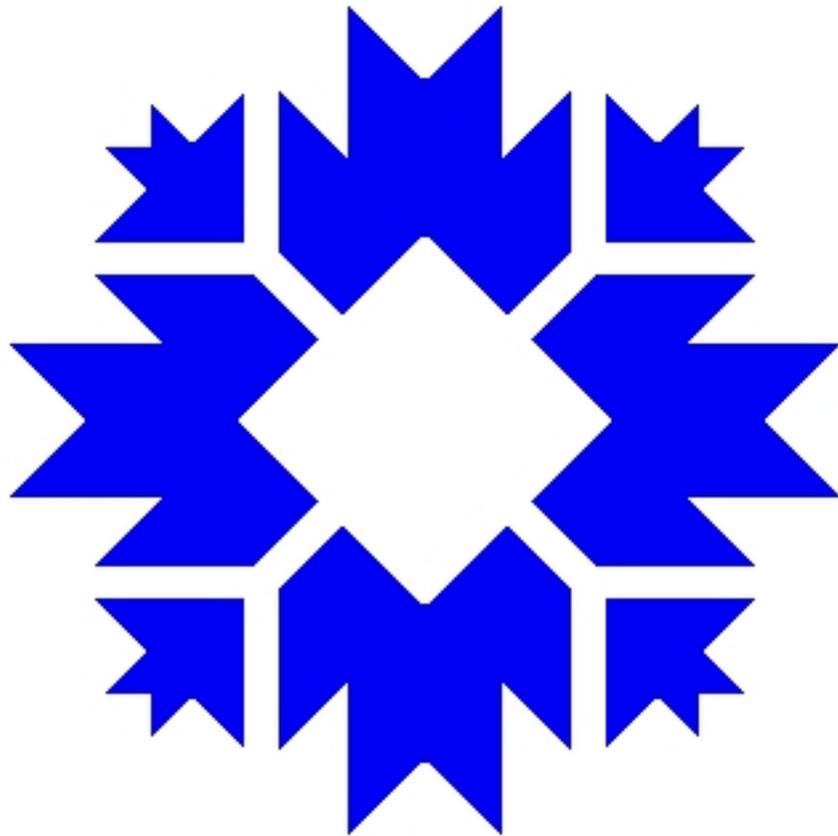


**Board of Public Works Meeting**

**March 12, 2013**



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

**A Regular Meeting of the Board of Public Works to be Held Tuesday, March 12, 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 – February 26, 2013**

**III. PETITIONS & REMONSTRANCES**

**IV. TITLE VI ENFORCEMENT**

**V. HEARINGS FOR NOISE APPEAL**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

- 1. Resolution 2013-16: Use of Public Streets for YMCA Spring Run (Saturday, 4/13)**
- 2. Resolution 2013-18: Use of Public Streets for Cornerstone Christian Fellowship Spring 5K Run (Saturday, 3/23)**
- 3. Resolution 2013-19: Use of Public Streets for IU Habitat for Humanity 5K Run (Saturday, 3/23)**
- 4. Request for Noise Permit for Jason Foundation Suicide Prevention 5K Run (Saturday, 4/13)**
- 5. Request for Noise Permit for Gray Era Productions Music Festival (Saturday, 4/20)**
- 6. Request for Noise Permit for Trained Eye Arts Center Blues on Blues Event (Friday, 3/29)**
- 7. Resolution 2013-20: Service by Publication Appropriate for Order to Seal and Repair Unsafe Structure at 207 S. Meadowbrook Lane**
- 8. Approval of 2013 Title 6 Abatement Contract to Easy Go Lawn Care**
- 9. Approval of 2013 Title 17 Unsafe Structure Contract to Clark Excavating**
- 10. Authorization to Advertise for Bids for Asphalt**
- 11. Authorization to Extend Contract to Cargill Deicing Technologies for the Purchase of De-Icing Salt for 2013-14**

**VIII. STAFF REPORTS & OTHER BUSINESS**

**IX. APPROVAL OF CLAIMS**

**X. ADJOURNMENT**

The Board of Public Works meeting was held on Tuesday, February 26, at 5:30 p.m. in the McCloskey Room of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

Present: Charlotte Zietlow  
James McNamara

City Staff: Jackie Moore – City Legal  
Chris Smith - Public Works  
Jason Carnes - ESD  
Miah Michaelsen – ESD

McNamara made a motion to approve the minutes of February 12, 2013. Zietlow seconded. Minutes were approved as submitted.

None

None

None

Jason Carnes, Economic and Sustainability Department, introduced himself. Carnes stated Andrew Olanoff has applied for an Itinerant Merchant Permit. It has been determined that when the applicant wants to operate in the right of way, that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued. This business will operate a food cart. Application is for one year. Staff supported the request.

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

**ROLL CALL**

**MESSAGES FROM  
BOARD MEMBERS**

**APPROVAL OF  
MINUTES**

**PETITIONS &  
REMONSTRANCES**

**TITLE VI  
ENFORCEMENT**

**HEARINGS FOR NOISE  
APPEALS**

**OLD BUSINESS**

**NEW BUSINESS**

**Resolution 2013-13 -  
Allow Itinerant Merchant  
to Operate in Public  
Right of Way (The  
Tamale Court)**

The Petitioners addressed the Board and stated they had been working on this idea for about a year, which was born out of a love of cooking, and fascination with the street cart concept. They believed the food cart was a good idea, both went to school at Indiana University. They will be serving tamales and tacos. They will be located outside The Bishop and the Atlas and have talked to both businesses. Once the weather warms up they will try to do lunch service. The cart has been approved by the Health Department.

McNamara asked them to describe the food cart scene. The Petitioners stated they have been in town about 5 years and it goes in and out. It is a way to start a small business without having to put down a lot of money for a restaurant. McNamara asked if the food carts were thriving, which the petitioner stated the more food carts are out there the more people are realizing they are there.

McNamara asked if the internal discussions are continuing. Miah stated the Itinerant Merchants have been turned over to Jason. The internal discussions are continuing.

McNamara made a motion to approve Resolution 2013-13: Allow Itinerant Merchant to Operate in Public Right of Way (The Tamale Cart). Zietlow seconded the motion. The motion passed. Resolution 2013-13 approved.

Miah Michaelsen stated the Community Art Fair and Garlic Fest is producing an art fair in Waldron, Hill & Buskirk Park for the purpose of promoting local art and food. They are requesting two things, a Noise Permit for Friday, Saturday and Sunday, August 30,31 and September 1st so that amplified music can be played. They are having a live concert on Friday night and will be high school age bands. Saturday and Sunday will be the actual Fair and Garlic Fest and there will also be music. Their reservation of Waldron, Hill & Buskirk Park is pending Board of Public Works approval of the noise permit and Parks' approval. They have also requested to reserve 12 parking spaces on Lincoln Street adjacent to the Park for vendors. Staff recommended 7 parking spaces, which is an increase over the 5 spaces they had last year. They use these spaces for food trucks and other things that support the Art Fair and Garlic Fest. These spaces would be reserved from 8:00 a.m. until 6:00 p.m. on each day for their use. Staff supports the request. Miah stated both Chris Martin and David Cox were present.

**Request for Noise Permit and Use of Parking Spaces for Community Art Fair at Waldron, Hill and Buskirk Park (Friday thru Sunday, 8/30-9/1)**

Martin talked about the plans for this year's Festival. There will be a concert on Friday with youth bands. Zietlow asked how about last year's festival. Petitioners stated the Festival was good. McNamara

wondered how the synergy was between this Festival and the Fourth Street Arts Festival. Miah stated it was hard to really gauge last year because of the terrible weather on one of the days. McNamara asked what was meant by youth bands. Martin stated local youth bands between the ages of 13 to 18.

McNamara made a motion to approve request for Noise Permit and use of parking spaces for Community Art Fair at Waldron, Hill and Buskirk Park (Friday thru Sunday, 8/30 - 9/1). Zietlow seconded the motion. The motion passed. Noise Permit and 7 parking spaces approved.

Chris Smith stated in response to Dr. Hrisomalos' request at last meeting she would like to read into the minutes the PEG Channels on the AT&T U-verse Platform:

**STAFF REPORTS &  
OTHER BUSINESS**

Town of Avon  
City of Bedford  
City of Beech Grove  
Town of Brownsburg  
City of Crown Point  
City of East Chicago  
City of Frankfort  
City of Gary  
City of Greenfield  
City of Indianapolis  
City of Jeffersonville  
City of Kokomo  
City of Lawrence  
City of Muncie  
Town of Munster  
City of New Albany  
Town of Speedway

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

**APPROVAL OF  
CLAIMS**

McNamara moved to adjourn the meeting. Zietlow seconded the motion. Meeting adjourned.

**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:** YMCA Spring Run 5K and 10K

**Petitioner/Representative:** Monroe County YMCA

**Staff Representative:** Miah

**Meeting Date:** March 12, 2013

---

The YMCA is sponsoring the 37<sup>th</sup> annual Spring Run on April 13, this year and is requesting that they be allowed to use city streets as they have in the past. There will be a 5K and a 10K. Streets will remain open with traffic control at each intersection for the safety of the participants. Set up starts at 5:00 a.m., with the run starting at 9:00 a.m., and will be over by 11:00 a.m.

This event has between 400 & 450 participants and raises \$4,000. All proceeds from the event are used for the Youth Scholarship Program.

BPD has issued Parade Permits for this event pending the Board's approval.

Staff recommends approval of this request.

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

---

**Board of Public Works**  
Staff Report

**RESOLUTION 2013-16**  
**MONROE COUNTY YMCA SPRING RUN**

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

WHEREAS, the Monroe County YMCA has requested use of city streets as indicated on Attachment A of this resolution, to conduct the 37<sup>th</sup> Annual Spring Run which raises funds for the YMCA Youth Scholarship Fund; and

WHEREAS, the Monroe County YMCA has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Monroe County YMCA, herein after “Sponsor”, has agreed to execute the “Release, Hold Harmless and Indemnification Agreement” regarding the use of the City of Bloomington’s property as described in Attachment B of this resolution and has agreed to provide the City with a Certificate of Insurance which names the City as an additional insured.

