurant Association Solutions



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This document cannot be reproduced or altered.
08121102

v.1004

10P1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	SELECT INSURANCE SERVICES INC. 210 E. MAIN STREET WORTHINGTON IN 47471	CONTACT NAME: Linda Neal	PHONE (A/C, No, Ext): 812-875-2369	FAX (A/C, No): 812-875-2875	
		E-MAIL ADDRESS: lneal@mittenselect.com			
INSURED	SWEET CLAIRE NELIA HOSTETTER 309 E. 3RD ST BLOOMINGTON IN 47401-3526	INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: PEKIN INSURANCE CO			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	BU49703-0	05-01-13	05-01-14	EACH OCCURRENCE \$ 2,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ included GENERAL AGGREGATE \$ 4,000,000. PRODUCTS - COMP OF AGG \$ 2,000,000.
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY: PRO-JECT LOC					
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	00P679437	12-01-12	12-01-13	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 300,000. BODILY INJURY (Per accident) \$ 300,000. PROPERTY DAMAGE (Per accident) \$ 100,000.
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC85722	07-16-13	07-16-14	<input checked="" type="checkbox"/> WC STAT. COV. LIMITS E L EACH ACCIDENT \$ 100,000. E L DISEASE - EA EMPLOYEE \$ 100,000. E L DISEASE - POLICY LIMIT \$ 500,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

BAKERY GOODS

CERTIFICATE HOLDER

CANCELLATION

CITY OF BLOOMINGTON

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Linda Neal, CSR

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Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

SWEET CLAIRE LLC

13
14, IN 15

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

Issued _____

JAN 15 2013

By Monroe Co. Health Dept

MONROE COUNTY HEALTH DEPARTMENT

2013

Expires 1/31/14

This License Is Not Transferable to Another Individual or Location



Board of Public Works Staff Report

Project/Event: Award of Construction Contract for 17th Street Sidewalk Project
Petitioner/Representative: N/A
Staff Representative: Justin Wykoff
Agenda Date: December 17, 2013

Report:

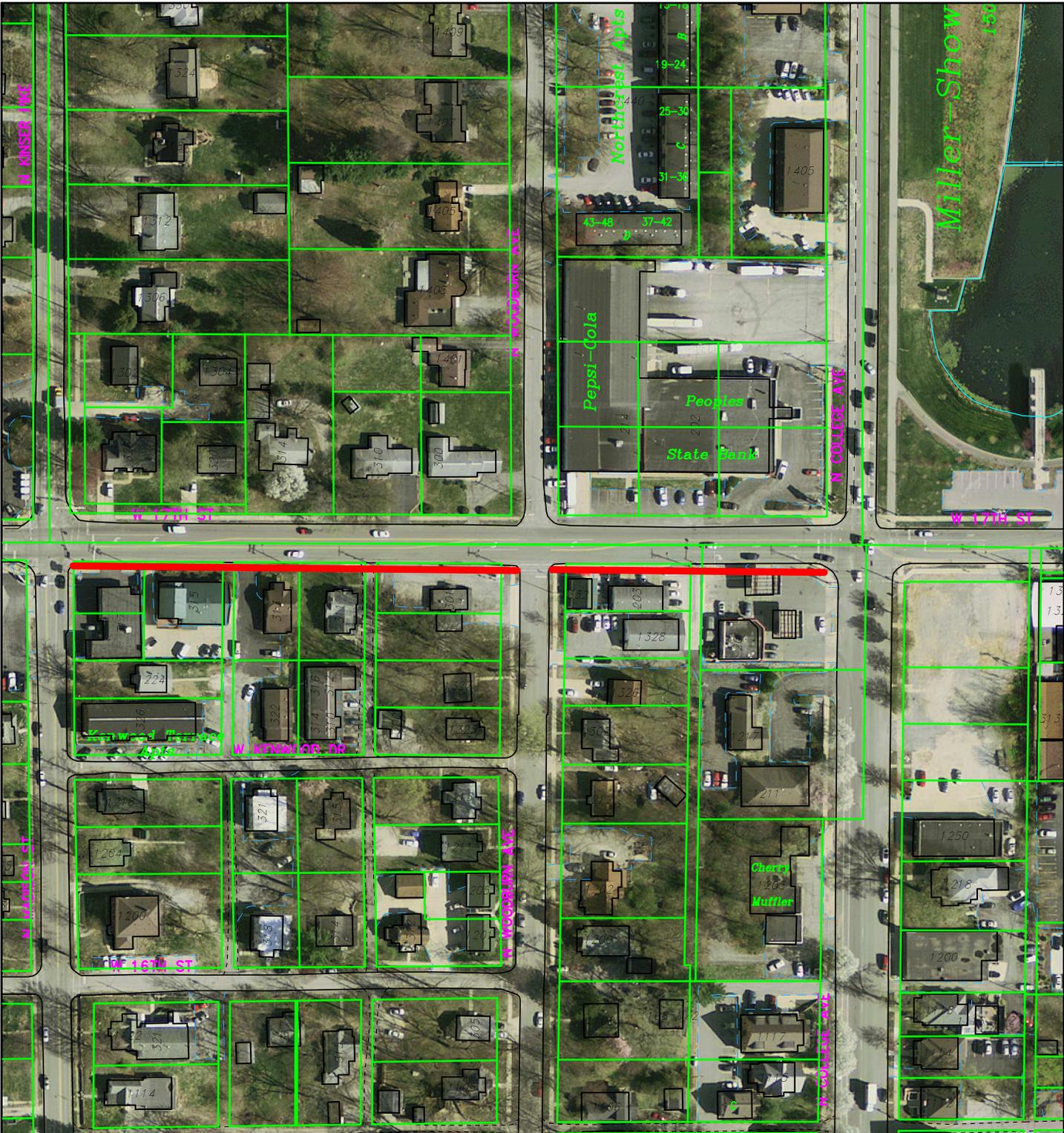
The Board authorized engineering staff to advertise for bids for the construction of sidewalks along West 17th Street (south side) between Madison Street and College Avenue. These bids were opened and read aloud publicly at a meeting held on December 12, 2013. The results were as follows;

Dave O'Mara Contractors	- \$134,400.00
Groomer Construction	- \$132,394.88
Reliable Concrete and Construction	- \$108,962.00

Recommendation and Supporting Justification: Staff recommends award for construction go to Reliable Concrete and Construction in the amount of \$108,962.00. This funding is provided through the City Council Sidewalk Committee recommendations for 2013.

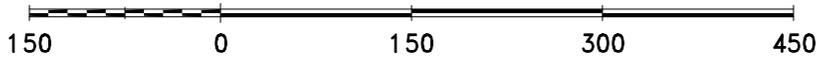
Recommend **Approval** **Denial** by

A handwritten signature in black ink that reads "Justin D. Wykoff".

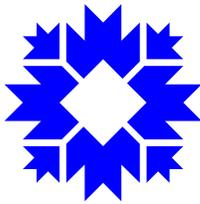


17th Street Sidewalk Project

By: wykoffj
15 Nov 13



City of Bloomington
Engineering



Scale: 1" = 150'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Approval of Change Order # 1 for 2013 Greenways Implementation Project

Petitioner/Representative: Dave O'Mara Contractor's, Inc.

Staff Representative: Roy Aten

Date: 12/17/2013

Report:

The 2013 Greenways Project consisted of a series of bike routes being designated and constructed throughout the City. The concrete portion of this project was awarded to Dave O'Mara Contractor's and the following change order is the one and only change order for this portion of that work. The change to the contract consist of the following four items;

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Asphalt overage at Kirkwood/Adams	1	\$2,892.00 /	2,892.00
2	E 3rd St casting not adjusted to grade.	1	-\$850.00 /	(850.00)
3	Increase curb radius at 3rd and Mitchell	1	\$9,656.00 /	9,656.00
4	Hillside/Weatherstone, sod and extra SW	1	-\$9,909.00 /	(9,909.00)

For a total ADD to the contract price \$1,789.00. Additionally, approval of this change will result in the addition of 5 days to the contract time.

Recommendation and Supporting Justification: Staff recommends approval of Change Order #1 for an add of \$1,789.00 and an additional 5 days being added to the contract price.

Recommend Approval Denial by Roy Aten

CHANGE ORDER



Project Name:
2013 Greenways Implementation Project

Contractor:
Dave O'Mara Contractor's, Inc.
2520 W Industrial Park Drive, PO Box 1117
Bloomington, Indiana 47404

Change Order Number: 1

Date of Change Order: Monday, 12/02/2013

Engineer's Project #: PW 2013-16a

NTP Date: Monday, September 23, 2013

Allowable Calendar Days: 75 (includes holiday's)

Original Completion Date: Saturday, December 07, 2013

Requested By:

Owner	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

The Contract is changed as follows:

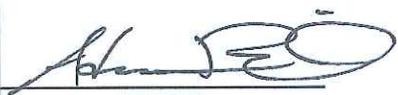
(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Asphalt overage at Kirkwood/Adams	1	\$2,892.00 /	2,892.00
2	E 3rd St casting not adjusted to grade.	1	-\$850.00 /	(850.00)
3	Increase curb radius at 3rd and Mitchell	1	\$9,656.00 /	9,656.00
4	Hillside/Weatherstone, sod and extra SW	1	-\$9,909.00 /	(9,909.00)
5		0	\$0.00 /	0.00
6		0	\$0.00 /	0.00
7		0	\$0.00 /	0.00
8		0	\$0.00 /	0.00
9		0	\$0.00 /	0.00

The original Contract Sum:	\$183,300.00
The net change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$183,300.00
The Contract Sum will be changed by this Change Order in the amount of:	\$1,789.00
 The new Contract Sum including this Change Order will be:	 \$185,089.00
The Contract Time will be changed by:	5 Calendar Day(s)
 The date of Substantial Completion as of the date of this Change Order therefore is:	 Thursday, December 12, 2013

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

<u>City Engineering</u> ENGINEER	<u>Dave O'Mara Contractor's, Inc.</u> CONTRACTOR	<u>Public Works</u> OWNER
401 North Morton Street ADDRESS	:0 W Industrial Park Drive, PO Box 1 Bloomington, Indiana 47404 ADDRESS	401 North Morton Street ADDRESS
Adrian Ried TYPED / PRINTED NAME	TYPED / PRINTED NAME	Susie Johnson TYPED / PRINTED NAME
 SIGNATURE	SIGNATURE	SIGNATURE



Board of Public Works Staff Report

Project/Event: 2013 Title VI Abatement Summary Report

Petitioner/Representative: NA

Staff Representative: Jo Stong, HAND

Meeting Date: December 17,

The Housing & Neighborhood Development Department enforces Title VI of the Bloomington Municipal Code, which governs trash and weeds within the city limits. If a property owner does not comply with city code, his or her property may be abated by the City. This is the first year that the HAND department has had a contract with a single provider (Easy Go Lawn Care; Mike Sullivan, owner) to do all weed and trash abatements for the year, with dates from March 14, 2013 to February 28, 2014.