**NOW, THEREFORE, BE IT RESOLVED:**

- 1) That the City of Bloomington Board of Public Works agrees that City streets may be utilized to conduct the YMCA Spring Run between the hours of 5:00 a.m. and noon, on Saturday, April 13, 2013. Attachment A of this Resolution indicates the streets that may be utilized or are restricted in some way by this event.
- 2) The sponsors agree to be responsible for providing and setting up barricades and posting all signage as instructed by City of Bloomington Engineering, and to remove all barricades and signage as soon as all participants have cleared the area.
- 3) The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use private property.
- 4) The sponsors shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 3:00 p.m., Saturday, April 13, 2013.
- 5) The sponsors shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press well in advance of the event. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
- 6) \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

BOARD OF PUBLIC WORKS:

\_\_\_\_\_  
Charlotte Zietlow, President

\_\_\_\_\_  
James McNamara

\_\_\_\_\_  
Dr. Frank N. Hrisomalos

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

MONROE COUNTY YMCA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

**Attachment B**

**RELEASE, HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**

WHEREAS, the undersigned, Monroe County YMCA, hereinafter referred to as "Releasor," is sponsoring the 37th Annual Spring Run on April 13, 2013; and

WHEREAS, in connection with Run, the Releasor seeks to use the public property of the City of Bloomington, specifically: S. Highland Avenue, E. Winslow Road, E. Allendale Drive, S. Bainbridge Drive, E. Elliston Drive , The Stands Road, S. Laura Way, E. Heather Drive and S. Laurel Court as per attached map; and

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

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

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

Monroe County YMCA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

by \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

**City of Bloomington**  
**PARADE PERMIT APPLICATION**

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

Organization name and mailing address: **2013 YMCA Spring Run 5K Race/Racewalk, Monroe County YMCA 2125 South Highland Ave. Bloomington, IN 47401**

Contact person and phone number: **Matt Osgood, 961-2157**

Information regarding proposed parade:

Date: **April 13, 2013**

Time of commencement: **8:00 AM**

Expected duration: **8:00-9:00 AM**

Proposed route of Parade - commencement point, route, ending point: **See attached map**

Expected number of participants: **300**

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

**YMCA van, emergency vehicles**

Traffic control shall be supplied by: **Bruce Wilds Security**

At the following points on the parade route: **See attached map**

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control: **Uniformed officers contracted through Bruce Wilds Security**

Confirmation received from Law Enforcement agency providing parade route traffic control: **CONFIRMED**

\_\_\_\_\_  
Signature of Person requesting Permit

**Permit Granted** \_\_\_\_\_ **Permit Denied** \_\_\_\_\_

\_\_\_\_\_  
Chief of Police, Bloomington, Indiana Date

**Action taken by Police Department:**

The permit is granted \_\_\_\_\_, with the following conditions:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
The permit is denied \_\_\_\_\_

For the following reasons

**City of Bloomington**  
**PARADE PERMIT APPLICATION**

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

Organization name and mailing address: **2013 YMCA Spring Run 10K Race, Monroe County YMCA 2125 South Highland Ave. Bloomington, IN 47401**

Contact person and phone number: **Matt Osgood, 961-2157**

Information regarding proposed parade:

Date: **April 13, 2013**

Time of commencement: **9:00 AM**

Expected duration: **9:00-10:30 AM**

Proposed route of Parade - commencement point, route, ending point: **See attached map**

Expected number of participants: **180**

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

**YMCA van, emergency vehicles, and Police vehicles.**

Traffic control shall be supplied by: **Bruce Wilds Security**

At the following points on the parade route: **See attached map**

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control: **Uniformed officers contracted through Bruce Wilds Security**

Confirmation received from Law Enforcement agency providing parade route traffic control: **Yes**

\_\_\_\_\_  
Signature of Person requesting Permit

**Permit Granted** \_\_\_\_\_ **Permit Denied** \_\_\_\_\_

\_\_\_\_\_  
Chief of Police, Bloomington, Indiana Date

**Action taken by Police Department:**

The permit is granted \_\_\_\_\_, with the following conditions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
The permit is denied \_\_\_\_\_

For the following reasons







## Board of Public Works Staff Report

---

**Project/Event:** Cornerstone Christian Fellowship Spring 5K Run

**Petitioner/Representative:** Cornerstone Christian Fellowship

**Staff Representative:** Miah

**Meeting Date:** March 12, 2013

---

Cornerstone Christian Fellowship is sponsoring a spring 5K run on March 23 and is requesting that they be allowed to use city streets. Streets will remain open with traffic control at intersections for the safety of the participants. Set up starts at 8:00 a.m., with the run starting at 9:00 a.m., and will be over by 11:00 a.m.

Proceeds from the event are used to support the Fellowship's programs.

BPD has issued a Parade Permit for this event pending the Board's approval.

Staff recommends approval of this request

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

**RESOLUTION 2013-18**  
**CORNERSTONE CHRISTIAN FELLOWSHIP SPRING RUN**

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

WHEREAS, Cornerstone Christian Fellowship has requested use of city streets as indicated on Attachment A of this resolution, to conduct Spring 5K Run; and

WHEREAS, Cornerstone Christian Fellowship has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, Cornerstone Christian Fellowship, herein after “Sponsor”, has agreed to execute the “Release, Hold Harmless and Indemnification Agreement” regarding the use of the City of Bloomington’s property as described in Attachment A of this resolution and has agreed to provide the City with a Certificate of Insurance which names the City as an additional insured.

**NOW, THEREFORE, BE IT RESOLVED:**

- 1) That the City of Bloomington Board of Public Works agrees that City streets may be utilized to conduct the Spring 5K Run between the hours of 8:00 a.m. and 11:00 a.m. on Saturday, March 23, 2013. Attachment B of this Resolution indicates that the streets may be utilized or are restricted in some way by this event.
- 2) The sponsors agree to be responsible for providing and setting up barricades and posting all signage as instructed by City of Bloomington Engineering, and to remove all barricades and signage as soon as all participants have cleared the area.
- 3) The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use private property.
- 4) The sponsors shall be responsible for all clean-up that may be necessary as a result of the event to be completed by noon, Saturday, March 23, 2013.
- 5) The sponsors shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press well in advance of the event. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
- 6) \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

BOARD OF PUBLIC WORKS:

\_\_\_\_\_  
Charlotte Zietlow, President

\_\_\_\_\_  
James McNamara

\_\_\_\_\_  
Dr. Frank N. Hrisomalos

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CORNERSTONE CHRISTIAN FELLOWSHIP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

**Attachment A**

**RELEASE, HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**

WHEREAS, the undersigned, Cornerstone Christian Fellowship, hereinafter referred to as “Releasor,” is sponsoring Spring 5K Run on March 23, 2013; and

WHEREAS, in connection with Run, the Releasor seeks to use the public property of the City of Bloomington, specifically: S. Adams Street, W. Sunstone Drive, Kegg Road and W. Tapp Road as per attached map; and

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

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

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

Cornerstone Christian Fellowship

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

by \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

# City of Bloomington

## PARADE PERMIT APPLICATION

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

Organization name and mailing address: Cornerstone Christian Fellowship  
2655 S Adams St. Bloomington IN 47403

Contact person and phone number: Nick Pridemore 812-797-8242

Information regarding proposed parade:

Date: 3-23-13

Time of commencement: 9:00 AM

Expected duration: 1 hour

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

Begin: CCF (address above), Sunstone Dr to Keggs Rd.  
Cross Tapp Rd to clear creek trail. Return: same route

Expected number of participants: 10-20

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

Basic 5K run. No costumes or floats.

We will also cross Rockport Rd on CC trail, with a traffic control officer there.

Traffic control shall be supplied by Cody Forston (BPD) and one other paid officer.

At the following points on the parade route: Tapp Rd, at the

Tapp - Keggs Rds intersection. From there runners will be  
on Clear creek trail

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

BPD

Confirmation received from Law Enforcement agency providing parade route traffic control: 2-27-13 (date).

Mick Pridemore  
Signature of Person requesting Permit

**Permit Granted**

**Permit Denied**

[Signature]  
Chief of Police, Bloomington, Indiana

2/28/13  
Date

**Action taken by Police Department:**

The permit is granted , with the following conditions:

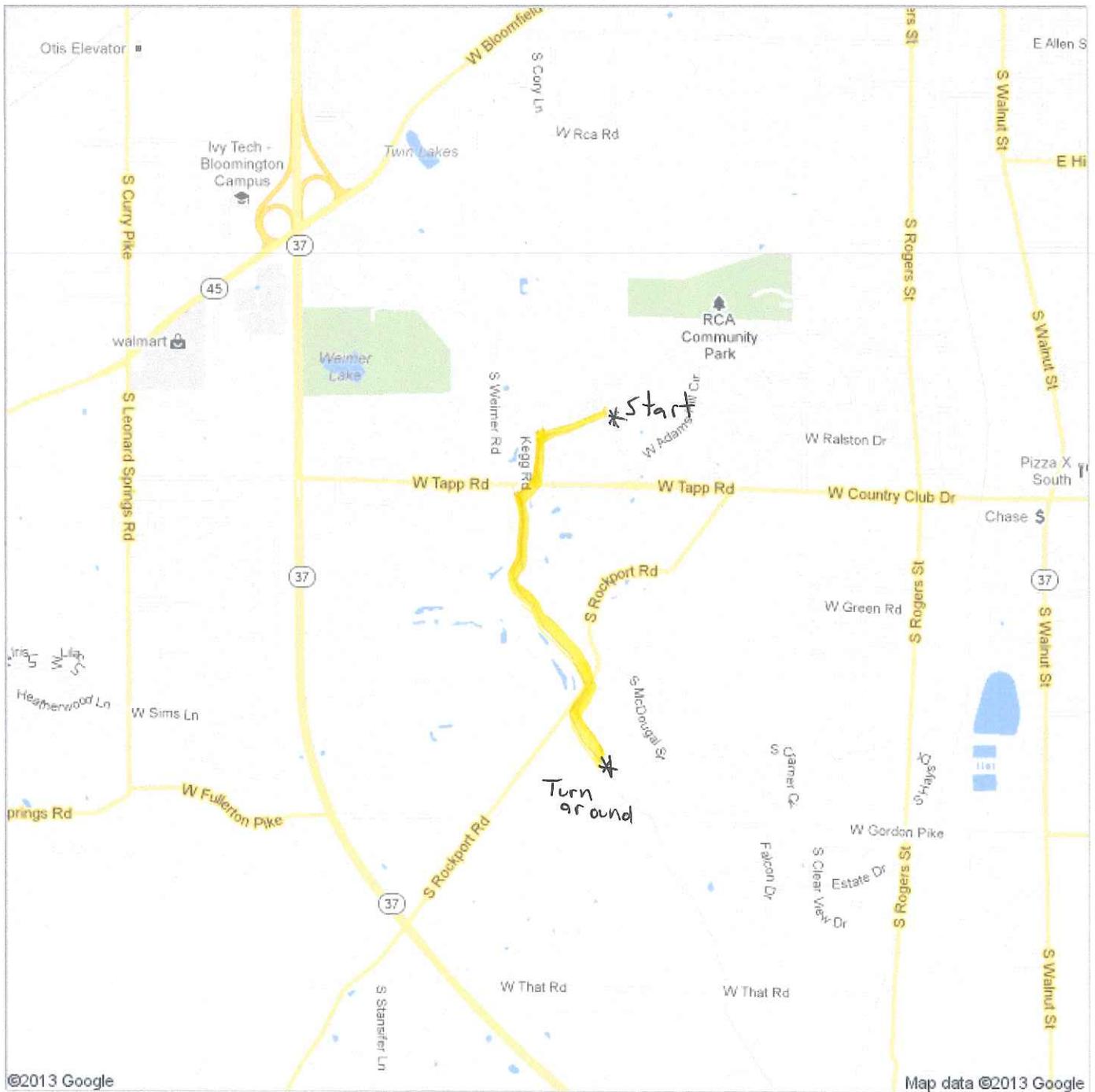
- Board of Public Works approval
- Permission from Bloomington Parks + Recs

The permit is denied   
For the following reasons:

\_\_\_\_\_  
\_\_\_\_\_



Get Google Maps on your phone  
Text the word "GMAPS" to 466453



## Board of Public Works Staff Report

---

**Project/Event:** IU Habitat for Humanity 5K Run

**Petitioner/Representative:** IU Habitat for Humanity

**Staff Representative:** Miah

**Meeting Date:** March 12, 2013

---

IU's chapter of Habitat for Humanity is sponsoring a 5K Run on March 23 and is requesting that they be allowed to use city streets. Streets will remain open with traffic control at intersections for the safety of participants. Set up starts at 8:00 a.m., with the run starting at 9:00 a.m. and will be over by 11:00 a.m.

Proceeds from the event go to Habitat for Humanity.

IU has rented the Sycamore shelter at Lower Cascades Park from the Parks Department for this event, and BPD has issued a Parade Permit pending the Board's approval.

Staff recommends approval of this request.

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

**RESOLUTION 2013-19**  
**IU HABITAT FOR HUMANITY 5K RUN**

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

WHEREAS, IU Habitat for Humanity has requested use of city streets as indicated on Attachment A of this resolution, to conduct a 5K Run which raises funds for the organization; and

WHEREAS, IU Habitat for Humanity has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, IU Habitat for Humanity, herein after “Sponsor”, has agreed to execute the “Release, Hold Harmless and Indemnification Agreement” regarding the use of the City of Bloomington’s property as described in Attachment B of this resolution and has agreed to provide the City with a Certificate of Insurance which names the City as an additional insured.

**NOW, THEREFORE, BE IT RESOLVED:**

- 1) That the City of Bloomington Board of Public Works agrees that City streets may be utilized to conduct the IU Habitat for Humanity 5K Run between the hours of 8:00 a.m. and 11:00 a.m., on Saturday, March 23, 2013. Attachment B of this Resolution indicates the streets that may be utilized or are restricted in some way by this event.
- 2) The sponsors agree to be responsible for providing and setting up barricades and posting all signage as instructed by City of Bloomington Engineering, and to remove all barricades and signage as soon as all participants have cleared the area.
- 3) The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use private property.
- 4) The sponsors shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 12:00 p.m., Saturday, March 23, 2013.
- 5) The sponsors shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press well in advance of the event. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
- 6) \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

BOARD OF PUBLIC WORKS:

\_\_\_\_\_  
Charlotte Zietlow, President

\_\_\_\_\_  
James McNamara

\_\_\_\_\_  
Dr. Frank N. Hrisomalos

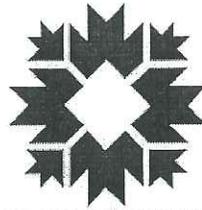
AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

IU HABITAT FOR HUMANITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position



CITY OF BLOOMINGTON  
parks and recreation

**Mailing Address**

**Administrative Offices**  
401 N. Morton St. Suite 250  
PO Box 848  
Bloomington, IN 47402  
Phone: (812) 349-3700  
Fax: (812-349-3705  
parks@bloomington.in.gov  
www.bloomington.in.gov/parks

**Allison-Jukebox**

**Community Center**  
351 South Washington Street  
Bloomington, IN 47401  
(812) 349-3731

**Banneker Community Center**

930 West 7<sup>th</sup> Street  
Bloomington, IN 47402  
(812) 349-3735

**Cascades Golf Course**

3550 North Kinser Pike  
Bloomington, IN 47402  
(812) 349-3764

**Frank Southern Ice Arena**

1965 South Henderson Street  
Bloomington, IN 47401  
(812) 349-3740

**Twin Lakes Recreation Center**

1700 West Bloomfield Road  
Bloomington, IN 47403  
(812) 349-3720

**Inclusive Recreation**

(812) 349-3747

**Maintenance, Landscaping  
& Cemetery Operations**

(812) 349-3498

**Urban Forestry**

(812) 349-3716

Date: February 20, 2013

Dear Applicant:

I am pleased to inform you that your request for a Special Use Permit has been approved for the following facility/event/date:

Lower Cascades Park/Sycamore Shelter

IU Habitat for Humanity 5K

Saturday, March 23, 2013 8 am – 11pm (includes set-up & tear-down)

**Special Notes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please adhere to the Bloomington Parks and Recreation's special use guidelines (attached) when conducting your event, specifically as it relates to items #6, 8, 10, 11, and 12 under Use, Security, Safety.

Good luck with your event. I hope you have nice weather! Should you have any other questions related to this event, please feel free to contact me.

Sincerely,

Judy Seigle  
Office Manager

Encl.

Cc: JD Boruff, Operations Superintendent  
Bloomington Police Department  
Community Events Staff  
Board of Public Works ✓

# INVOICE



CITY OF BLOOMINGTON  
parks and recreation

401 N. Morton, Suite 250  
Bloomington, IN 47404

Invoice Number: Spec Use 13-05

PO Number:

Date: February 20, 2013

To:  
IU Habitat for Humanity  
Attn: Evan Chang  
501 N. Jordan Ave. I-002  
Bloomington, IN 47405

Quantity	Description	Unit Price	Total
1	Special Use application fee	\$25.00	\$25.00
1	Permit fee	\$100.00	\$100.00
1	Refundable deposit	\$50.00	\$50.00
2	Vendor fee	\$25.00	\$50.00
1	Shelter fee (Sycamore shelter)	\$85.00	\$85.00
1	application fee paid (credit card 2/11/13)	-\$25.00	(\$25.00)
1	permit fee paid (credit card 2/11/13)	-\$100.00	(\$100.00)
1	deposit paid (credit card 2/11/13)	-\$50.00	(\$50.00)
			\$0.00
			\$0.00
<b>TOTAL DUE</b>			<b>\$135.00</b>

Please make checks payable to Bloomington Parks and Recreation  
Mail to the address above attn: Judy Seigle

**THANK YOU**

Permit # 13-05



CITY OF BLOOMINGTON  
parks and recreation

## 2013 Application, Agreement and Guidelines for Special Event Permits

Thank you for considering the City of Bloomington Parks and Recreation Department (BPRD) facilities for your special event. We look forward to having you in the park and ask that you follow these rules to ensure that your event goes smoothly and that park resources are protected. Failure to comply with these rules could result in the partial or total loss of your damage deposit. Best wishes for a safe and successful event!

Return this application and the additional fees/forms to the City of Bloomington Parks and Recreation Department at least **6 weeks prior** to your event. Submitting this Event Permit Application is not a confirmation to conduct your planned event. Your application will be processed and you will receive notice of approval or rejection within 2 weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. **Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the park for the events described herein.**

### APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

- Application for Rental Agreement
- Application Fee \$25/non-refundable
- Event Site Plan
- Event Agenda/Activities

#### Rental/Permit Fees and Damage Deposits and Certificate of Insurance:

Damage deposits, rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Event date will only become final once all payment(s) have been received.

Checks should be made payable to Bloomington Parks and Recreation and mailed to:  
PO Box 848, Bloomington, IN 47402 or dropped off at  
401 N. Morton St., Suite 250

#### Damage Deposit:

BRPD will return deposits within 30 days after the event. BPRD will issue the refund if the rented area is found to be in the same condition prior to the event. Otherwise, the Department will confirm in writing how it had to use the deposit (or a portion of it) to clean the area and repair any damage.

#### Refunds:

The City of Bloomington Parks and Recreation Department will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made less than 15 days before the event will result in the forfeiture of the entire rental fee as well as the damage deposit.

#### Insurance:

During the performance of any and all Services under this Agreement, permit applicant shall maintain the following insurance in full force and effect:

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

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



CITY OF BLOOMINGTON  
parks and recreation

**Copyright:**

It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

**Noise Permits:**

It is the responsibility of the applicant to secure proper noise or parade permits from the Department of Public Works. Applicants can call 812-349-3411 for additional information.

**Violations:**

Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures, BPRD retains the right to revoke a special use permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.

Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs) excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other part premises is prohibited.

**By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.**

**Please Read Carefully :**

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I Evan Chang, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

  
Signature

2/11/2013  
Date



CITY OF BLOOMINGTON  
parks and recreation

401 N. Morton St. • Suite 250

P.O. Box 848 • Bloomington • IN • 47402

OFFICIAL EVENT PERMIT APPLICATION FOR PARKS/FACILITIES  
City of Bloomington Parks and Recreation Department (BPRD)  
(Please Print or Type)

- Parks operating hours are 5:00a.m. to 11:00p.m.
- Permit applications must be submitted to the Department at least six weeks prior to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department. Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply)

Governmental:

City of Bloomington  
Monroe County  
Other \_\_\_\_\_

Department-Affiliated  
Non-Profit

Tax ID# \_\_\_\_\_  
Non-Profit Fundraising Event  
Tax ID# \_\_\_\_\_

Private – City Resident  
Private – Non-Resident  
Profit Making  
Other \_\_\_\_\_

Please complete entire application:

Date of Application: Feb. 11, 2013

Date of Proposed Event: March 23, 2013

**Contact Information:**

1. Organization applying for Special Use Event Permit:

Organization: IU Habitat for Humanity

Address: 501 North Jordan Avenue 1-002

City: Bloomington State: Indiana Zip Code: 47405

Telephone #: 317-373-4661 Fax: \_\_\_\_\_

E-mail: ebchang@indiana.edu

2. Name of organizational **contact** responsible for managing event

(Please list the one representative that will be responsible for all communication):

Name: Evan Chang Title: 5k director

Address/Phone Number (If different)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



CITY OF BLOOMINGTON  
parks and recreation

Describe the proposed locations of the banners, etc. (Due to city ordinances regarding signage, additional permission may be needed to hang banners/signs in advance of event. Contact the City of Bloomington Planning Department at 349-3423)

12. Do you plan to erect temporary structures such as stages, tents, booths, tables, or bounce houses, etc. for this event?  yes  no

(a) If yes, please describe below, including size, capacity, how many, etc. Location of all items must be shown on your site map. Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides

Item	Size	Quantity
Table	regular	5

(b) If contracting with a company that will be providing any of the above, list information below:

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

13. Is this event open to the public?  yes  no

14. Please advise what accommodations you are providing for persons with special needs: (parking, transportation, accessibility)

15. Will donations/contributions be accepted during this event?  yes  no

If yes, please explain how these donations will be generated or collected. people will pay online or at day of race.

16. Will there be an admission charge to attend/participate?  yes  no

If yes, please explain the type of fee and amount:

Type Fee(s): participation Fee Amount: \$20.00

17. Do you plan to sell, distribute or give away refreshments and/or merchandise (i.e. food, beverage, T-shirts, CD's, Art, etc.)?  yes  no

If yes, please explain & list the number of booths expected:

5 tables of refreshments

**Notice:**

\*A temporary Food permit must be obtained from the Monroe County Health Department if you are planning to sell food (i.e. hot dogs, nachos, candy, etc.). Any non-profit organization must show proof of non-profit status when applying for permit. For more information, contact Monroe County Health Department at 349-2543. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.

\*Bloomington Parks and Recreation will charge a \$25.00- \$35.00 vending fee for each vendor/booth selling food/merchandise and/or any admissions charges or monies collected while on park property.