As of this date (November 5, 2013) HAND has abated two properties, and two more were part of an unsafe structure abatement where the properties were mowed and trash were removed.

PROPERTY	DATE ABATED	COST
2320 W. Vernal Pike	July 18, 2013	\$240
1325 E. Short Street	August 12, 2013	\$150
3301 W. Tapp Road	October 21, 2013	\$100
1633 S. Pinestone Court	November 8, 2013	\$137

In 2012, HAND did not abate any properties. In 2011, 19 properties were taken to the BPW for approval of abatement. Five properties were abated:

PROPERTY	DATE ABATED	COST
817 W. Ralston Drive	July 29, 2011	\$1,010
3242 N. Stoneycrest Road	August 5, 2011	\$110
516 W. 15th	September 27, 2011	\$85
2335 W. Vernal Pike	September 27, 2011	\$185
2611 E. Roundhill Lane	August 17, 2011	\$350

The total costs for abatements in 2011 were \$1740 (average \$348 /property).

The total costs for abatement in 2013 were \$627 (average \$156.75/property).

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: BDUAC APPOINTMENTS
DATE: 12/13/2013
CC: MARGIE RICE

Board Members,

I have a few items before you for your consideration.

2014 BDU Use Agreements (MCCSC, MCPL & Monroe County Government)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, Monroe County Government and MCPL. These agreements are in keeping with previous agreements with only minor exceptions. Monroe County Community School Corporation (MCCSC) is provided with 18 strands, Monroe County Government with 6 strands and Monroe County Public Library (MCPL) with 4 strands to use. BDU partners are responsible for terminating and lighting the fiber strands themselves.

2014 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2014 has been budgeted at \$407,905, a 3% increase from 2013. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond.

2014 PEG Content Provider agreements (CATS & WTIU)

The purpose of these agreements is to codify mutually agreeable conditions for the programming of the City of Bloomington's six PEG (Public, Education and Government) channel assets. Current providers include CATS Community Access Television Services with five channels and WTIU with one channel. These agreements outline the content provider relationship and expectations of the City for the programming of City PEG channels.

Thank you for your consideration of these agreements.

Warm regards,



Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

CITY OF BLOOMINGTON
Controller

Reviewed by: [Signature]
DATE: 12/12/13
FUND/ACCT: N/A

CITY OF BLOOMINGTON
Legal Department
Reviewed By: [Signature]
DATE: 12/10/13

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND THE MONROE COUNTY PUBLIC LIBRARY
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington ("City"), through its Information and Technology Services Department ("ITS"), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground ("BDU"); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, the Monroe County Public Library ("MCPL") is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to MCPL upon certain terms and conditions;

NOW, THEREFORE, the City and MCPL agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2014.

Section 2: Permission. This Agreement grants MCPL permission to use four (4) strands of dark fiber optic cable located in the City's BDU network.

Section 3: Payment. MCPL shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, MCPL shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

Section 4: Use. MCPL shall be responsible for lighting the fibers. The City shall be responsible for patching over to MCPL's ISP(s) within the Telecom Hotel.

Section 5. Connection: MCPL shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by MCPL. Upon completion of its connection to the BDU, MCPL shall provide the City with "as built" drawings in both print and digital form of MCPL's connections and laterals. MCPL shall be responsible

for any repairs to the connections and laterals which must be performed during the term of this Agreement. MCPL shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. MCPL shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. MCPL shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement ("ERA") on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. MCPL shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. MCPL will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. MCPL agrees to permit the City to install BDU conduit within any new MCPL lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future MCPL obtains the City's permission to use fiber in a different conduit or a conduit as a whole, the City may request that MCPL discontinue use of the fibers referenced herein and those fibers shall be returned to the City's management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City reserves the right to terminate its obligations under this Agreement without notice or liability to MCPL in the event that the Telecom Hotel shall cease service or change owners, or in the event of any damage, destruction or condemnation of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon thirty (30) days written notice to MCPL.

Section 12. Waiver of Claims. The City and its agents shall have no liability to MCPL for any damage to the property of MCPL located in or about the BDU core network. MCPL hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or

written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to MCPL shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. MCPL shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to MCPL's execution and undertaking of this Agreement. MCPL shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MCPL.

Section 17. 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 Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If MCPL shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 20. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY

Information and Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 150
Bloomington, IN 47404
Attn: Director

MCPL

Monroe County Public Library
303 E. Kirkwood Ave.
Bloomington, IN 47408
Attn: Director

Section 20. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2013.

City of Bloomington
Board of Public Works
By:

Monroe County Public Library
Board of Trustees
By:

Charlotte Zietlow, President

President, MCPL Board of Trustees



Mark Kruzan, Mayor

Sara Laughlin, MCPL Director

CITY OF BLOOMINGTON

Controller

Reviewed by: [Signature]
DATE: 12/12/13
FUND/ACCT: N/A

CITY OF BLOOMINGTON
Legal Department
Reviewed By: [Signature]
DATE: 12/10/13

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND MONROE COUNTY
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington ("City"), through its Information and Technology Services Department ("ITS"), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground ("BDU"); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, Monroe County, Indiana ("County") is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of four strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to County upon certain terms and conditions;

NOW, THEREFORE, the City and County agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2014.

Section 2: Permission. This Agreement grants County permission to use six (6) strands of dark fiber optic cable located in the City's BDU network.

Section 3: Payment. County shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, County shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

Section 4: Use. County shall be responsible for lighting the fibers. The City shall be responsible for patching over to County's ISP(s) within the Telecom Hotel.