CITY OF BLOOMINGTON  
parks and recreation

26. Will any type of sound amplifying equipment or devices be used in conjunction with this event?

yes  no If yes, please list type of equipment

Type of Equipment	Quantity

27. If musical entertainment is used, please list contact information for sound technicians:

\_\_\_\_\_

28. Do you plan to provide other entertainment for this event?      yes       no

If yes, please describe or attach copy of your planned program: \_\_\_\_\_

\_\_\_\_\_

**Notice:** The sponsoring organization's Event Coordinator must comply with all City of Bloomington's Ordinances regarding acceptable noise levels. (Please refer to the City's Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.) It is the event organizer's/applicant's responsibility to be in compliance with all federal and state copyrights laws.  
 \*Application for a noise permit must be filed at least six weeks prior to event with the City of Bloomington Public Works. 349-3411 (required for both amplified and non-amplified entertainment)

29. Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event?      yes       no

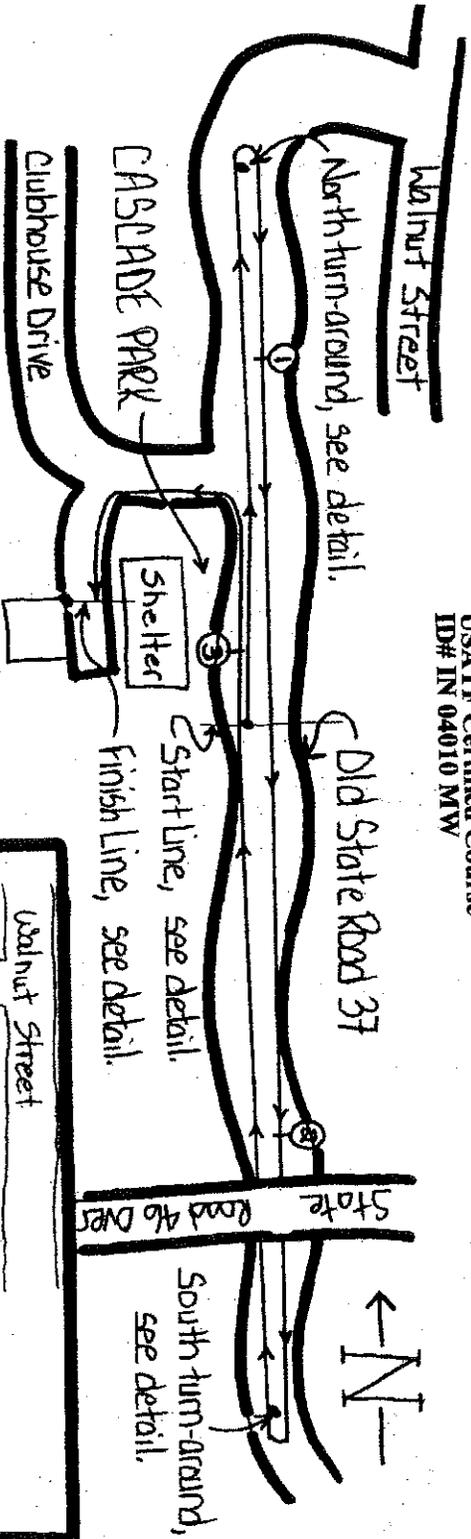
30. Are you providing a generator as a power source?      yes       no

What are the electrical needs for the event?: \_\_\_\_\_

31. Are there any special provisions pertaining to your event that have not been addressed on this application: NO

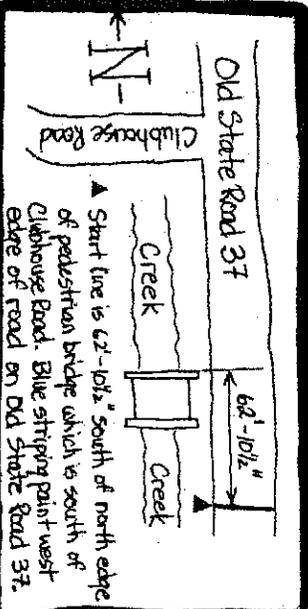
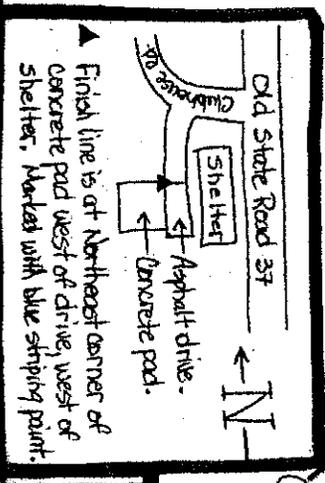
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USATF Certified Course  
ID# IN 04010 MW

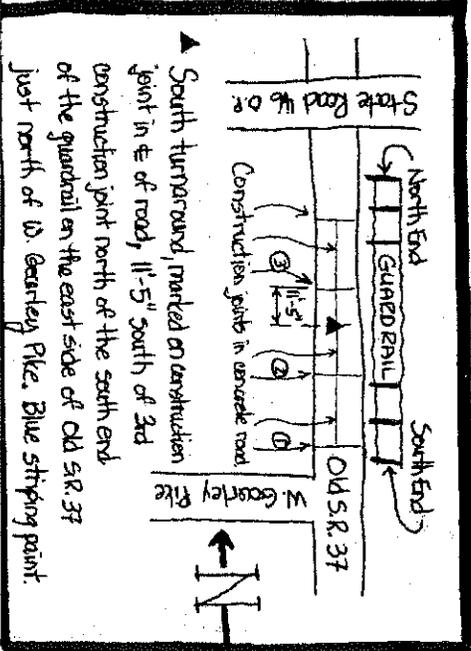
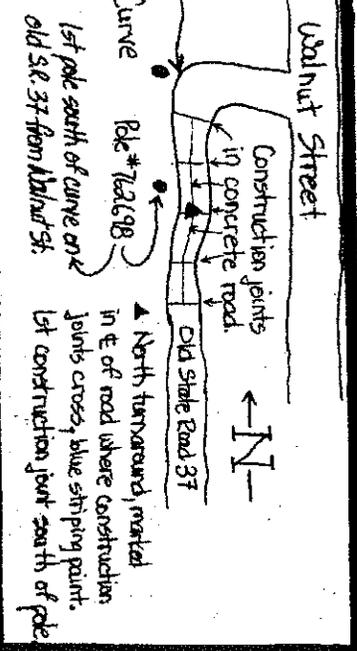


Note: Measurements follow shortest possible route (SR).

- 10 1:** Old S.R. 37 - at 2nd power pole North of address number "2981". Pole is on East side of road and carries only the lower wires. Blue Paint on East side of road.
- 10 2:** Old S.R. 37 - 50'-5" North of the "Speed Limit 30" sign. East side of road. North of SR 46 overpass. Blue Paint on West side of road.
- 10 3:** Old S.R. 37 - 25'-7" North of North edge of pedestrian bridge, that is South of Clubhouse Rd. Blue Paint on West side of road.



**Habitat for Humanity**  
**5K**



**Attachment B**

**RELEASE, HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**

WHEREAS, the undersigned, IU Habitat for Humanity, hereinafter referred to as "Releasor," is sponsoring a 5K Run on March 23, 2013; and

WHEREAS, in connection with Run, the Releasor seeks to use the public property of the City of Bloomington, specifically: North Old State Road 37 from approximately address number 2962 to the Highway 46 overpass through Lower Cascades Park as per attached map; and

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

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

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

IU Habitat for Humanity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

by \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position



## Board of Public Works Staff Report

---

**Project/Event:** Jason Foundation Suicide Prevention 5K Run/Walk Noise Permit

**Petitioner/Representative:** Bloomington Meadows Hospital

**Staff Representative:** Miah

**Meeting Date:** March 12, 2013

**Event Date:** Saturday, April 13, 2013

---

Bloomington Meadows Hospital is hosting the annual Jason Foundation Suicide Prevention 5K Run/Walk along the B-Line Trail on Saturday, April 13 from 7:30 a.m. - 1:30 p.m. As part of the event, they are requesting a Noise Permit during those hours for announcements and award presentations. The organization has received permission to use the B-Line Trail from the Parks Department.

Staff recommends approval of the request.

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

CITY OF BLOOMINGTON

NOISE PERMIT

ORGANIZATION Bloomington Meadows Hospital

ACTIVITY Wash Foundation 5K run/walk

DATE OF EVENT 4/3/18 TIME OF EVENT 0830

LOCATION OF EVENT B-line trail

COST \$200 PURPOSE suicide prevention

SOURCE OF NOISE speakers, microphones

IS MUSIC AMPLIFIED Yes  No

WHAT INSTRUMENTS N/A

OTHER INFORMATION

CONTACT PERSON Marabeth Holland PHONE 812-331-8000 or 961-2161

ADDRESS 3600 Prow Rd Blgtn, IN 47403

SIGNATURE Marabeth Holland E-MAIL ADDRESS: marabeth.hollande@uhsinc.com

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

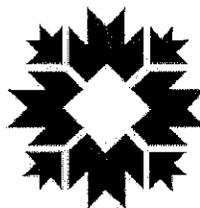
BOARD OF PUBLIC WORKS

Charlotte L. Zickow, President

James McNamara

Dr. Frank N. H. Johnson

Date



CITY OF BLOOMINGTON  
parks and recreation

**Mailing Address**

**Administrative Offices**  
401 N. Morton St. Suite 250  
PO Box 848  
Bloomington, IN 47402  
Phone: (812) 349-3700  
Fax: (812) 349-3705  
parks@bloomington.in.gov  
www.bloomington.in.gov/parks

**Allison-Jukebox**

**Community Center**  
351 South Washington Street  
Bloomington, IN 47401  
(812) 349-3731

**Banneker Community Center**

930 West 7<sup>th</sup> Street  
Bloomington, IN 47402  
(812) 349-3735

**Cascades Golf Course**

3550 North Kinser Pike  
Bloomington, IN 47402  
(812) 349-3764

**Frank Southern Ice Arena**

1965 South Henderson Street  
Bloomington, IN 47401  
(812) 349-3740

**Twin Lakes Recreation Center**

1700 West Bloomfield Road  
Bloomington, IN 47403  
(812) 349-3720

**Inclusive Recreation**

(812) 349-3747

**Maintenance, Landscaping  
& Cemetery Operations**

(812) 349-3498

**Urban Forestry**

(812) 349-3716

Date: February 20, 2013

Dear Applicant:

I am pleased to inform you that your request for a Special Use Permit has been approved for the following facility/event/date:

B-Line Trail from the Bridge over 3<sup>rd</sup> Street, south 1.55 miles and back

Jason Foundation Suicide Prevention 5K Walk/Run

Saturday, April 13, 2013 7am – 1:30pm (includes set-up and tear-down)

**Special Notes:**

Please adhere to the Bloomington Parks and Recreation's special use guidelines (attached) when conducting your event, specifically as it relates to items #6, 8, 10, 11, and 12 under Use, Security, Safety.

Good luck with your event. I hope you have nice weather! Should you have any other questions related to this event, please feel free to contact me.

Sincerely,

Judy Seigle  
Office Manager

Encl.

Cc: JD Boruff, Operations Superintendent  
Bloomington Police Department  
Community Events Staff  
Board of Public Works ✓  
Allison-Jukebox Staff

# INVOICE



CITY OF BLOOMINGTON  
parks and recreation

401 N. Morton, Suite 250  
Bloomington, IN 47404

Invoice Number: Spec Use 13-04  
PO Number:  
Date: February 20, 2013

To:  
Bloomington Meadows Hospital  
Attn: Marabeth Holland  
3600 N. Prow Rd.  
Bloomington, IN 47404

Quantity	Description	Unit Price	Total
1	Special Use application fee	\$25.00	\$25.00
1	Permit Fee	\$100.00	\$100.00
1	Refunable deposit	\$50.00	\$50.00
2	vending fees (collecting registrations/selling t-shirts)	\$25.00	\$50.00
			\$0.00
			\$0.00
			\$0.00
1	application fee (paid w/ck#1787)	-\$25.00	(\$25.00)
			\$0.00
			\$0.00
			\$0.00
<b>TOTAL DUE</b>			<b>\$200.00</b>

Please make checks payable to Bloomington Parks and Recreation  
Mail to the address above attn: Judy Seigle

## THANK YOU

Permit # 13-04



CITY OF BLOOMINGTON  
parks and recreation

## 2013 Application, Agreement, and Guidelines for B-Line Trail Event Permits

Thank you for considering the City of Bloomington Parks and Recreation Department (BPRD) facilities for your special event. We look forward to having you use the B-Line Trail and ask that you follow these rules to ensure that your event goes smoothly and that park resources are protected. Failure to comply with these rules could result in the partial or total loss of your damage deposit. Best wishes for a safe and successful event!

Return this application and the additional fees/forms to the City of Bloomington Parks and Recreation Department at least **6 weeks prior** to your event. Submitting this B-Line Trail Event Permit Application is not a confirmation to conduct your planned event. Your application will be processed and you will receive notice of approval or rejection within 2 weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. **Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the B-Line Trail for the event described herein.**

### APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

- Application for Rental Agreement
- Application Fee \$25/non-refundable
- Event Site Plan *3/25/13*
- Event Agenda/Activities *9/30 1/30*

*Apr 1/13 - Sat - no  
can't use trail  
by Market  
between 5am-3pm*

### Rental/Permit Fees and Damage Deposits and Certificate of Insurance:

Damage deposits, rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Event date will only become final once all payment(s) have been received.

Checks should be made payable to Bloomington Parks and Recreation and mailed to:  
PO Box 848, Bloomington, IN 47402 or dropped off at  
401 N. Morton St., Suite 250

### Damage Deposit:

BRPD will return deposits within 30 days after the event. BPRD will issue the refund if the rented area is found to be in the same condition prior to the event. Otherwise, the Department will confirm in writing how it had to use the deposit (or a portion of it) to clean the area and repair any damage.

### Refunds:

The City of Bloomington Parks and Recreation Department will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made less than 15 days before the event will result in the forfeiture of the entire rental fee as well as the damage deposit.

### Insurance:

During the performance of any and all Services under this Agreement, permit applicant shall maintain the following insurance in full force and effect:

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

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



CITY OF BLOOMINGTON  
parks and recreation

**Copyright:**

It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

**Noise Permits:**

It is the responsibility of the applicant to secure proper noise or parade permits from the Department of Public Works. Applicants can call 812-349-3411 for additional information.

**Violations:**

Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures. BPRD retains the right to revoke a special use permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.

Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs) excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other part premises is prohibited.

**By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.**

**Please Read Carefully :**

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I Marabeth Holland, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Marabeth Holland  
Signature

1/2/13  
Date



CITY OF BLOOMINGTON  
parks and recreation

401 N. Morton St. • Suite 250

P.O. Box 848 • Bloomington • IN • 47402

OFFICIAL EVENT PERMIT APPLICATION FOR PARKS/FACILITIES  
City of Bloomington Parks and Recreation Department (BPRD)  
(Please Print or Type)

- Parks and trail operating hours are 5:00a.m. to 11:00p.m.
- Permit applications must be submitted to the Department at least six weeks prior to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department. Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply)

- Governmental:
- |  |  |   |
|--|--|---|
| <input type="checkbox"/> City of Bloomington | <input type="checkbox"/> Department-Affiliated | <input type="checkbox"/> Private – City Resident  |
| <input type="checkbox"/> Monroe County       | <input type="checkbox"/> Non-Profit            | <input type="checkbox"/> Private – Non-Resident   |
| <input type="checkbox"/> Other _____         | Tax ID# _____                                  | <input checked="" type="checkbox"/> Profit Making |
|  | Non-Profit Fundraising Event                   | <input type="checkbox"/> Other _____              |
|  | Tax ID# _____                                  |   |

Please complete entire application:

Date of Application: 1/2/13

Date of Proposed Event: 4/13/13

**Contact Information:**

1. Organization applying for Special Use Event Permit:

Organization: Bloomington meadows Hospital

Address: 3600 N Provo Rd

City: Bloomington State: IN Zip Code: 47404

Telephone #: 812-331-8000 Fax: 812-961-2488

E-mail: marabeth.holland@ubsinc.com

2. Name of organizational **contact** responsible for managing event  
(Please list the one representative that will be responsible for all communication):

Name: Marabeth Holland Title: \_\_\_\_\_

Address/Phone Number (If different)

Address: same as above

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



CITY OF BLOOMINGTON  
parks and recreation

Describe the proposed locations of the banners, etc. (Due to city ordinances regarding signage, additional permission may be needed to hang banners/signs in advance of event. Contact the City of Bloomington Planning Department at 349-3423)

B-line trail, meadows Hospital, neighborhoods

12. Do you plan to erect temporary structures such as tents, booths, tables, etc. for this event?  yes  no  
 (a) If yes, please describe below, including size, capacity, how many, etc. Location of all items must be shown on your site map. **Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides**

Item	Size	Quantity
table	8 foot banquet tables	6
podium		1

(b) If contracting with a company that will be providing any of the above, list information below:

Company Name: N/A Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

13. Is this event open to the public?  yes  no

14. Please advise what accommodations you are providing for persons with special needs: (parking, transportation, accessibility)

none

15. Will donations/contributions be accepted during this event?  yes  no

If yes, please explain how these donations will be generated or collected. online & at a

booth

16. Will there be an admission charge to attend/participate?  yes  no

If yes, please explain the type of fee and amount:

Type Fee(s): Race Registration & T-shirts Fee Amount: \_\_\_\_\_

17. Do you plan to sell, distribute or give away refreshments and/or merchandise (i.e. food, beverage, T-shirts, CD's, Art, etc.)?  yes  no

If yes, please explain & list the number of booths expected:

give away water, bagels, bananas. Selling t-shirts

**Notice:**

\*A temporary Food permit must be obtained from the Monroe County Health Department if you are planning to sell food (i.e. hot dogs, nachos, candy, etc.). Any non-profit organization must show proof of non-profit status when applying for permit. For more information, contact Monroe County Health Department at 349-2543. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.

\*Bloomington Parks and Recreation will charge a \$25.00- \$35.00 vending fee for each vendor/booth selling food/merchandise and/or any admissions charges or monies collected while on park property.

18. Will there be displays, literature, or other types of solicitation?  yes  no



CITY OF BLOOMINGTON  
parks and recreation

26. If musical entertainment is used, please list contact information for sound technicians:

N/A

27. Do you plan to provide other entertainment for this event?  yes  no

If yes, please describe or attach copy of your planned program: \_\_\_\_\_

**Notice:** The sponsoring organization's Event Coordinator must comply with all City of Bloomington's Ordinances regarding acceptable noise levels. (Please refer to the City's Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.) It is the event organizer's/applicant's responsibility to be in compliance with all federal and state copyrights laws.  
\*Application for a noise permit must be filed at least six weeks prior to event with the City of Bloomington Public Works. 349-3411 (required for both amplified and non-amplified entertainment)

28. Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event?  yes  no

29. Are you providing a generator as a power source?  yes  no

What are the electrical needs for the event?: for podium & microphone

30. Are there any special provisions pertaining to your event that have not been addressed on this application: \_\_\_\_\_

**Fees, Charges and Deposits Schedule:**

- Application Fee: \$25/non-refundable \$ 25
- Permit Fee: \$100/day \$ 100
- Deposit: \$50/day/refundable \$ 50
- Vending: \$25-\$35/day per vender selling food/merchandise/fundraising \$ 50 (25 - collecting key, 25 - selling T-shirts)
- Set-up Fee: 50% of base event day rent per day  
This fee will be charged for any set up that is done prior to the day of the event. \$ \_\_\_\_\_
- Tear-down Fee: 50% of base event day rent per day  
This fee will be charged for any equipment, rental or personal, left on park property. (Incl. Sundays) \$ \_\_\_\_\_
- Other staffing charges: \$17-\$30/hour \$ \_\_\_\_\_
- Misc. \$ \_\_\_\_\_

City of Bloomington Parks and Recreation Department Special Event Application (PARK USE ONLY)

Date Received: \_\_\_\_\_ Fees Charged: \_\_\_\_\_

Partnership: \_\_\_\_\_ Parks Event: \_\_\_\_\_ Permit #: 13-04

Scheduled for Special Use Meeting Date: \_\_\_\_\_ Approved: [Signature]

City of Bloomington contact person: Judy Seigle

Telephone Number: 812-349-3710 Fax #: 812-349-3705

E-mail: seiglej@bloomington.in.gov

## Stay Active on the B-Line Trail

The B-Line Trail not only provides Bloomington residents and visitors a way to travel without using a vehicle, but is also an accessible place for walking or running for fitness.

Trail users should use caution when crossing city streets along the B-Line Trail. Vehicles are not required to stop at trail crossings.

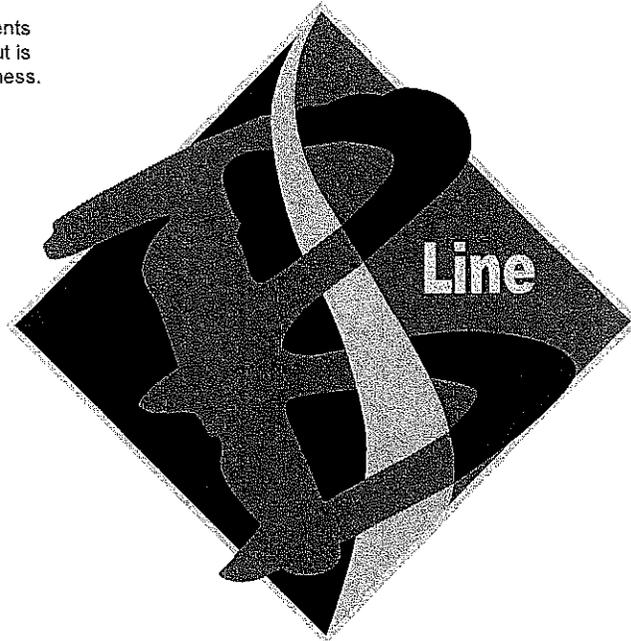
A series of fitness stations are included along the B-Line Trail thanks to a generous contribution from IU Health Bloomington. The fitness stations are located on the B-Line Trail just south of Kroger, and add a new dimension to exercise on the B-Line.

## Become a B-Line Backer!

The B-Line Trail not only provides Bloomington residents and visitors a way to travel without using a vehicle, but is also an accessible place for walking or running for fitness.

Trail users should use caution when crossing city streets along the B-Line Trail. Vehicles are not required to stop at trail crossings.

Two fitness stations are included along the B-Line Trail thanks to a generous contribution from IU Health Bloomington. The fitness stations are located on the B-Line Trail just south of Kroger, and add a new dimension to exercise on the B-Line.