Section 5. Connection: County shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by County. Upon completion of its connection to the BDU, County shall provide the City with "as built" drawings in both print and digital form of County's connections and laterals. County shall be responsible

for any repairs to the connections and laterals which must be performed during the term of this Agreement. County shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. County shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. County shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement ("ERA") on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. County shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. County will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. County agrees to permit the City to install BDU conduit within any new County lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future County obtains the City's permission to use fiber in a different conduit or a conduit as a whole, the City may request that County discontinue use of the fibers referenced herein and those fibers shall be returned to the City's management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City shall not be liable for any interruption of services in the event of damage, destruction, condemnation or closure of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon 120 days written notice to County.

Section 12. Waiver of Claims. The City and its agents shall have no liability to County for any damage to the property of County located in or about the BDU core network. County hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to County shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. County shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to County's execution and undertaking of this Agreement. County shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and County.

Section 17. 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 Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If County shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 12. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY
Information and Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 150
Bloomington, IN 47404
Attn: Director

County
Monroe County Government
Technical Services
Monroe County Courthouse Room 112
Bloomington, IN 47404
Attn: Director

Section 20. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

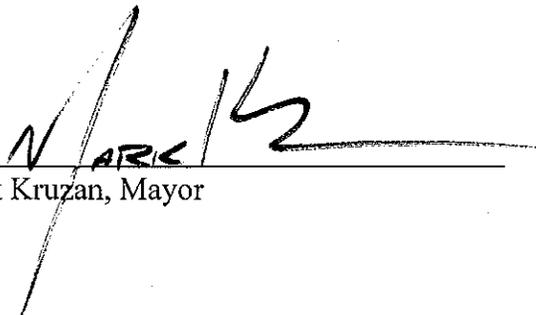
IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____ 2013.

City of Bloomington
Board of Public Works
By:

Monroe County, Indiana
Board of Commissioners
By:

Charlotte Zietlow, President

Iris F. Kiesling, Commissioner



Mark Kruzan, Mayor

Julie Thomas, Commissioner

Patrick Stoffers, Commissioner

CITY OF BLOOMINGTON

Controller

Reviewed by:

DATE:

FUND/ACCT:

[Signature]
12/12/13
N/A

CITY OF BLOOMINGTON Legal Department Reviewed By: DATE: 12/10/13

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND THE MONROE COUNTY COMMUNITY SCHOOL CORPORATION
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington ("City"), through its Information and Technology Services Department ("ITS"), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground ("BDU"); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, the Monroe County Community School Corporation ("MCCSC") is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to MCCSC upon certain terms and conditions;

NOW, THEREFORE, the City and MCCSC agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2014.

Section 2: Permission. This Agreement grants MCCSC permission to use eighteen (18) strands of dark fiber optic cable located in the City's BDU network.

Section 3: Payment. MCCSC shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, MCCSC shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

Section 4: Use. MCCSC shall be responsible for lighting the fibers.

Section 5. Connection: MCCSC shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by MCCSC. Upon completion of its connection to the BDU, MCCSC shall provide the City with "as built" drawings in both print and digital form of MCCSC's connections and laterals. MCCSC shall be responsible for any repairs to the connections and laterals which must be performed during the

term of this Agreement. MCCSC shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. MCCSC shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. MCCSC shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement ("ERA") on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. MCCSC shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. MCCSC will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. MCCSC agrees to permit the City to install BDU conduit within any new MCCSC lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future MCCSC obtains the City's permission to use fiber in a different conduit or a conduit as a whole, the City may request that MCCSC discontinue use of the fibers referenced herein and those fibers shall be returned to the City's management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City shall not be liable for any interruption of services in the event of damage, destruction, condemnation or closure of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon 60 days written notice to MCCSC.

Section 12. Waiver of Claims. The City and its agents shall have no liability to MCCSC for any damage to the property of MCCSC located in or about the BDU core network. MCCSC hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to MCCSC shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. MCCSC shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to MCCSC's execution and undertaking of this Agreement. MCCSC shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MCCSC.

Section 17. 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 Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If MCCSC shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 20. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY
Information and Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 150
Bloomington, IN 47404
Attn: Director

MCCSC
Monroe County Community School Corp.
315 E North Drive
Bloomington, IN 47401
Attn: Director

Section 20. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

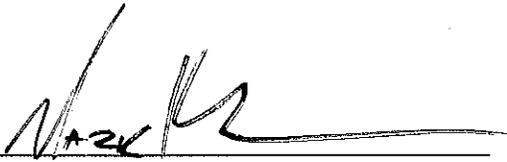
IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2013.

City of Bloomington
Board of Public Works
By:

Monroe County Community School
Corporation Board of Trustees
By:

Charlotte Zietlow, President

Keith Klein, President



Mark Kruzan, Mayor

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: BDUAC APPOINTMENTS
DATE: 12/13/2013
CC: MARGIE RICE

Board Members,

I have a few items before you for your consideration.

2014 BDU Use Agreements (MCCSC, MCPL & Monroe County Government)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, Monroe County Government and MCPL. These agreements are in keeping with previous agreements with only minor exceptions. Monroe County Community School Corporation (MCCSC) is provided with 18 strands, Monroe County Government with 6 strands and Monroe County Public Library (MCPL) with 4 strands to use. BDU partners are responsible for terminating and lighting the fiber strands themselves.