# TRAIL

City of Bloomington Parks and Recreation Department  
401 N. Morton St. Ste. 250 Bloomington, IN 47404  
(812) 349-3700 • [bloomington.in.gov/B-Line Trail](http://bloomington.in.gov/B-Line Trail)

## Welcome to the B-Line Trail

The B-Line Trail is 3.1 miles long, and stretches from Adams Street on Bloomington's north side to Country Club Drive on Bloomington's south side. The paved, accessible trail is 12' wide and features easy access from any number of east-west streets along its length. The B-Line Trail connects with the Bloomington Rail Trail trailhead at Country Club Drive.

Parking is available along the street in select areas, and also in one of the City's parking garages: Garage Market at 7th and Morton Streets; Garage Art at 4th and Walnut Streets; and Garage Band at 7th and Walnut Streets.

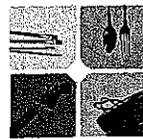
Four plazas on the B-Line Trail are constructed of brick pavers and provide gathering spaces for theater, music, speeches, and other forms of public art.

The Farmers' Market Plaza at 6th and Morton Streets hosts a variety of local farm vendors every Saturday between 8 a.m. and 1 p.m., April Through November. At the Farmers' Market Plaza is Plaza oneA, Bloomington's tribute to the First Amendment.

Animal Island Plaza at Fourth Street is next to the WonderLab Museum of Science, Health and Technology. Shade structures, picnic tables, and a drinking fountain are located at Animal Island Plaza.

The REALTOR Plaza is located behind the Convention Center at Third Street. The Bloomington Board of REALTORS made a substantial contribution toward the development of this plaza area.

## Public Art on the B-Line Trail



The downtown portion of the B-Line Trail is the "art"ery of the Bloomington Entertainment and Arts District (BEAD). The Trail features a growing inventory of murals and sculptures.



*Our Hometown* mural by the Bloomington Boys and Girls Clubs, is located on the north end of the Trail.

*Bloomington Banquet*, the B-Line Trail's signature art piece, is a limestone sculpture by Dale Enochs. The sculpture's table and chairs are made from Indiana limestone. *Bloomington Banquet* is located on the Farmers' Market Plaza at 6th and Morton Streets.

*Dancing Spirit*, a steel sculpture created in memory of Evan Farrell, a beloved member of the local independent music scene. *Dancing Spirit* is located on the B-Line Trail near 8th Street.

*Worlds Apart, Always Connected*, an Art Across the Americas cultural exchange mural, created in collaboration with Mayan youth from Guatemala. This mural can be found on the Orrego building on the Trail between Kirkwood Avenue and 4th Street.

*Animal Island* is a collaborative work by clients and staff of Stone Belt Arc, a local nonprofit that provides education and support to persons with disabilities. This sculpture is located along the Trail between 5th and 6th Streets.

*Figured Base*, a limestone music stand by Michael Van Vooren, is located at the corner of 6th and Morton Streets.

*Grass Sculpture* by Lara Moore is located on the Trail side of the Bloomington Convention Center building.



## Board of Public Works Staff Report

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**Project/Event:** Gray Era Productions Music Festival  
**Petitioner/Representative:** Amir Gray, Gray Era Productions  
**Staff Representative:** Miah  
**Meeting Date:** March 12, 2013  
**Event Date(s):** April 20, 2013

---

Amir Gray of Gray Era Productions is requesting a noise permit to host a concert event at Stadium Crossing. Concert sound would be comprised of amplified musical instruments, vocals and audience noise. Petitioner has stated that proceeds from the event would benefit Big Brothers Big Sisters.

Bloomington Police Department has stated that they do not support noise permits for events in close date proximity to Indiana University's Little 500 weekend.

It is staff policy to follow BPD's recommendations on noise permits, therefore staff recommends denial of this permit.

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

CITY OF BLOOMINGTON

NOISE PERMIT

ORGANIZATION Amic Gray (D.B.A. "Gray Era Productions")

ACTIVITY Music Festival

DATE OF EVENT Apr 20<sup>th</sup> TIME OF EVENT 5pm - 11pm

LOCATION OF EVENT Stadium Crossing (Area between houses

COST Tentatively \$10 PURPOSE To give students an alternative to the parties while creating a fun safe arts event that Bloomington can be proud of

SOURCE OF NOISE Musical Instruments and Sound Equipment

IS MUSIC AMPLIFIED Yes  No

WHAT INSTRUMENTS Tubay Piano, Bass, Guitar, Drumset... and more

OTHER INFORMATION A portion of the proceeds will go to Charity: Big Brothers Big Sisters.

CONTACT PERSON Amic Gray PHONE (219) 484-0372

ADDRESS 438 Varsity Ln Bloomington, IN 47408

SIGNATURE Amic E-MAIL ADDRESS: amicgray2@gmail.com

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

BOARD OF PUBLIC WORKS

\_\_\_\_\_  
Charlotte T. Zietlow, President

\_\_\_\_\_  
James McNamara

\_\_\_\_\_  
Dr. Frank N. Hrisomalos

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

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**Project/Event:** Blues on Blues Event

**Petitioner/Representative:** Trained Eye Arts Center

**Staff Representative:** Miah

**Meeting Date:** March 12, 2013

**Event Date:** Friday, March 29, 2013

---

The Trained Eye Arts Center is hosting a Blues on Blues event as a fundraiser for the Arts Center on Friday, March 29, 2013 from 5 p.m. - 10 p.m. at Windfall Dancers' studio and performance space at 1101 N Dunn St. They are requesting a Noise Permit so that they may have blues and jazz bands during the event.

Staff recommends approval of the request.

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

**CITY OF BLOOMINGTON**

**NOISE PERMIT**

**ORGANIZATION** \_\_\_\_\_ **Trained Eye Arts Center** \_\_\_\_\_

**ACTIVITY** \_\_\_\_\_ **Blues on Blues Event: A mix of Blues bands, a Blue mural painting workshop, and a Blues dance workshop** \_\_\_\_\_

**DATE OF EVENT** \_\_\_\_\_ **March 29, 2013** \_\_\_\_\_ **TIME OF EVENT** \_\_\_\_\_ **5:00 PM – 10:00 PM** \_\_\_\_\_

**LOCATION OF EVENT** \_\_\_\_\_ **Windfall Dancers, Inc., 1101 N Dunn St Bloomington, IN 47408** \_\_\_\_\_

**COST** \_\_\_\_\_ **PURPOSE** \_\_\_\_\_ **Educational and Fundraiser** \_\_\_\_\_

**SOURCE OF NOISE** \_\_\_\_\_ **Blues and Jazz Live Band Performances** \_\_\_\_\_

**IS MUSIC AMPLIFIED** Yes  No \_\_\_\_\_

**WHAT INSTRUMENTS** \_\_\_\_\_ **Drums, base guitar, electric guitar, piano, etc.** \_\_\_\_\_

**OTHER INFORMATION** \_\_\_\_\_

**CONTACT PERSON** \_\_\_\_\_ **Renee Mcshane** \_\_\_\_\_ **PHONE** \_\_\_\_\_ **219-928-0927** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_ **1955 N. College Ave, Apt 16, Bloomington IN, 47404** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **Renee S. McShane** \_\_\_\_\_ **E-MAIL ADDRESS:** \_\_\_\_\_ **renmcsha136@gmail.com** \_\_\_\_\_

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

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
**Charlotte T. Zietlow, President**

\_\_\_\_\_  
**James McNamara**

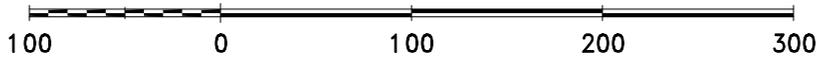
\_\_\_\_\_  
**Dr. Frank N. Hrisomalos**

\_\_\_\_\_

**Date**



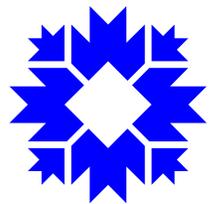
By: smithc  
8 Mar 13



For reference only; map information NOT warranted.



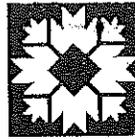
City of Bloomington  
Public Works



Scale: 1" = 100'



City of Bloomington  
H.A.N.D.



**City of Bloomington  
Housing and Neighborhood Development**

**Board of Public Works**

Meeting Date: 12 March 2013

Petition Type: Resolution for Notice by Publication

Address: 013-28210-00 Park Ridge Lot 41; commonly known as 207 S. Meadowbrook Ln.

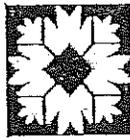
Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

Staff Report: 12 September 2013 Complaint from Neighborhood  
 19 September 2013 Sent Orders to Repair and Seal  
 26 October 2013 Mail returned Sent to probable address  
 01 February 2013 Sent Order to Repair and Seal BPW deadline  
 12 March 2013 Resolution for Notice by Publication

HAND has issued this Order to Seal and Repair this structure. There is open access that needs to be sealed and there are downed wires in the back yard. The Orders were mailed to all known addresses for the owner of this property and has posted the notice on the structure. All mailings have been returned as undeliverable. HAND is requesting this resolution to meet the requirements of notification for the Order to Seal and Repair.

Attachments: Orders, Resolution, Notice



City of Bloomington  
Housing and Neighborhood Development

## Order to Repair and Seal

Issued 24 October 2012 and Amended 01 February 2013

Arvind R. and Judith A. Parkhe  
1342 Cobble Creek Cir.  
Bloomington IN 47401

01 February 2013

Re: 013-28210-00 Park Ridge Lot 41, commonly known as 207 S. Meadowbrook Ave.

Dear Arvind and Judith Parkhe,

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

**Under the law, you have ten (10) days from the date this Order to Repair and Seal becomes final to seal the abandoned structure, located at the above-referenced property, against intrusion by any unauthorized person and to repair the downed power lines because it is considered unsafe under the law.** You have until 01 March 2013 to bring this property into compliance. In order for the building to be properly sealed, the following requirements have to be followed by you:

1. All ground and first floor openings (including those in the foundation) are required to be secured against intrusion, including the detached structure;
2. Eliminate any hazard associated with the downed power line in the back of the property;
3. A notice has to be posted on the building that prohibits anyone from entering the building.

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

If you fail to seal the building and repair the downed power lines in accordance with this Order, the following may occur:

1. The City of Bloomington will have to seal the building.
2. The City of Bloomington's Board of Public Works may charge you for a fine of up to \$5,000.00, under Indiana Code section 36-7-9-7, because if you fail to seal the building this is considered a willful failure to comply.
3. The City will have to bill you for any costs it incurred in sealing the building.

If the property remains sealed for a period of more than ninety (90) days after this Order is issued, the building has to be sealed and maintained according to all the following standards:

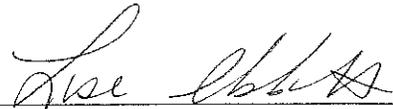
1. The building shall be sealed against intrusion by any unauthorized person;
2. The City of Bloomington will have to repair the downed power lines;
3. The building shall be sealed against the effects of weather;
4. Exterior improvements shall be made that will make the building compatible with other buildings in the area; and,
5. The premises shall be maintained in accordance with Title VI of the Bloomington Municipal Code.