2014 CATS Funding Agreement

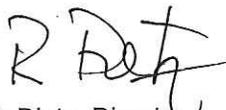
This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2014 has been budgeted at \$407,905, a 3% increase from 2013. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond.

2014 PEG Content Provider agreements (CATS & WTIU)

The purpose of these agreements is to codify mutually agreeable conditions for the programming of the City of Bloomington's six PEG (Public, Education and Government) channel assets. Current providers include CATS Community Access Television Services with five channels and WTIU with one channel. These agreements outline the content provider relationship and expectations of the City for the programming of City PEG channels.

Thank you for your consideration of these agreements.

Warm regards,



Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

CITY OF BLOOMINGTON

Controller

Reviewed by:

DATE: 12/12/13

FUND/ACCT: 401-256000-53980

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>BSP</u> DATE: <u>12/10/13</u>

CITY OF BLOOMINGTON

and

MONROE COUNTY PUBLIC LIBRARY
CATS FUNDING AGREEMENT for 2014

This Agreement is entered into on the _____ day of _____, 201__, at Bloomington, Indiana, by and between the Board of Public Works of the City of Bloomington, hereinafter referred to as the "City," the Monroe County Public Library, hereinafter referred to as "Library," and Community Access Television Services, hereinafter referred to as "CATS." CATS and the Library agree to provide services as set forth below and comply with all provisions of this Agreement, and the City agrees to provide funding as set forth below.

Article I. Services to be provided by Library.

CATS and the Library agree as follows:

- (a) To cablecast live coverage of City of Bloomington Common Council, Plan Commission, Board of Public Works, Board of Zoning Appeals, Board of Parks Commissioners and Utilities Service Board meetings, if given at least one week's notice by the City of the meeting times. These meetings will also be replayed at least twice during the week they occur, and will be webcast as feasible by CATS. Upon request by the Office of the Mayor or City ITS Department, the Library will provide the City with free copies in the specified format of any of the above cablecast meetings or other meetings and events described elsewhere in this agreement.
- (b) To produce weekly editions of "Pets without Partners" and provide cablecasts of other meetings and events, and to produce programs on community services and issues as requested by the City. The content of all City public meetings broadcast by CATS shall be placed in the public domain, meaning that the work may be freely reproduced, distributed, transmitted, used, modified, built upon, or otherwise exploited by anyone for any purpose, commercial or non-commercial, and in any way, including by methods that have not yet been invented or conceived. CATS may not assert any copyright claim and no right shall attach to City public meeting broadcasts.
- (c) To provide live internet streaming and online digital storage of meetings that CATS cablecasts through a browseable and searchable website.
- (d) To provide quarterly financial reports to the City delineating the utilization of funds which Library has received for the support of CATS from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source as well as funding received directly from Library.

The financial reports may be submitted in the format compatible with Library's normal budgeting information as is readily available through its existing accounting software. Budget lines shall include comparison of actual expenditures with budgeted amounts. Reports shall include a listing of all revenues designated for CATS by all entities

contributing, including in-kind contributions from Library and other gifts, grants, etc., CATS receives.

Reports shall be submitted to the Information & Technology Services Department, the Office of the City Controller and the Office of the Mayor no later than 30 days after the following dates: March 31; June 30; September 30 and December 31. In addition, the Library shall provide on a timely basis such financial reports as requested by the City in addition to quarterly reports in the format as referenced above.

- (e) To oversee its allocation of the cable channels available to the City through the City's franchise, for the purposes of public access, educational and governmental cablecasting.
- (f) To use all grants and monies received by the Library from the City of Bloomington for the support of and usage by CATS only on costs directly related to the operations of CATS.

Article II. Designated use of Agreement Funds and Equipment.

The Library agrees to use Agreement funds and equipment as follows:

- (a) To pay for services rendered in accordance with this Agreement.
- (b) To utilize to the maximum extent feasible funds received from all sources of revenue.
- (c) To refund to the City of Bloomington funds received under this Agreement which may later be determined to have been received or expended in noncompliance with the Agreement as a result of audit by the State Board of Accounts or Library, pursuant to the terms of this Agreement.
- (d) To return all equipment made available through this Agreement within one week if requested by the City or upon termination of this Agreement.
- (e) To utilize equipment made available through this Agreement solely in the provision of services as outlined herein.

Article III. Data on Affirmative Action.

The Library agrees to implement an affirmative action plan which complies with the City's regulations for contractors. The Library will submit its affirmative action plan to the City's Contract Compliance Officer for review within ten days of signing this Funding Agreement, and shall make all necessary and reasonable changes to its plan to bring it into compliance within twenty days of notice from the Officer of any deficiencies.

Article IV. Funding Procedure.

To outline the system by which funds are to be transferred by the City to the Library, and to assure adequate documentation of disbursements by the City:

- (a) The Library will submit a signed claim voucher or invoice to the Information and Technology Services Department of the City of Bloomington, ITS, which will be processed in accordance with the City's normal practice for payments and reimbursements. Invoices may be submitted at the beginning of each quarter – January, April, July, and October.
- (b) The City will provide funding at the rate of **\$101,976.25** quarterly for the calendar year beginning January 1, 2014, with the total not to exceed **\$407,905.00**.

Article V. Accounting Procedures.

The Library agrees to maintain accounting procedures that shall provide for:

(a) All grants and monies received by the Library from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source are solely intended for the support of and usage by CATS and shall not on any account be made available for use as Library general operating funds. If at the end of any fiscal year such grants or monies have not been expended on costs directly related to the operations of CATS, said grants or monies shall remain for future usage for support of the operations of CATS and shall not revert or be otherwise transferred to any fund for general usage by, or support of, Library.

(b) Accurate, current, and complete disclosure of the financial results of its service program.

(c) Records which identify adequately the source and application of funds for program supported activities.

(d) Effective control over and accountability for all funds, property and other assets. The Library will adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Article VI. Program Monitoring and Library Reporting Requirements.

In addition to the financial reports described in Article I (d), the Library agrees to submit to the Information & Technology Services Department and the Board of Public Works at least quarterly a report which shall cover each month of the previous quarter's programming and usage of the cable channels, proposed or planned special programming for the future and an analysis of services provided to City residents.

Article VII. Access to Records.

The Library agrees that it will give the City of Bloomington, through an authorized representative, access to, and the right to examine all records, books, papers or documents related to the funding provided by this Agreement, for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

Article VIII. Retention of Records.

The Library agrees that it will retain for a period of three years financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement, with the following exceptions:

- (a) These records shall be retained beyond the three-year period if audit findings have not been resolved, in which case such records shall be retained until any audit findings are resolved.
- (b) At the request of the City any records pertinent to the program funded by this Agreement are to be transferred to the City if the City determines that the records possess long-term retention value, in which case the Library shall be exempt from the three-year retention period above.

The three-year period mentioned herein is to be determined from the date of the Library's biennial audit.

Article IX. Termination of Agreement.

The Library agrees that this Agreement is subject to the availability of funds and that if funds become unavailable for the performance of this Agreement, the City may terminate the Agreement. If funds become unavailable, the City shall promptly notify the Library in writing of the termination and the effective date which must be at least 30 days from notification.

It is further agreed that the City or the Library may terminate funding in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial terminations, the portion to be terminated. The Library shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the Library for the allocable portion of noncancellable obligations, properly incurred by the Library prior to termination.

Article X. Forfeiture of Funds for Noncompliance.

It is agreed that the City may terminate any funding, in whole or in part, at any time before the date of completion of the program, whenever it is determined that the Library has failed to comply with the conditions of this Agreement, or with other conditions imposed by the laws, rules and regulations to which this Agreement refers. The City shall promptly notify the Library in writing of the determination and the reasons for the determination, together with the effective date. Payments made to the Library or recoveries by the City under funding terminated for cause shall be in accord with the legal rights and liabilities of the parties.

Article XI. Verification of Work Status.

The Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

Article XII. Investment Activities in Iran

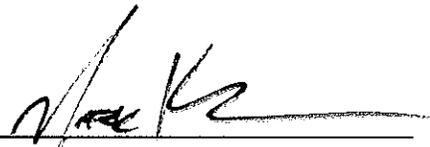
The Library affirms by its signature that it is in compliance with Indiana Code 5-22-16.5 et. seq., and does not knowingly engage in investment activities in Iran by providing goods or services worth \$20,000,000 or more in value to the energy sector of Iran.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

By: _____
Charlotte Zietlow, President
Board of Public Works

Date: _____

By: 
Mark Kruzan, Mayor

Date: 12/2/13

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Sara Laughlin, Director

Date: _____

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, General Manager

Date: _____

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: BDUAC APPOINTMENTS
DATE: 12/13/2013
CC: MARGIE RICE

Board Members,

I have a few items before you for your consideration.

2014 BDU Use Agreements (MCCSC, MCPL & Monroe County Government)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, Monroe County Government and MCPL. These agreements are in keeping with previous agreements with only minor exceptions. Monroe County Community School Corporation (MCCSC) is provided with 18 strands, Monroe County Government with 6 strands and Monroe County Public Library (MCPL) with 4 strands to use. BDU partners are responsible for terminating and lighting the fiber strands themselves.

2014 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2014 has been budgeted at \$407,905, a 3% increase from 2013. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond.

2014 PEG Content Provider agreements (CATS & WTIU)

The purpose of these agreements is to codify mutually agreeable conditions for the programming of the City of Bloomington's six PEG (Public, Education and Government) channel assets. Current providers include CATS Community Access Television Services with five channels and WTIU with one channel. These agreements outline the content provider relationship and expectations of the City for the programming of City PEG channels.

Thank you for your consideration of these agreements.

Warm regards,



Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

CITY OF BLOOMINGTON

Controller

Reviewed by:

DATE: 12/12/13

FUND/ACCT: N/A

CITY OF BLOOMINGTON

and

MONROE COUNTY PUBLIC LIBRARY

PUBLIC, EDUCATION AND GOVERNMENT CHANNEL

PROGRAMMING AGREEMENT for 2014



WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-16, the Indiana Utility Regulatory Commission has the sole authority to grant a certificate of franchise authority to a video service provider (“VSP”); and,

WHEREAS, pursuant to the provisions of Indiana Code §§ 8-1-34 et seq., a VSP is required to make available on its video service system channels which contain public, educational, and governmental programming (“PEG channels”); and,

WHEREAS, pursuant to Sections 531 and 541 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental (“PEG”) use; and,

WHEREAS, PEG Channels are broadly defined as follows:

Public access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority; *Educational* access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities; *Governmental* access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels; and,

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-27, the operation of a PEG channel is the responsibility of the unit that receives the benefit of the channel, that being the City of Bloomington (“City”), and the VSP is responsible for the transmission of the channel; and,

WHEREAS, the City of Bloomington (“City”) controls six PEG Channels; and,

WHEREAS, the City, through its Information and Technology Services Department (“ITS”), provides PEG channel program content from its PEGCPs (“Public Education & Government Content Providers”) – currently CATS and WTIU – at a common distribution point (“PEGHub”) at the Bloomington Telecom Hotel facility in downtown Bloomington; and,