After you have been issued and received notice of this Order and you have not complied, you are required under Indiana Code § 36-7-9-27, to supply full information regarding this Order to a person who takes or agrees to take a substantial property interest in the unsafe property before transferring or agreeing to transfer that interest.

Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe property, you are required to provide to HAND written copies of the full name, address, and telephone number of the person taking a substantial property interest in the property, and written copies of the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished.

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

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



\_\_\_\_\_  
Lisa Abbott

Director

Housing and Neighborhood Development

401 North Morton Street/P.O. Box 100

Bloomington, Indiana 47402

(812) 349-3401

State of Indiana )  
                                  )SS:  
County of Monroe )

Subscribed and sworn to before me a Notary Public this 6<sup>th</sup> day of February 2013.

Janet E Roberts  
Name of Notary Public

Janet E. Roberts  
Signature of Notary Public

Monroe  
Notary Public's County of Residence

4/22/2015  
Notary's Commission Expires

## CITY OF BLOOMINGTON NOTICE OF ORDINANCE VIOLATION

Date NOV issued: **24 October 2012**

Person(s) NOV issued to: **Arvind R. and Judith A. Parkhe**

Date violation discovered: **12 September 2012**

Location/address of violation: **013-28210-00 Park Ridge Lot 41; commonly known as 207 S. Meadowbrook Ave.**

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

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### Inspector's Report

A complaint was received regarding an unsafe structure at this location. The inspector was granted access to neighboring properties to evaluate the complaint and determined the complaint was valid. The following items shall occur to bring the property into compliance

1. Obtain any and all permits required to complete the work necessary to come into compliance with this Order to Repair and Seal;
2. All ground floor and foundation openings shall be sealed, including the detached building;
3. Downed electric wires shall be repaired or removed. This may require removal of trees or other vegetation to insure safe repair or removal and contact with power or other utility companies for repair and compliance;
4. The property shall be posted with "No Trespassing" signs

### Relevant Code Citations

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

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

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

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

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

**Notice by Publication**

**Order to Repair and Seal the Unsafe Structure at 207 S. Meadowbrook Dr. & Notification of Bid Letting to Repair and Seal Unsafe Structure at 207 S. Meadowbrook Dr.**

The individuals listed at the bottom of this Notice are hereby notified that the City of Bloomington HAND Department has issued an Order Repair and Seal, pursuant to Ind. Code 36-7-9-5, the structure located at 207 S. Meadowbrook Dr., whose legal description is 013-28210-00 Park Ridge Lot 41, Parcel Number 53-05-35-406-073.000-005. The structure shall be sealed from unauthorized entry and repaired by 4:00pm on 09 April 2013. A hearing will be held by the Board of Public Works on 09 April 2013 at 5:30 p.m. in the Council Chambers of City Hall, located at 401 North Morton Street, Bloomington, Indiana; any of the listed individuals, or their counsel, are permitted to attend this hearing where they may present evidence, cross-examine opposing witnesses and present arguments. If the structure is not sealed and repaired by 4:00pm on 09 April 2013, HAND will hire a private contractor to effectuate the terms of this Order to Repair and Seal via letting bids. HAND may be contacted at 812-349-3401 or 401 North Morton Street, P.O. Box 100, Bloomington, Indiana 47402.

Arvind R. and Judith A Parkhe

**207 S. Meadowbrook Ave.  
12 September 2012**





**BOARD OF PUBLIC WORKS**  
**RESOLUTION 2013-20**  
**Service by Publication Appropriate for**  
**Unsafe Structure at 207 S Meadowbrook Dr**

WHEREAS, the City of Bloomington Housing and Neighborhood Development (HAND) has issued an Order to Seal and Repair the structure located at 207 S Meadowbrook Dr. (the Property) because said structure is unsafe as defined by both Indiana Code 36-7-9 and Title 17 of the Bloomington Municipal Code; and

WHEREAS, HAND has issued a Notice to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, that if the Order to Repair and Seal is not complied with then HAND will seek bids from private contractors to repair the structures itself and that any costs associated therewith may be assessed as a lien against the Property; and

WHEREAS, HAND has attempted to notify the owner of record of the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, of both the Order to Repair and Seal and the Notice of Bid Letting in accordance with the notice requirements of Indiana Code 36-7-9-25, but said attempts have been unsuccessful despite all reasonable efforts made by HAND; and

WHEREAS, the Board of Public Works specifically concludes that HAND made a reasonable effort to obtain service of the Order to Repair and Seal and the Notice of Bid Letting in accordance with the notice requirements of Indiana Code 36-7-9-25(a), but that said efforts were unsuccessful.

WHEREAS, the Board of Public Works feels that as the service required by Indiana Code 36-7-9-25(a) has been unsuccessful, despite all reasonable attempts to perfect service, that it is appropriate for HAND to obtain legal service in accordance with Indiana Code 36-7-9-25(b) (i.e. via publication in the Herald Times Newspaper);

NOW, THEREFORE, BE IT RESOLVED:

That HAND shall provide service of its Order to Repair and Seal and Notice of Bid Letting via publication in the Herald Times Newspaper in accordance with the requirements of Indiana Code 36-7-9-25(b).

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

By: \_\_\_\_\_  
Charlotte Zietlow, President

By: \_\_\_\_\_  
Dr. Frank N. Hrisomalos

By: \_\_\_\_\_  
James McNamara, Vice President

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF MONROE    )

Before me, a Notary Public in and for said County and State, personally appeared Charlotte Zietlow, James McNamara, and Dr. Frank N. Hrisomalos, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

WITNESS, my hand notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

Resident of \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name of Notary

# MEMO:

**To: City of Bloomington Board of Public Works**  
**From: Patty Mulvihill, Assistant City Attorney**  
**Date: February 25, 2013**  
**Re: 2013 Abatement Contract**

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As you know, Chapter 6.06 of the Bloomington Municipal Code does primarily two things: (1) prohibits properties in Bloomington from being littered with garbage; and (2) prohibits properties in Bloomington from having grass or weeds that exceed the height of eight inches.

Unfortunately not all property owners in Bloomington always comply with this regulation; as such the City regularly issues fines and occasionally finds it necessary to ask this Board for permission to abate the violation.

In the past, when the City has sought an abatement order from this Board for a particular property it has come to this Board on at least two different occasions per property. The first time the City comes to the Board is to ask for permission to abate a property and to seek bids for said abatement. The second time the City comes to the Board it seeks the Board's approval of an abatement contract for said property. These two meetings take up a considerable amount of Board and staff time, not to mention it allows the property to remain in a state of violation for a longer than sometimes appropriate length of time.

In an effort to alleviate the burden on this Board and staff, and to better serve the community, the City has decided to try and change the format for how abatements are handled. Instead of doing a bid for services for each abatement, thus having to seek the Board's permission to enter into countless and numerous contracts each year, the City will instead seek this Board's permission to enter into an agreement with one service provider who will be the sole abatement provider for the City between March 12, 2013 and February 28, 2014.

In January the City submitted a request for proposals to approximately 30 known companies who provide abatement services within the City's jurisdiction. The City received 5 proposals in response. After reviewing each of those proposals the City has determined that Easy Go Lawn Care can provide the City with the lowest most responsible service.

If the Board awards this agreement, the City will use Easy Go Lawn Care for any and all abatements it needs performed in the next year. In other words, when the City needs to do an abatement in the future, it will only come to this Board one time—to seek permission to abate. The second meeting will no longer be necessary as this Board will have hopefully awarded a year-long exclusive agreement to Easy Go Lawn Care.

## AGREEMENT FOR ABATEMENT SERVICES

This Agreement, made and entered into this 12<sup>th</sup> day of March, 2013, by and between the City of Bloomington, Indiana, through its Housing and Neighborhood Development Department and Board of Public Works (hereinafter, "City"), and Easy Go Lawn Care, a private enterprise in the business of providing abatement services (hereinafter, "Service Provider")

### WITNESSETH:

WHEREAS, City has the authority and responsibility to ensure all properties located within the corporation boundaries are in compliance with Title 6 of the City's municipal code; and

WHEREAS, City relies upon private enterprises to abate any property located within the corporation boundaries if a violation of Title 6 remains uncorrected;

WHEREAS, the Service Provider is willing and able to perform this function for City; and

WHEREAS, certain conditions must be met and uniform procedures established to facilitate proper performance of this function by the City and the Service Provider.

NOW, THEREFORE, the Service Provider and the City, for the consideration stated herein, agree as follows:

1. **Scope of Work.** The Service Provider agrees to furnish all materials and equipment, and perform all work described in the attached Exhibit A, said Exhibit being specifically made a part of this Agreement, for any and all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works.
2. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in Exhibit A in a manner to meet high professional standards consistent with the Service Provider's profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
3. **Duration of Agreement.** This Agreement shall be in effect from March 14, 2013 to February 28, 2014. During the duration of this Agreement, the Service Provider shall abate all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works. However, the Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement's terms and conditions or for any other reason deemed appropriate by the party effectuating the termination.
4. **Time to Proceed and Time of Completion.** Upon the City notifying the Service Provider of an Abatement Order issued by the City of Bloomington Board of Public

Works, the Service Provider shall abate the relevant property within no more than ten (10) business days.

5. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted on the attached Exhibit A, said Exhibit being specifically made a part of this Agreement. Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within thirty (30) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction.
  
6. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or destruction of property other than the required abatement action, belonging to either the owner of any property being abated in connection with the performance required under this Agreement.
  
7. **Insurance.** *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to the HAND Department. Coverage shall be at least as follows:

CLASS OF COVERAGE	BODILY INJURY	AGGREGATE	PROPERTY DAMAGE
1. Commercial General Liability		\$500,000.00	\$200,000.00
2. Auto Owned, Hired or Leased	\$200,000.00	\$500,000.00	\$50,000.00
3. Workmen's Compensation & Employer's Liability	Statutory	\$200,000.00	

8. **Liens and Waivers of Liens.** The Service Provider agrees to waive, and does hereby waive and relinquish, all rights to a lien upon any real estate which is the subject of an Abatement Order subject to terms of this Agreement.
  
9. **Owner-Service Provider Side-Agreements.** During the life of this Agreement, no agreements between any property owner subject to an Abatement Order from the City's Board of Public Works and the Service Provider providing for work to be done on or off a property subject to an Abatement Order which outside the scope of this Agreement will be the responsibility of the City, and must be disclosed, in writing, to

the Housing and Neighborhood Development Department *before* commencement of any work to be done under the side-agreement; and none of the work part of a side-agreement should interfere with any work within the scope of this Agreement. The City is in no way responsible for payment, inspection, or any other aspect of any matter covered by any side-agreement between a property owner and the Service Provider.

10. **Subcontracts and Assignments.** No subcontract or assignment of this Agreement shall be made without the written consent of the City.
11. **Independent Contractor Status.** During the entire term of this Agreement, the Service Provider shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.
12. **Conflict of Interest.** The Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of work required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.
13. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
14. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
15. **Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
16. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.

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 County Circuit Court, Monroe County, Indiana.
18. **Non-Discrimination.** The Service Provider shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.
19. **Compliance with Laws.** In performing the work under this Agreement, the Service Provider shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, the Service Provider shall advise the City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
20. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:

Jo Stong  
HAND  
City Hall at Showers  
401 N. Morton Street  
Bloomington, IN 47401

Service Provider:

Michael Sullivan  
Easy Go Lawn Care  
5929 W. Koontz Road  
Bloomington, IN 47403

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Service Provider.

21. **Intent to be Bound.** The City and the Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
22. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

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

The Service Provider shall require any subcontractors performing work under this Agreement to certify to the Service Provider that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. The Service Provider shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

24. **Living Wage.** The Service Provider shall comply with City of Bloomington Ordinance 2.28.
25. **Iran.** The Service Provider shall swear under oath, via a signed affidavit, attached as Exhibit C, that it does not conduct business with Iran.
26. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment

to this Agreement in order to maintain the Service Provider's eligibility to perform under this Agreement.

In witness whereof, the City and the Service Provider have executed this Agreement upon the dates hereinafter set out.

**For the City:**

\_\_\_\_\_  
Charlotte Zietlow, President  
Board of Public Works

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Kruzan, Mayor  
City of Bloomington

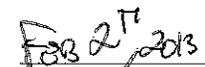
\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Abbott, Director  
Housing and Neighborhood Development

\_\_\_\_\_  
Date

**For Easy Go Lawn Care:**

  
\_\_\_\_\_  
Michael Sullivan, Owner  
Easy Go Lawn Care

  
\_\_\_\_\_  
Date

# MEMO:

**To: City of Bloomington Board of Public Works**  
**From: Patty Mulvihill, Assistant City Attorney**  
**Date: March 4, 2013**  
**Re: 2013 Unsafe Order to Seal Contract**

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As you know, Chapter 17 of the Bloomington Municipal Code primarily regulates how a building can be declared Unsafe and how the City can go about remediating the violation. Unfortunately not all property owners in Bloomington always comply with this regulation; as such the City regularly seeks this Board's assistance in declaring a structure unsafe and for permission to seal any unsafe building that the owner will not seal.

In the past, when the City has sought permission from this Board to order a property sealed it has come to this Board on at least two different occasions per property. The first time the City comes to the Board is to ask for permission to declare it necessary to seal a property and to seek bids for said sealing. The second time the City comes to the Board it seeks the Board's approval of a contract to seal said property. These two meetings take up a considerable amount of Board and staff time, not to mention it allows the property to remain in a state of violation for a longer than sometimes appropriate length of time.

In an effort to alleviate the burden on this Board and staff, and to better serve the community, the City has decided to try and change the format for how unsafe structures are sealed. Instead of doing a bid for services for each property which needs to be sealed, thus having to seek the Board's permission to enter into countless and numerous contracts each year, the City will instead seek this Board's permission to enter into an agreement with one service provider who will be the sole sealing of unsafe structures provider for the City between March 12, 2013 and February 28, 2014.

In January the City submitted a request for proposals to approximately several known companies who provide sealing services within the City's jurisdiction. The City received 1 proposal in response. After reviewing this proposal the City has determined that the proposal, put forth by Clark Excavating, can provide the City with the lowest most responsible service and is consistent with what the City had paid for the same service in the past.

If the Board awards this agreement, the City will use Clark Excavating for any and all sealing of unsafe structure in the next year. In other words, when the City needs to do have an unsafe building sealed in the future, it will only come to this Board one time—to seek permission to seal. The second meeting will no longer be necessary as this Board will have hopefully awarded a year-long exclusive agreement to Clark Excavating.

## AGREEMENT FOR SEALING UNSAFE STRUCTURES SERVICES

This Agreement, made and entered into this 12<sup>th</sup> day of March, 2013, by and between the City of Bloomington, Indiana, through its Housing and Neighborhood Development Department and Board of Public Works (hereinafter, "City"), and Clark Excavating, a private enterprise in the business of providing services which will seal unsafe structures (hereinafter, "Service Provider")

### WITNESSETH:

WHEREAS, City has the authority and responsibility to ensure all properties located within the corporation boundaries are in compliance with Title 17 of the City's municipal code; and

WHEREAS, City relies upon private enterprises to seal any unsafe property located within the corporation boundaries if a violation of Title 17 remains uncorrected;

WHEREAS, the Service Provider is willing and able to perform this function for City; and

WHEREAS, certain conditions must be met and uniform procedures established to facilitate proper performance of this function by the City and the Service Provider.

NOW, THEREFORE, the Service Provider and the City, for the consideration stated herein, agree as follows:

- 1. Scope of Work.** The Service Provider agrees to furnish all materials and equipment, and perform all work described in the attached Exhibit A, said Exhibit being specifically made a part of this Agreement, for any and all properties which are the subject of an Unsafe Order to Seal issued by the City of Bloomington Board of Public Works.
- 2. Standard of Care.** The Service Provider shall be responsible for completion of the work described in Exhibit A in a manner to meet high professional standards consistent with the Service Provider's profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
- 3. Duration of Agreement.** This Agreement shall be in effect from March 14, 2013 to February 28, 2014. During the duration of this Agreement, the Service Provider shall seal all unsafe properties which are the subject of an Unsafe Order to Seal issued by the City of Bloomington Board of Public Works. However, the Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement's terms and conditions or for any other reason deemed appropriate by the party effectuating the termination.

4. **Time to Proceed and Time of Completion.** Upon the City notifying the Service Provider of an Unsafe Order to Seal issued by the City of Bloomington Board of Public Works, the Service Provider shall seal the relevant property within no more than ten (10) business days.
  
5. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted on the attached Exhibit A, said Exhibit being specifically made a part of this Agreement. Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within thirty (30) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction.
  
6. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or destruction of property other than the required sealing action, belonging to either the owner of any property being sealed in connection with the performance required under this Agreement.
  
7. **Insurance.** *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to the HAND Department. Coverage shall be at least as follows:

CLASS OF COVERAGE	BODILY INJURY	AGGREGATE	PROPERTY DAMAGE
1. Commercial General Liability		\$500,000.00	\$200,000.00
2. Auto Owned, Hired or Leased	\$200,000.00	\$500,000.00	\$50,000.00
3. Workmen's Compensation & Employer's Liability	Statutory	\$200,000.00	

8. **Liens and Waivers of Liens.** The Service Provider agrees to waive, and does hereby waive and relinquish, all rights to a lien upon any real estate which is the subject of an Unsafe Order to Seal subject to terms of this Agreement.
  
9. **Owner-Service Provider Side-Agreements.** During the life of this Agreement, no agreements between any property owner subject to an Unsafe Order to Seal from the City's Board of Public Works and the Service Provider providing for work to be done

on or off a property subject to an Unsafe Order to Seal which outside the scope of this Agreement will be the responsibility of the City, and must be disclosed, in writing, to the Housing and Neighborhood Development Department *before* commencement of any work to be done under the side-agreement; and none of the work part of a side-agreement should interfere with any work within the scope of this Agreement. The City is in no way responsible for payment, inspection, or any other aspect of any matter covered by any side-agreement between a property owner and the Service Provider.

10. **Subcontracts and Assignments.** No subcontract or assignment of this Agreement shall be made without the written consent of the City.
11. **Independent Contractor Status.** During the entire term of this Agreement, the Service Provider shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.
12. **Conflict of Interest.** The Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of work required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.
13. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
14. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
15. **Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

16. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.
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 County Circuit Court, Monroe County, Indiana.
18. **Non-Discrimination.** The Service Provider shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.
19. **Compliance with Laws.** In performing the work under this Agreement, the Service Provider shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, the Service Provider shall advise the City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
20. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:

Mike Arnold  
HAND  
City Hall at Showers  
401 N. Morton Street  
Bloomington, IN 47401

Service Provider:

Joel Clark  
Clark Excavating  
6331 South Harmony Road  
Bloomington, IN 47403

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Service Provider.

21. **Intent to be Bound.** The City and the Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
22. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

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

The Service Provider shall require any subcontractors performing work under this Agreement to certify to the Service Provider that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. The Service Provider shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

24. **Living Wage.** The Service Provider shall comply with City of Bloomington Ordinance 2.28.
25. **Iran.** The Service Provider shall swear under oath, via a signed affidavit, attached as Exhibit C, that it does not conduct business with Iran.
26. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment

to this Agreement in order to maintain the Service Provider's eligibility to perform under this Agreement.

In witness whereof, the City and the Service Provider have executed this Agreement upon the dates hereinafter set out.

**For the City:**

\_\_\_\_\_  
Charlotte Zietlow, President  
Board of Public Works

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Kruzan, Mayor  
City of Bloomington

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Abbott, Director  
Housing and Neighborhood Development

\_\_\_\_\_  
Date

**For Clark Excavating:**

\_\_\_\_\_  
Joel Clark, Owner  
Clark Excavating

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

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**Project/Event:** Authorization to Advertise for Bids for Asphalt Materials

**Petitioner/Representative:** Street Department

**Staff Representative:** Joe VanDeventer

**Meeting Date:** March 12, 2013

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In order to efficiently plan for the 2013 construction season, we request the Board's permission to advertise for sealed bids relating to asphalt materials for patching and resurfacing projects.

Historical Asphalt Vendor and Price Chart		
Year	Vendor	Price Per Ton
2006	Dave O'Mara	\$27.90
2007	Rogers	\$32.15
2008	Rogers	\$33.65
2009	Rogers	\$48.25
2010	Milestone	\$41.00
2011	Dave O'Mara	\$37.95
2012	Dave O'Mara	\$38.75

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Recommend  Approval  Denial by Joe VanDeventer



## Board of Public Works Staff Report

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**Project/Event:** Authorization to Extend Contract for Enhanced Salt

**Petitioner/Representative:** Street Department

**Staff Representative:** Joe VanDeventer

**Meeting Date:** March 12, 2013

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In order to purchase ClearLane enhanced deicer material for 2013-14 winter season, we request the Board's permission to extend our existing contract with Cargill Deicing Technology.

Cargill has made an offer to extend our contract and agreed to sale the enhanced deicer material under the same terms, conditions, price and quantities as last year's contract. If the Board approves the extension, we will continue to pay \$77.05 per ton for an estimated 8,000 tons.

This is the 4<sup>th</sup> year that we have requested the Board to extend the contract which was originally awarded in 2009. Cargill has been very responsive to our needs, and has provided their product in a timely manner. Therefore, we would like to take advantage of this offer and recommend approval of this request.

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**Recommend**    **Approval**    **Denial by Joe VanDeventer**



February 25, 2013

Ms. Dana Workman  
Office of the Dept. of Public Works  
City of Bloomington  
401 N. Morton St.  
Bloomington, Indiana 47401

Dear Ms. Workman,

As a follow up to our previous conversations I wanted to confirm to the City of Bloomington, in writing, Cargill Deicing Technology's intent. CDT would be willing to renew the 2012-13 contract for the sale of ClearLane® enhanced deicer provided the same terms, conditions, price and quantities apply to a deicing salt contract for 2013-14. If the City of Bloomington is willing to accept the Cargill offer of \$77.05 per ton for an estimated 8,000 tons of ClearLane® please forward to me by March 11, 2013 the appropriate paperwork necessary to finalize an agreement. If you need anything additional feel free to contact me.

We have enjoyed our past relationship with the City of Bloomington and look forward to working with you in the future. Thank you for again considering Cargill for your deicing needs.

Sincerely,

*Tony DiPietro*

Strategic Account Manager  
Cargill Deicing Technology