WHEREAS, the Monroe County Public Library through CATS wishes to provide five (5) channels of PEG programming to the City for the purpose of broadcast by Bloomington VSPs; and

WHEREAS, The PEGHub serves as a common distribution point for PEG content to multiple VSPs and provision of content from multiple PEGCPs at a single accessible location; and,

WHEREAS, the PEGCP wishes to reach an understanding with the City as to the terms and conditions of providing PEG channel programming from the common distribution point at the Telecom Hotel;

NOW, THEREFORE, the City and the PEGCP agree as follows:

Section 1. Location. The PEGCP shall provide PEG channel programming to the City's PEGHub, located in the City Cage at the Telecom Hotel. The Bloomington Telecom Hotel facility is located in downtown Bloomington at 7th and Walnut Streets (302 N. Walnut Street). The PEGCP shall be responsible for connecting at this location, securing space in the facility as needed, and cross connecting to the City's PEG Hub equipment in the City Rack. The City reserves the right to change the location of the PEG Hub if the Telecom Hotel closes or for any other reason. City will provide advance notice of relocation. In the event relocation occurs, The City and the PEGCP will negotiate mutually agreeable terms for covering the costs of connecting at the new PEG Hub location.

Section 2. Technical Specifications. The City shall permit PEGCP to patch into the City Cage to provide PEG programming under the terms of this agreement. The PEGCP shall provide video signal for PEG channels in SDI format, specifically Serial Digital Interface (SDI) video signal with embedded AES (digital audio). The connection type the PEGCP will be connecting to will be a Bayonet Neill Concelman (BNC) connector.

Section 3. Conditions. Consistent with the requirements of State and Federal law, the PEGCP shall:

- a. Program five City of Bloomington PEG channels. One channel must be dedicated solely to City of Bloomington meetings, events and business.
- b. Provide the City of Bloomington PEG content at no less than full-screen broadcast resolution.
- c. Provide PEG suitable programming in keeping with the definition of PEG.
- d. Provide programming that is not otherwise available on other VSP channels.

Section 4. Connecting. The PEGCP shall be responsible for connecting at the PEG Hub location, securing space in the facility as needed and cross connecting to the City's PEG Hub equipment in the City Rack.

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2014. This agreement may be rescinded at the City's discretion with a 30-day written notice.

Section 6. Waiver of Warranties. The City and the PEGCP each expressly disclaim all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this agreement, no information, oral or written, provided or disseminated by the City or the PEGCP shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 7. Assignment of Rights. The rights granted to the PEGCP shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 8. Indemnification. The VSP and the City (the "Indemnifying Party") shall each defend, indemnify, and hold harmless the other (the "Indemnified Party") from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' costs and litigation expenses, arising out of or relating to the Indemnified Party's execution and undertaking of this Agreement, insofar as such liabilities, judgments, claims, damages, settlements, expenses and costs arise out of or are based upon the breach of this Agreement by the Indemnifying Party or the programming provided pursuant to the terms hereof. The VSP and the City shall each promptly notify the other of any third party claim or legal action arising out of or related to this Agreement. The PEGCP is responsible for securing any necessary copyrights for its content.

Section 9. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the PEGCP.

Section 10. 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 Monroe County, Indiana.

Section 11. Costs and Expense of Enforcement. If either the PEGCP or the City shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' costs and expenses which the other may incur in enforcing any obligations herein.

Section 12. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 13. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY

Information and Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 150
Bloomington, IN 47404
Attn: Director

The PEGCP

MCPL and CATS
303 E. Kirkwood Avenue
Bloomington, IN 47408
Attn: Director

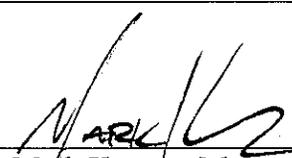
Section 14. Severability and Future Legal Developments. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action is taken by the Federal Communications Commission, Congress or the State of Indiana which addresses and impacts the responsibilities of the parties hereto regarding the provision of PEG channel programming, this agreement shall terminate, and the parties shall negotiate a new agreement consistent with that mandate.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

By: _____
Charlotte Zietlow, President
Board of Public Works

Date

By:  _____
Mark Kruzan, Mayor

12.12.13

Date

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Sara Laughlin, Director

Date

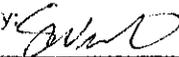
COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, Station Manager

Date

CITY OF BLOOMINGTON

Controller

Reviewed by: 

DATE: 12/12/13

FUND/ACCT: N/A

CITY OF BLOOMINGTON

and

WTIU/INDIANA UNIVERSITY

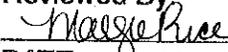
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL

PROGRAMMING AGREEMENT for 2014

CITY OF BLOOMINGTON

Legal Department

Reviewed By:



DATE: 12-11-13

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-16, the Indiana Utility Regulatory Commission has the sole authority to grant a certificate of franchise authority to a video service provider ("VSP"); and,

WHEREAS, pursuant to the provisions of Indiana Code §§ 8-1-34 et seq., a VSP is required to make available on its video service system channels which contain public, educational, and governmental programming ("PEG channels"); and,

WHEREAS, pursuant to Sections 531 and 541 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental ("PEG") use; and,

WHEREAS, PEG Channels are broadly defined as follows:
Public access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority; *Educational* access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities; *Governmental* access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels; and,

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-27, the operation of a PEG channel is the responsibility of the unit that receives the benefit of the channel, that being the City of Bloomington ("City"), and the VSP is responsible for the transmission of the channel; and,

WHEREAS, the City of Bloomington ("City") controls six PEG Channels; and,

WHEREAS, the City, through its Information and Technology Services Department ("ITS"), provides PEG channel program content from its PEGCPs ("Public Education & Government Content Providers") – currently CATS and WTIU – at a common distribution point ("PEGHub") at the Bloomington Telecom Hotel facility in downtown Bloomington; and,

WHEREAS, the WTIU wishes to provide one (1) channel of PEG programming to the City for the purpose of broadcast by Bloomington VSPs; and

WHEREAS, The PEGHub serves as a common distribution point for PEG content to multiple VSPs and provision of content from multiple PEGCPs at a single accessible location; and,

WHEREAS, the PEGCP wishes to reach an understanding with the City as to the terms and conditions of providing PEG channel programming from the common distribution point at the Telecom Hotel;

NOW, THEREFORE, the City and the PEGCP agree as follows:

Section 1. Location. The PEGCP shall provide PEG channel programming to the City's PEGHub, located in the City Cage at the Telecom Hotel. The Bloomington Telecom Hotel facility is located in downtown Bloomington at 7th and Walnut Streets (302 N. Walnut Street). The PEGCP shall be responsible for connecting at this location, securing space in the facility as needed, and cross connecting to the City's PEG Hub equipment in the City Rack. The City reserves the right to change the location of the PEG Hub if the Telecom Hotel closes or for any other reason. City will provide advance notice of relocation. In the event relocation occurs, The City and the PEGCP will negotiate mutually agreeable terms for covering the costs of connecting at the new PEG Hub location.

Section 2. Technical Specifications. The City shall permit PEGCP to patch into the City Cage to provide PEG programming under the terms of this agreement. The PEGCP shall provide video signal for PEG channels in SDI format, specifically Serial Digital Interface (SDI) video signal with embedded AES (digital audio). The connection type the PEGCP will be connecting to will be a Bayonet Neill Concelman (BNC) connector.

Section 3. Conditions. Consistent with the requirements of State and Federal law, the PEGCP shall:

- a. Program one City of Bloomington PEG channel.
- b. Provide the City of Bloomington PEG content at no less than full-screen broadcast resolution.
- c. Provide PEG suitable programming in keeping with the definition of PEG.
- d. Provide programming that is not otherwise available on other VSP channels.

Section 4. Connecting. The PEGCP shall be responsible for connecting at the PEG Hub location, securing space in the facility as needed and cross connecting to the City's PEG Hub equipment in the City Rack.

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2014. This agreement may be rescinded at the City's discretion with a 30-day written notice.

Section 6. Waiver of Warranties. The City and the PEGCP each expressly disclaim all express and implied warranties, including but not limited to the implied warranties or merchantability and fitness for a particular purpose. Except as otherwise provided in this agreement, no information, oral or written, provided or disseminated by the City or the

PEGCP shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 7. Assignment of Rights. The rights granted to the PEGCP shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 8. Indemnification. The VSP and the City (the "Indemnifying Party") shall each defend, indemnify, and hold harmless the other (the "Indemnified Party") from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' costs and litigation expenses, arising out of or relating to the Indemnified Party's execution and undertaking of this Agreement, insofar as such liabilities, judgments, claims, damages, settlements, expenses and costs arise out of or are based upon the breach of this Agreement by the Indemnifying Party or the programming provided pursuant to the terms hereof. The VSP and the City shall each promptly notify the other of any third party claim or legal action arising out of or related to this Agreement. The PEGCP is responsible for securing any necessary copyrights for its content.

The obligations of PEGCP or Station Owner shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of Indiana University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the PEGCP or Station Owner is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the PEGCP or Station Owner.

Section 9. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the PEGCP.

Section 10. 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 Monroe County, Indiana.

Section 11. Costs and Expense of Enforcement. If either the PEGCP or the City shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' costs and expenses which the other may incur in enforcing any obligations herein.

Section 12. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 13. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY
Information and Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 150
Bloomington, IN 47404
Attn: Director

The PEGCP
Radio & TV Center
1229 E 7th St
Bloomington, IN 47405
Attn: WTIU Station Manager

Section 14. Severability and Future Legal Developments. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action is taken by the Federal Communications Commission, Congress or the State of Indiana which addresses and impacts the responsibilities of the parties hereto regarding the provision of PEG channel programming, this agreement shall terminate, and the parties shall negotiate a new agreement consistent with that mandate.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

By: _____
Charlotte Zietlow, President
Board of Public Works

Date

By: 
Mark Kruzan, Mayor

Date

WTIU

By: _____
Phil Meyer, Station Manager

Date

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: BDUAC APPOINTMENTS
DATE: 12/13/2013
CC: MARGIE RICE

Board Members,

I am pleased to request the reappointment to the BDU Advisory Committee for terms starting in Jan 31, 2014 of the following individuals currently serving:

- Mark McMath, Vice President & CIO Administration - Information Technology, Clinical and Support Services at Indiana University Health Bloomington
- Dennis J. Cromwell, Associate Vice President of Infrastructure, UITS Indiana University;
- Mike Trotzke, Co-founder and Managing Member at SproutBox; and
- Matt Davy, Principal Solution Architect at Tallac Networks

We believe these individuals should continue their strong contributions to the City's technology deliberations and related infrastructure initiatives through service on the BDUAC.

We have an additional vacancy that we are seeking to fill. I will be back at your next meeting with a candidate for your consideration.

Thank you for your consideration of these recommendations.

Warm regards,



Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov