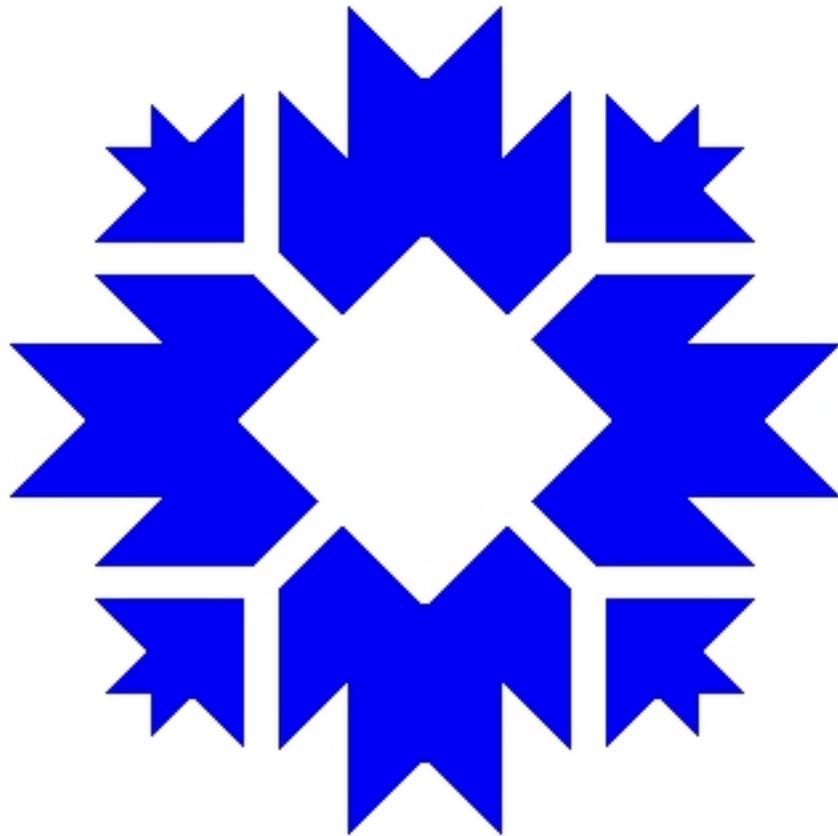


**Board of Public Works Meeting**

**April 9, 2013**



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

A Regular Meeting of the Board of Public Work to be Held Tuesday, April 9, 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 – March 26, 2013**
- III. PETITIONS & REMONSTRANCES**
- IV. TITLE VI ENFORCEMENT**
- V. HEARINGS FOR NOISE APPEAL**
- VI. OLD BUSINESS**
  - 1. Request Authorization to Abate 207 S. Meadowbrook Lane**
  - 2. Approve Agreement to Use Public Right of Way to Construct Pavilion Place at 601 N. Walnut Street**
  - 3. Resolution 2013-17: Request to Encroach into Public Right of Way with Public Improvements at 601 N. Walnut Street**
- VII. NEW BUSINESS**
  - 1. Approve Agreement to Use Public Right of Way to Construct Hyatt Hotel at 217 W. Kirkwood Avenue**
  - 2. Resolution 2013-27: Request to Encroach into Public Right of Way with Public Improvements at 217 W. Kirkwood Avenue**
  - 3. Resolution 2013-29: Request to Encroach into Public Right of Way with Sign by Whitehall Investments at 500 S. Liberty Drive**
  - 4. Resolution 2013-30: Use of Public Streets for National Bike to Work Day Block Party (Friday, 5/17)**
  - 5. Resolution 2013-31: Use of Public Streets for Bloomington Women Exposed Benefit Art Show (Saturday, 4/27)**
  - 6. Request for Noise Permit for the City of Bloomington Fire Department Fire Disaster Drill (Tuesday, 6/11 thru Thursday, 6/13)**
  - 7. Request for Noise Permit for the Porchfest Concert (Friday, 4/12)**
  - 8. Award Contract for Asphalt Materials for 2013**
  - 9. Award Contract for Concrete Materials for 2013**

**VIII. STAFF REPORTS & OTHER BUSINESS**

**IX. APPROVAL OF CLAIMS**

**X. ADJOURNMENT**

The Board of Public Works meeting was held on Tuesday, March 26, 2013 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

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

Present: Charlotte Zietlow  
James McNamara  
Frank Hirsomalos

**ROLL CALL**

City Staff: Susie Johnson - Public Works Director  
Joe VanDeventer – Street Department  
Patty Mulvihill – City Legal  
Jo Stong - HAND  
Laurel Archer - Public Works

None

**MESSAGES FROM  
BOARD MEMBERS**

McNamara made a motion to approve the minutes from March 12, 2013. Hrisomalos seconded the motion. The motion carried. The minutes from March 12, 2013 approved.

**APPROVAL OF  
MINUTES**

None

**PETITIONS &  
REMONSTRANCES**

None

**TITLE VI  
ENFORCEMENT**

None

**HEARINGS FOR NOISE  
APPEALS**

**OLD BUSINESS**

**NEW BUSINESS**

Alexander stated the petitioner has asked to table this until the next meeting.

**Approve Agreement to  
Use Public Right of Way  
to Construct Pavilion  
Place at 601 N. Walnut  
Street**

McNamara made a motion that Agenda item #1 be tabled until the next meeting. Hrisomalos seconded the motion. Motion passed. Agenda item tabled.

Alexander stated the petitioner has asked to table this item until the next meeting.

**Resolution 2013-17:  
Request to Encroach into  
Public Right of Way with**

McNamara made a motion that Agenda item #2 be tabled until the next meeting. Hrisomalos seconded the motion. Motion passed. Agenda item tabled.

**Public Improvements at  
601 N. Walnut Street**

Alexander stated Sandy Merritt is present. The petitioner is requesting to use the public right of way to install a small permaculture garden, if they are fortunate enough to receive a grant from HAND. Stella Ridge is a self contained neighborhood on the southeast side of Bloomington off of Smith, and north of Moores Pike and the St. James neighborhood. Staff feels they have a suitable location for the permaculture garden. Staff would like to assist with the location in order to assure there are no conflicts with vehicles or pedestrians in this area. Staff has prepared a Memo of Understanding which City Legal has reviewed. Staff recommended approval.

**Resolution 2013-21:  
Request to Encroach into  
Public Right of Way with  
Public Landscaping by  
Stella Ridge  
Neighborhood  
Association at 3829 E.  
Lydia Lane**

Alexander added this is Stella Ridge Neighborhood Association's first attempt at a HAND grant and they are starting small. The permaculture garden will be in the area on the north side of the main entrance to their development. There is no parking on that side of the street. There should be no problems with the type of plants they will install as far as line of site.

Sandy Merritt stated her community is very committed to putting in some native grasses in the future. The neighborhood does have a five year plan. The plan is to start out with a permaculture garden because it is organic and use it as a teaching tool to the young people in the neighborhood. This will be a great community project. The plot will be a 4' x 20' garden. It is the plan to restore native grasses and trees to the neighborhood as well.

Zietlow asked where it will be located. Merritt stated it will be located between the curb and the sidewalk. The highest plant will be a tomato plant.

McNamara asked for an explanation of a permaculture garden. Merritt stated permaculture means working with the land and not being invasive. There will be a small box that will sit on top of the soil. When that box is pulled up the land has not been invaded. With plowing it's possible to remove grasses which make the land susceptible to erosion. If in five years it is decided residents no longer want an organic garden, when the box is pulled up the good top soil works its way down into the garden and enhances the grass rather than invading the property.

McNamara made a motion to approve Resolution 2013-21: Request to encroach in the Public Right of Way with landscaping by Stella

Ridge Neighborhood Association at 3839 East Lydia Lane. Hrisomalos seconded the motion. The motion carried. Resolution 2013-21 approved.

Alexander stated this is from the Bryan Park Neighborhood Association and they have applied for a grant from HAND. This grant would allow them to enhance some areas in the neighborhood that have gone unattended the past few years. They are looking at some of the bump outs in their neighborhood. These spaces will be planted with low maintenance, low growing plants and flowers only. The request also includes a strip of land along the north side of the paved area of East Davis between Grant and Palmer. This location is where the largest amount of work will be done. This strip will include planter boxes, a park bench, a concrete pad for the bench, as well as some plants and vegetables. All areas are currently full of weeds. With the grant, the goal is to create an area that is aesthetically pleasing to the neighborhood while providing an opportunity for people to grow some fresh food. Staff recommended approval with two conditions; one is that they receive the grant from the HAND Department and that City staff has the opportunity to review the planting types before they are planted. A Memo of Understanding will be signed. Jan Sorby from the Neighborhood Association was present.

**Resolution 2013-22:**  
**Request to Encroach into**  
**Public Right of Way with**  
**Landscaping and Park**  
**bench by Bryan Park**  
**Neighborhood**  
**Association along E.**  
**Davis Street**

Jan Sorby gave a brief history of the section by Davis Street. She said the area is currently being used as a vegetable garden and there is a Yellowwood tree, which are becoming scarce. This is the area where the planned park bench will go, making it a destination spot. Above ground boxes will keep silt from running into the water source and will also help people with food insecurities, as well as provide a safety barrier for vehicles who might end up in the creek.

Zietlow asked who will clean up the area on the other side of the waterway. Sorby stated the other side of the waterway is private property. Zietlow asked who would manage the landscaping. Sorby stated the neighbor would and there are already by-laws in place. Sorby added Boy Scout #148 will help as part of an Eagle Scout project. There have already been over 35 people for the neighborhood volunteer.

McNamara asked if Public Works has assumed maintenance responsibility for the bump-outs. Sorby stated the neighbors have maintained some of them.

McNamara wondered about jurisdiction and if these are considered an extension of the tree plot. Sorby wasn't sure if that had ever been

answered but the neighbors have taken responsibility. Some have become overgrown and a site problem so the neighborhood association cuts it back.

Zietlow asked what type of plants. Sorby stated they will be native plants. Ecologic has given an estimate for specifying what types of plants, soil testing, and mulch. The neighbors will do all the planting and maintaining. Sorby stated she has asked Public Works to help get rid of some of the embedded trees at Templeton.

McNamara asked if the Parks Department was involved. Sorby stated no. McNamara asked if the strip by Templeton was irrigated. Sorby stated it was not.

Alexander stated he is not clear whose responsibility this has been in the past, but its obvious no one has taken much care of them. With this approval and grant it will clarify someone has taken responsibility.

McNamara wanted to make sure the process of receiving a HAND grant and the Board of Public Works approval are completely independent processes. McNamara didn't feel Board approval should weigh on the HAND grant approval process. Alexander explained they working closely with HAND staff to develop a project that is believed will be approved.

McNamara made a motion to approve Resolution 2013-22: Request to encroach into public right of way with landscaping and park bench by Bryan Park Neighborhood Association along East Davis Street subject to staff conditions and approval. Hrisomalos seconded the motion. The motion passed. Resolution 2013-22 approved.

Alexander stated the petitioner is requesting the use of the public right of way in the Eastside Neighborhood for a neighborhood park. They have applied for a grant from HAND. The area is a strip of land between Eastside Drive and Mitchell where the Hunter Street right of way is located; the road was never built. There is a multi-use path there currently. The grant would provide funds to improve both entry ways with brick pavers, neighborhood signs, some screening, and plantings. This is a heavily traveled route by both bicyclists and pedestrians. The proposed enhancements have been viewed by staff at the City. The plan has been tweaked several times to satisfy any concerns of different City departments. A resolution has been prepared for the Board to sign and for the neighborhood to sign. Staff recommends approval with the condition they receive the grant. The petitioners were not present. Alexander stated he has

**Resolution 2013-23:**  
**Request to Encroach into**  
**Public Right of Way with**  
**Landscaping and other**  
**Enhancement by Eastside**  
**Neighborhood**  
**Association along E.**  
**Hunter Avenue**

volunteered himself to assist with overseeing the laying of the brick pavers to ensure they are done properly.

Zietlow asked if there is water there. Alexander stated there is an open creek with a limestone wall.

Zietlow asked what is the range of the HAND grant awards. Alexander was not sure of the dollar amount range but did know there are adequate funds to support these improvements.

Zietlow certainly felt all the requests were enhancements to the neighborhoods.

Hrisomalos wondered if they would continue with native planting. Rick stated yes.

McNamara made a motion to approve Resolution 2013-23: Request to encroach in public right of way with landscaping and other enhancements by Eastside Neighborhood Association along East Hunter Avenue. Hrisomalos seconded the motion. The motion passed. Resolution 2013-23 approved.

Michaelsen explained this is the 12th year for this downtown bike race which will happen late afternoon and early evening on Saturday, July 27. The event supports the Bloomington Boys and Girls Club. This event has been going on for 11 years, with no complaints that staff is aware of. The organizers expect approximately 200 riders. Staff recommended approval of this event as Bloomington is a bicycle town.

**Resolution 2013-24: Use of Public Streets for the Bloomington Cycling Grand Prix Race (Saturday, 4/20)**

Michaelsen added this race has occasionally been in June, but now it will be in July. The route was discussed. Michaelsen stated no one has complained. The businesses have been notified and no feedback has been received.

McNamara made a motion to approve Resolution 2013-24: Use of Public Streets for the Bloomington Cycling Grand Prix Race on Saturday, July 27th. Hrisomalos seconded the motion. The motion passed. Resolution 2012-24 approved.

Michaelsen stated this is the 5<sup>th</sup> annual run walk and will be held on Saturday, April 20th from 9 a.m. until 11:00 a.m. This event raises funds for housing patients while they are being treated at the Midwest Proton Radiotherapy Institute. The run is based out of the Sherwood Oaks Christian Church area, and for the most part, the runners will run the streets through The Stands subdivision. A

**Resolution 2013-25: Use of Public Streets for HoosiersCare 5K Run (Saturday 4/20)**

Parade Permit has been issued by BPD pending approval of this request by the Board of Public Works. This is an event that has happened in the same location and structure for the past five years successfully.

Kim Clark stated she is one of the team members putting together this race. The parade permit was approved providing the group could confirm law enforcement. Even though this is Little 500 weekend, the group was able to confirm law enforcement. Alliance Security Inc. which is coordinated by the Indiana State Police Alliance will provide security. Law Enforcement will be positioned at the corner of Sare and Rogers. The race starts at 9:00 a.m. From past history, the road going southbound will only need to be shut about 15 to 20 minutes. The apartment complexes in the area will be notified and will send out emails to their residents. Notifications are also sent to the residents of Coppertree by door hanger to them know the date, time, and location, so they will be mindful there will be runners in the area.

Zietlow asked if this had staff approval. Miah stated it does.

McNamara made a motion to approve Resolution 2013-26: Use of Public Streets for HoosiersCare 5K Run on Saturday, April 20th. Hrisomalos seconded the motion. The motion passed. Resolution 2013-26 approved.

Michaelsen stated the Magnificent 7 Road Race series in sponsoring a 7K run on Saturday, April 27, 2013 which will start at 1:00 p.m. and should be completed within two hours. The route includes E. Miller Drive, S. Henderson Street, E. North Drive, E. South Drive, S. Winslow Court, Burberry Lane, E. Graham Drive, E. Hickory Stick Drive, Moss Creek Circle, E. Moss Creek Drive, S. Highland Avenue and S. Maxwell Street. This is a fundraiser for the Magnificent 7 Race Series. The Magnificent 7 Race Series is an all-volunteer organization which supports other races throughout the region by providing guidance and infrastructure support, as well as a website about the run and other runs going on in the area. They also promote and market the races to assist them in meeting their overall fund-raising goals while also working to encourage participation in physical activity. BPD has issued a Parade Permit pending Board of Public Works Approval. Staff recommended approval.

**Resolution 2013-26: Use of Public Streets for the Magnificent 7 Road Race Series (Saturday, 4/27)**

McNamara asked if these were full road closures. Miah stated they are not full closures.

Zietlow asked for clarification that the fund raiser is a fund raiser to

perpetuate more fund raisers. Michaelsen stated it is a fund raiser to perpetuate more races.

Zietlow asked how they notify the people in the neighborhoods. Miah stated they are asked to provide notice through signage or direction notification. These are temporary closures for runners to pass through and are fairly brief stretches of time. As part of the Resolution they are asked to notify the media, as well as, BPD, Fire, Transit and the affected neighborhoods. It also does come out in the standard road closure list that is published every week.

McNamara made a motion to approve Resolution 2013-26: Use of Public streets for the Magnificent 7 Road Race Series on Saturday, April 27th. Hrisomalos seconded the motion. The motion passed. Resolution 2013-26 approved.

Miah explained the petitioner is Collins Living and Learning Center at Indiana University. They will be hosting Collins Fest from 10:00 a.m. until 6:00 p.m. on Saturday, April 13th, with a rain date of April 14th at the Center on Woodlawn Avenue. As part of Collins Fest, five (5) bands will be playing in the courtyard. Event organizers are requesting a Noise Permit. The Collins Living-Learning Center stresses academics, community, diversity, sustainable living, and student empowerment through a variety of campus and community focused project and initiatives. Staff recommended approval

**Request for Noise Permit  
for the Collins Fest  
(Saturday, 4/13)**

McNamara stated for the record he is an alumnus of Collins, when it was known as MRC. Ms Smith stated Collins has a long history.

Ashleigh Smith stated Collins Fest is held every April as a spring get together/end of year event. There will be multiple bands. There will be community involvement among different groups within Collins. There will be face painting and a pie for charity. The money donated will go to Middle Way House. All the bands are Collins members or members of the community. The event will be from 10 a.m. - 6:00 p.m.

Zietlow asked if all the sound would be sent over toward Woodlawn. Ms. Smith stated yes.

McNamara made a motion to approve Noise Permit for Collins Fest on Saturday, April 13th. Hrisomalos seconded the motion. The motion passed. Noise Permit approved.

Michaelsen stated the New Belgium Brewing Company is hosting the Clips Beer and Film Tour, formerly known as the Eclipse of Faith

**Request for Noise Permit  
for the Clips Beer and**

Film Festival, on Friday, May 31st from 7:00 p.m. until 11:00 p.m. in Bryan Park. As part of the event, they are requesting a Noise Permit during those hours for recorded music, stage announcements and the films' audio during the event. It is in the third year at Bryan Park. It serves as a fund raiser for the Center for Sustainable Living. The event has proved to be quite popular and well attended. New Belgium Brewing Company has received permission from the Parks Department to utilize the park area for this purpose.

**Film Tour (Saturday, 5/31)**

Zietlow asked where they show the films. Michaelsen stated they use the Parks Departments' inflatable screen.

McNamara stated the permit request goes until 11:00 p.m. which is later than the standard. He added he had no problem with the film, but wondered about the recorded music. McNamara wondered if there was a way to bifurcate the permit for separate times for the music and film.

Susie Johnson suggested there be a condition of approval that the recorded music cease at 10, but the film to continue until 11:00 p.m.

Michaelsen pointed out that their application that the first hour and a half of the show music is played and the last half is film soundtrack.

McNamara made a motion to approve request for Noise Permit for the Clips Beer and Film Tour on Friday, May 31st until 11:00 p.m. with no live or recorded music played after 10:00 p.m. Hrisomalos asked if they would be serving beer. Michaelsen said they would. Hrisomalos asked about the location of the Center for Sustainable Living. Michaelsen stated it used to be on Walnut, but is not sure they have a physical location currently. They are very active and have some visible programs, such as the Bicycle Project. Miah stated it is an umbrella organization to support other sustainable initiatives. Hrisomalos wanted to make sure the money went to the correct place. Zietlow stated it is a 501 organization so there is accountability. Hrisomalos seconded the motion. The motion passed. Noise permit for Clips Beer and Film Tour approved as motion stated.

Michaelsen stated this is Lotus at 20. As part of Lotus' 20th anniversary celebration, Lotus will be hosting a variety of special music events in the community. This concert will be held in Waldron, Hill & Buskirk Park on Thursday, May 16 from 7:00 p.m. - 9:00 p.m. and will feature Christine Balfa & Balfa Toujours, Cajun musicians from Breaux Bridge, Louisiana. Michaelsen added she has heard them and they are fabulous. Lotus is requesting a Noise Permit during those hours for amplified live music and stage

**Request for Noise Permit for the Lotus Concert (Thursday, 5/16)**

announcements. The event is free and open to the public. Lotus has received permission from the Parks Department to rent the park for this event. Staff recommended approval of the request. Lorraine Martin from Lotus is present.

Ms. Martin stated this is the 3rd Concert in the "Lotus at 20" Concert Series. Lotus wanted to do something for their 20th anniversary that would be accessible to many in the community. There has been one concert already, there will be another at the end of April at the Buskirk Chumley Theatre, and then this will be the third one.

McNamara made a motion to approve Request for Noise Permit for the Lotus Concert on Thursday, May 16th. Hrisomalos seconded the motion. The motion passed. Noise Permit approved.

None

**STAFF REPORTS &  
OTHER BUSINESS**

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

**APPROVAL OF  
CLAIMS**

McNamara moved to adjourn the meeting. Hrisomalos seconded the motion. Meeting adjourned at 6:25 p.m.

**ADJOURNMENT**

Accepted by:

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

\_\_\_\_\_  
James McNamara, Vice President

\_\_\_\_\_  
Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



City of Bloomington  
H.A.N.D.

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

**Meeting Date:** 09 April 2013

**Petition Type:** Title 17 Request for permission to abate

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

**Petitioner:** Housing and Neighborhood Development (HAND)

**Inspector:** Michael Arnold

**Staff Report:**

|                   |  |
|-------------------|--|
| 12 September 2012 | Complaint from Neighborhood                    |
| 19 September 2012 | Sent Orders to Repair and Seal                 |
| 26 October 2012   | 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           |
| 19 March 2013     | Notice in Herald Times and posted on structure |
| 26 March 2013     | Notice in Herald Times                         |
| 09 April 2013     | Request permission to abate                    |

HAND is requesting permission seal this structure and to repair the downed power lines in the back yard. HAND has a contract with Clark Excavating as approved by this Board to do seal the structure. HAND will contact Duke Energy or other appropriate utilities providers regarding the downed lines.

**Staff Recommendation:** Approve request to abate this structure

**Conditions:** Maintain the structure in accordance with Indiana Code 36-7-9-5 and in accordance with all conditions of the Order to Repair and Seal

**Attachments:** Photos, orders.



City of Bloomington  
H.A.N.D.

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

**Meeting Date:** 09 April 2013

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**Conditions:** Maintain the structure in accordance with Indiana Code 36-7-9-5 and in accordance with all conditions of the Order to Repair and Seal

**Attachments:** Photos, orders.



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:

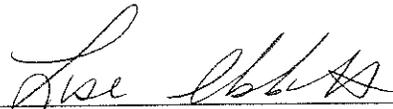
1. The building shall be sealed against intrusion by any unauthorized person;
2. The City of Bloomington will have to repair the downed power lines;
3. The building shall be sealed against the effects of weather;
4. Exterior improvements shall be made that will make the building compatible with other 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 comply 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;

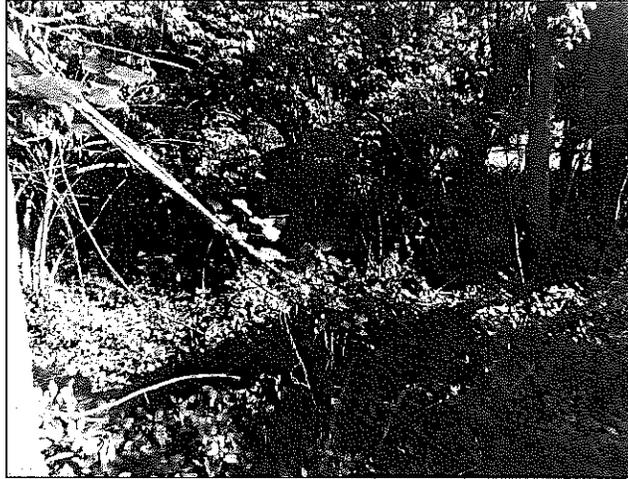
- (5) Dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance; or
  - (6) Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance;
- is considered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

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









## Board of Public Works Staff Report

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**Project/Event:** Use of the Public Right of Way at Pavilion Place

**Staff Representative:** Rick Alexander

**Petitioner/Representative:** Tom Ritmann/Gilliatte Gen Contractors

**Date:** March 20, 2013

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**Report:** Gilliatte has been contracted to build the new Pavilion Place building at the northwest corner of 10<sup>th</sup> and Walnut. The building will encompass nearly the entire lot. Consequently, there is no room on private property to stage the construction. The project is scheduled to start in April and be completed in August.

**Recommendation and Supporting Justification:** Due to the fact that there is no room on site to build, staff recommends allowing the contractor to utilize the public right of way north of 10<sup>th</sup> Street and on the west side of Walnut. A memo of understanding has been prepared for Gilliatte to sign. There are adequate pedestrian facilities on the south side of 10<sup>th</sup> and the east side of Walnut to accommodate foot traffic. OSHA recommends separating foot traffic and construction traffic where possible.

**Recommend**  **Approval**  **Denial** by \_\_\_\_\_

**Memorandum of Understanding  
Between  
City of Bloomington Public Works Department  
And  
Gilliatte General Contractors**

This Memorandum of Understanding (MOU) between the City of Bloomington Public Works Department, (hereafter “Public Works”) and Gilliatte General Contractors, (hereinafter “Gilliatte”) outlines the binding conditions places upon Gilliatte, and agreed to by Gilliatte, in exchange for use by Gilliatte, its agents and subcontractors, of certain public right-of-way during the construction of the Pavilion Place building at 601 North Walnut Street, at the real property located on the northwest corner of North Walnut and West 10<sup>th</sup> Street in Bloomington, Indiana (hereinafter the “Construction Site.”)

1. This MOU shall cover the time period from March 26<sup>th</sup>, 2013 through August 9<sup>th</sup>, 2013 inclusive.
2. Public Works shall allow Gilliatte to block and restrict from general public usage the parking lane and the sidewalk east of the property and directly adjacent to the Construction Site. Gilliatte shall coordinate the placement of any and all construction notification and detour signage with the City Engineering Department including vehicular and pedestrian signage.
3. Gilliatte shall install and maintain, to the satisfaction of the City of Bloomington Engineering Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices (M.U.T.C.D), and must be approved by the City Engineering Department.
4. Gilliatte shall also be solely responsible for any and all costs associated with any non-scheduled outages of the BDU system which might occur as a result of work done in conjunction with the construction site.
5. Gilliatte shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Traffic Division at all requested points for permanent signage replacement, which will be performed by the Traffic Division.
6. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
7. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on

this project, in addition to any remedy or action spelled out in this MOU or available under law.

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

City of Bloomington  
Department of Public Works

Gilliatte General Contractors

By: \_\_\_\_\_  
Susie Johnson, Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Kruzan, Mayor

Date: \_\_\_\_\_







## Board of Public Works Staff Report

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**Project/Event:** Encroachments in the Right of Way at Pavilion Place

**Staff Representative:** Rick Alexander

**Petitioner/Representative:** Pavilion Inc Properties

**Date:** March 20, 2013

---

**Report:** Pavilion has received permits to replace the existing building at 601 North Walnut with a new building to be known as Pavilion Place. The new building will have a canopy over the entry at the east end that encroaches into the right of way but not over the sidewalk. It will extend into the right of way by 2 feet, be at least 14 feet above grade and be 12 feet long. Planning requires bike racks and street lights and there are two sets of bike racks in the right of way and two street lights along 10<sup>th</sup> Street that will also be in the right of way.

**Recommendation and Supporting Justification:** City staff has reviewed the request and prepared an encroachment agreement to allow the canopy, lights and bike racks to be located in the right of way. A hold harmless agreement has also been prepared by staff. With these agreements in place, staff recommends approval of the request.

**Recommend**  **Approval**  **Denial** by \_\_\_\_\_

**BOARD OF PUBLIC WORKS  
RESOLUTION 2013-17**

**Encroachments at 601 North Walnut Street**

**WHEREAS**, Pavilion Inc. Properties, (“Owner”) owns the real property located at 601 North Walnut Street; and

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

**WHEREAS**, Pavilion Inc. Properties intends to build the Pavilion Place building at this location; and

**WHEREAS**, Owner has requested that it be allowed to install the following multiple encroachments over the public sidewalk adjacent to its business including a canopy, two (2) bike racks and two (2) street light poles: 1. On the east side, facing North Walnut, the canopy will extend two feet and one inch (2’1”) into the right of way and will be fourteen feet and eight inches (14’8”) above the grade of the sidewalk and will be twelve feet (12’) in width. 2. The first bike rack will be located four feet (4’) west of the east property line and four feet (4’) south of the south property line. The second bike rack will be thirty-nine feet (39’) west of the east property line and four feet (4’) south of the south property line. 3. The first street light will be nine feet (9’) east of the east property line and thirty-seven feet (37’) north of the south property line. The second street light will be three feet (3’) south of the south property line and eighteen feet (18’) east of the west property line.

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

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

1. Owner agrees to maintain all described encroachments and to keep them in a safe and good condition.
2. Encroachments shall not deviate from the design which is attached as Exhibit A of this resolution, without the Owner resubmitting the design to the Board of Public Works for approval. Exhibit A is attached hereto and incorporated herein.
3. This resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
4. The terms of this agreement shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if Board determines the encroachment is undesirable in terms of the general welfare of the City.
5. Owner understands and agrees that if City or public utility needs to work in said area for any reason, and the encroachments need to be removed to facilitate City or utility, the removal shall be at the sole

expense of Owner and that the City shall not be responsible for any damage which may occur to them by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.

6. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successor. However, if successor wishes to change any of the encroachments in any way, successor shall return to the Board of Public Works for permission to replace or modify said encroachments prior to any change being made.
7. Mark Hoffman, as member of Pavilion Inc. Properties, agrees by signing that he has full power by proper action to enter into the agreement and has authority to do so.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**Board of Public Works**

**Pavilion Inc. Properties**

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

\_\_\_\_\_  
Mark Hoffman, Member

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

\_\_\_\_\_  
Date

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

State of Indiana )  
 ) SS:  
County of Monroe )

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Mark Hoffman, member of Pavilion Inc. Properties, and acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Witness my hand and official seal

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

My Commission expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

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

State of Indiana )  
 ) SS:  
County of Monroe )

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

Witness my hand and official seal

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

My Commission expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

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

**RELEASE, HOLD HARMLESS  
AND  
INDEMNIFICATION AGREEMENT**

**WHEREAS**, Pavilion Inc. Properties, which is located at 601 North Walnut Street, in Bloomington, IN, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the airway above the sidewalk adjacent to the building at 601 North Walnut Street, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, to install a canopy, two (2) bike racks and a street light pole over RELEASEE'S property; and

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

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

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

Mark Hoffman, as member of Pavilion Inc. Properties, represents and certifies that he has been fully empowered to execute this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on behalf of RELEASOR.

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

"RELEASOR"

"RELEASEE"

\_\_\_\_\_  
Mark Hoffman, Member  
Pavilion Inc. Properties

\_\_\_\_\_  
City of Bloomington







## Board of Public Works Staff Report

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**Project/Event:** Use of the Public Right of Way at the Hyatt Hotel at 217 W. Kirkwood

**Staff Representative:** Rick Alexander

**Petitioner/Representative:** Shiel Sexton/Ian Prewitt

**Date:** April 9<sup>th</sup>, 2013

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**Report:** Shiel Sexton contractors have been hired to build the new Hyatt Hotel at 217 W. Kirkwood. The property is bordered by Kirkwood, Fourth, Gentry and the B-Line trail and is between Wonder Lab and the Chase Bank. The businesses along Gentry are most affected by the construction as this will limit access to Olympus Properties parking lot used by their tenants including Bloomingfoods Offices. Accommodations are being made for those tenants to park in other areas when the lot is inaccessible.

**Recommendation and Supporting Justification:** The Hyatt Hotel building will encompass the entire lot leaving no adjoining room for staging the construction except for the public right of way. Staff has met with representatives of both the owner and the contractor to determine how best to provide for the new building. It is recommended that the contractor be allowed to enclose the area that includes Gentry Street between Kirkwood and Fourth, the parking area on the south side of Kirkwood and the north side of Fourth as well as the area east of the B-Line trail with fencing. This would also include the east/west alley south of the Chase Bank and west of South College. The developers have already received approval from the Parks Board to utilize the area west of the building that is in their jurisdiction. OSHA recommends separating foot traffic and construction traffic where possible. There are adequate sidewalks on the south side of 4<sup>th</sup> and the north side of Kirkwood and the B-Line and the Gentry Street sidewalk will remain open to connect both. A memo of understanding (attached) has been prepared to allow the use of the right of way. Staff recommends approval provided that the petitioner agrees to the conditions of the MOU.

**Recommend**  **Approval**  **Denial** by \_\_\_\_\_

**Memorandum of Understanding  
Between  
City of Bloomington Public Works Department  
And  
Shiel Sexton Contractors**

This Memorandum of Understanding (MOU) between the City of Bloomington Public Works Department, (hereafter “Public Works”) and Shiel Sexton Contractors, (hereinafter “Shiel Sexton”) outlines the binding conditions placed upon Shiel Sexton, and agreed to by Shiel Sexton, in exchange for use by Shiel Sexton, its agents and subcontractors, of certain public right-of-way during the construction of the Hyatt Hotel at the real property located at 217 West Kirkwood Avenue, in Bloomington, Indiana (hereinafter the “Construction Site.”)

1. This MOU shall cover the time period from April 10th, 2013 through June 2<sup>nd</sup>, 2014 inclusive.
2. Public Works shall allow Shiel Sexton to block and restrict from general public usage the parking lane and the sidewalk east of the property and directly adjacent to the Construction Site. Shiel Sexton shall coordinate the placement of any and all construction notification and detour signage with the City Engineering Department including vehicular and pedestrian signage.
3. Shiel Sexton shall install and maintain, to the satisfaction of the City of Bloomington Engineering Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices (M.U.T.C.D), and must be approved by the City Engineering Department.
4. Shiel Sexton shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Traffic Division at all requested points for permanent signage replacement, which will be performed by the Traffic Division.
5. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
6. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.

7. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
8. Shiel Sexton agrees to release, hold harmless and forever indemnify the City of Bloomington, Indiana, its Engineering and Public Works Departments, its Board of Public Works and its employees, officers and agents from any and all claims or causes of action that may arise from personal injury, property damage, and /or any other type of claim which may arise from Shiel Sexton's activities, whether such claims may be brought by the City of Bloomington or by any third party.
9. Any and all closures of the travel lanes will require a one week advance notice to the City Engineering Department, the city transit service and emergency services. Any lanes closed without proper prior notification may result in a fine of \$500.00.
10. Prior to beginning any work, Shiel Sexton shall provide the City Engineering Department with a phone contact list for their supervisory personnel and for their sub-contractors.
11. Shiel Sexton shall make its on-site supervisory personnel available for bi-weekly meetings with the City Engineering Department staff for progress updates.

City of Bloomington  
Department of Public Works

Shiel Sexton

By: \_\_\_\_\_  
Susie Johnson, Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Kruzan, Mayor

Date: \_\_\_\_\_

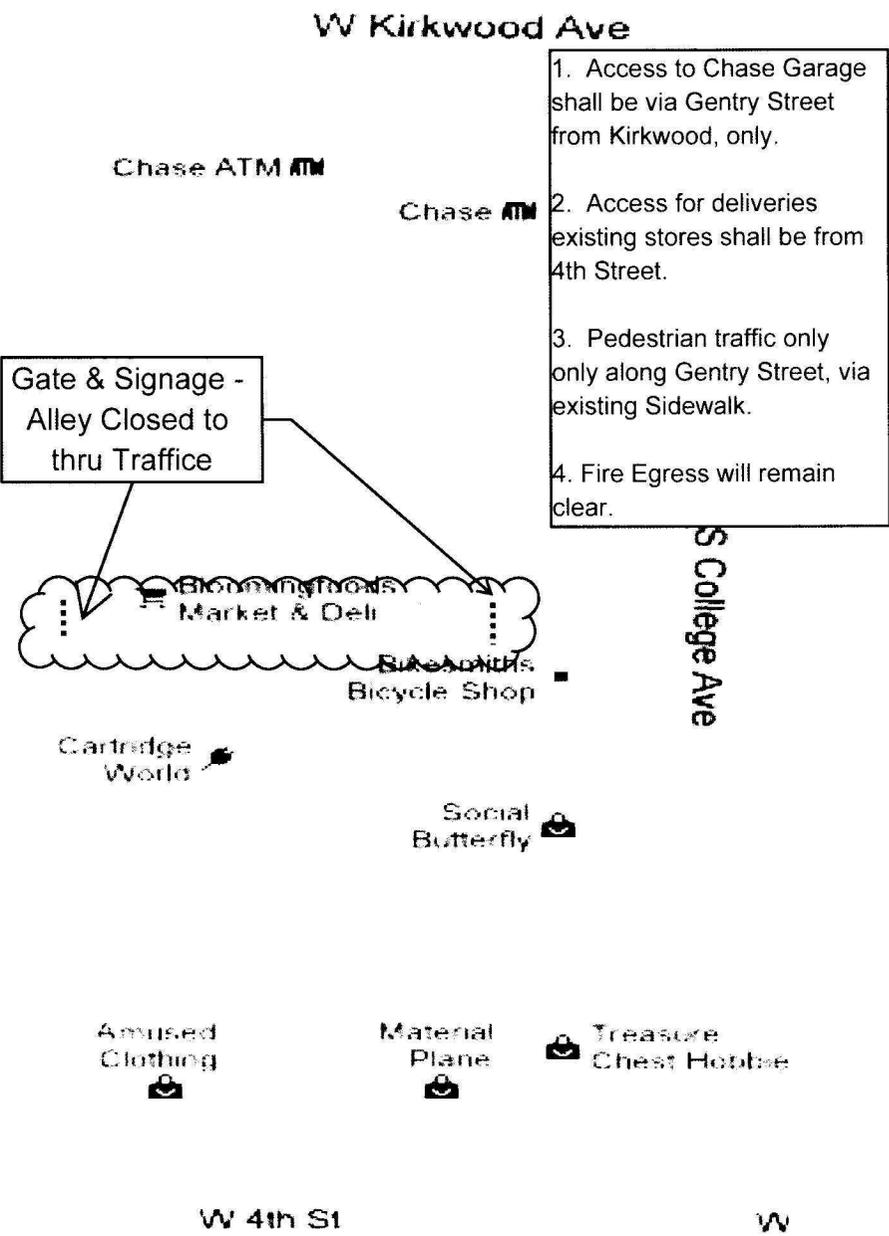
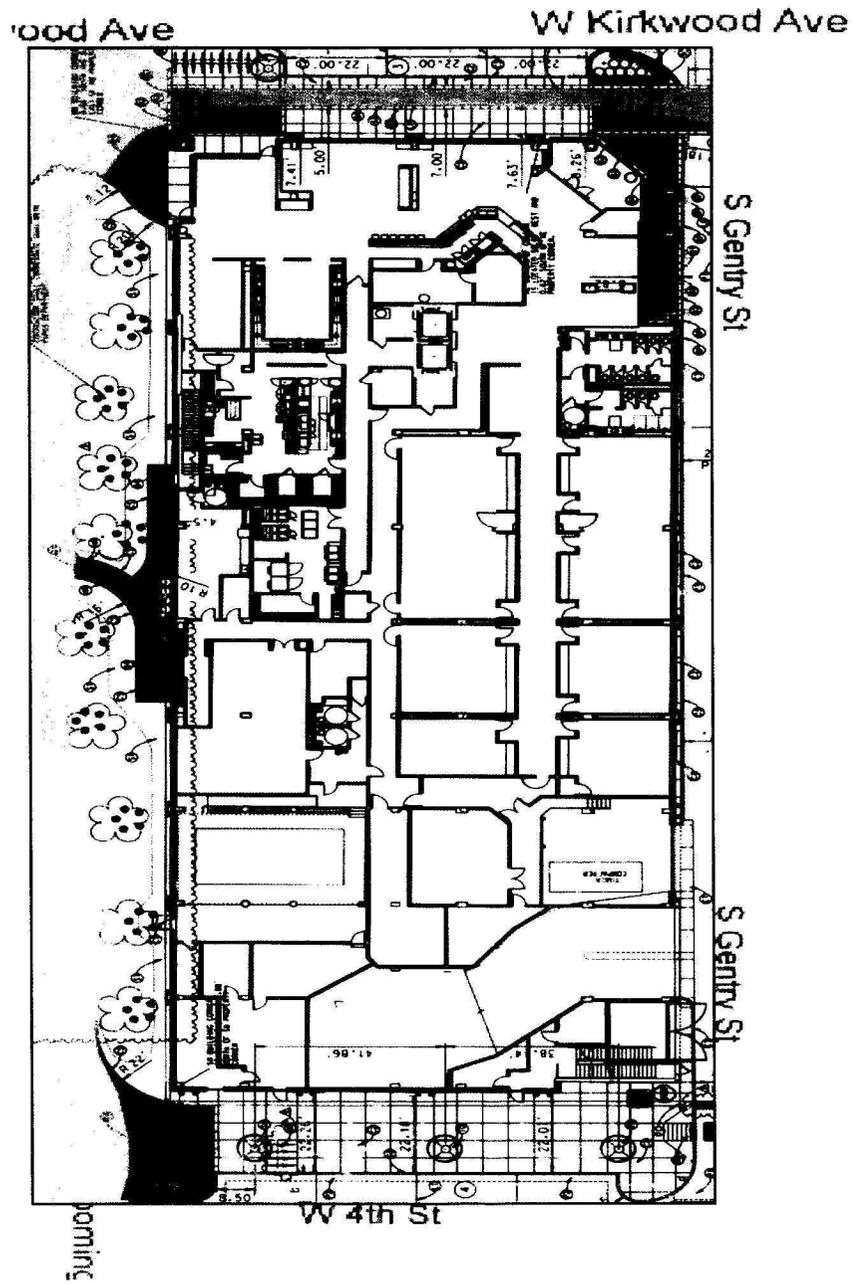


HYATT PLACE . Bloomington, Indiana

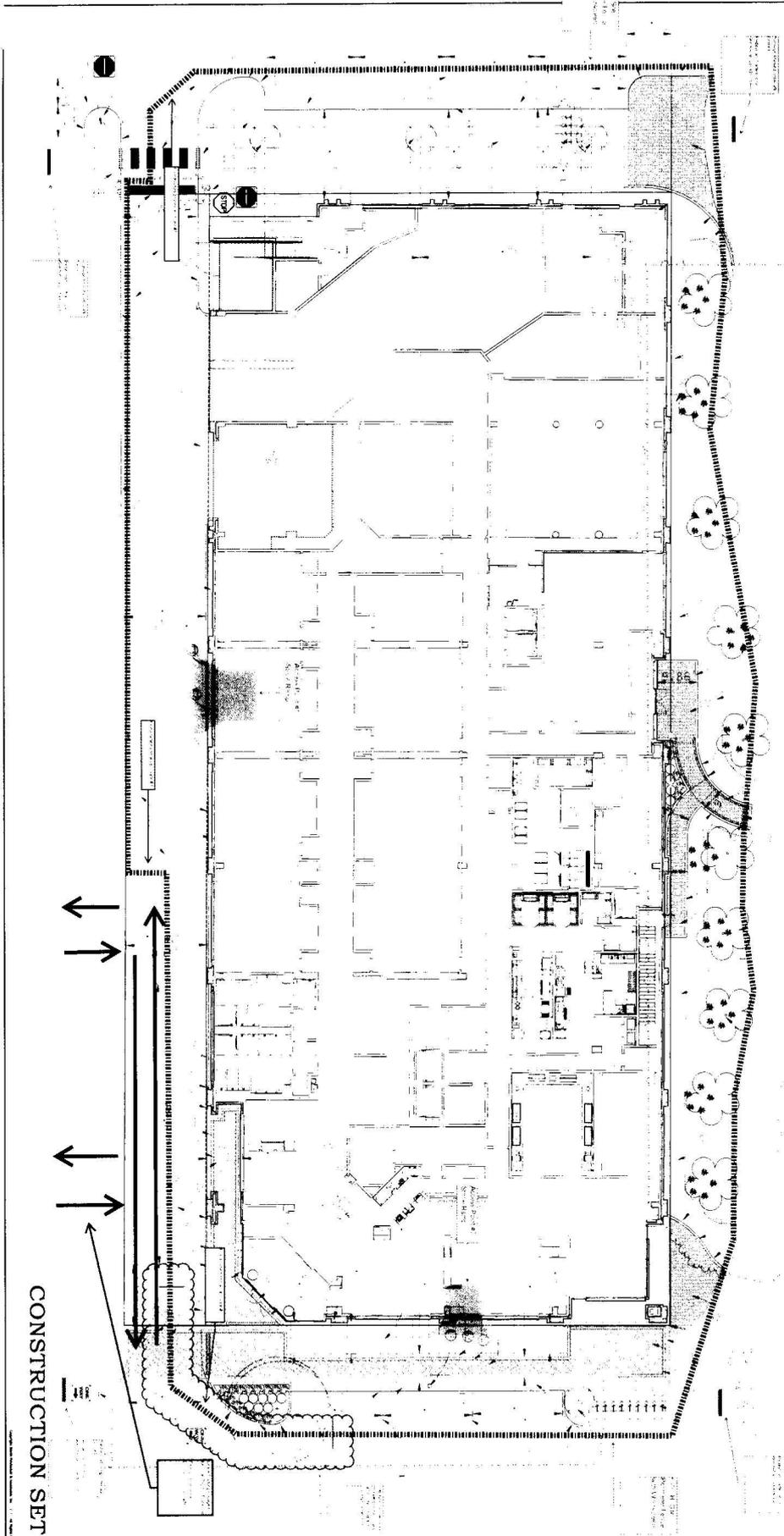
WHITE LODGING



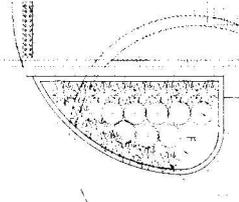
Perspective View Looking South at Dusk



1. Access to Chase Garage shall be via Gentry Street from Kirkwood, only.
2. Access for deliveries existing stores shall be from 4th Street.
3. Pedestrian traffic only only along Gentry Street, via existing Sidewalk.
4. Fire Egress will remain clear.



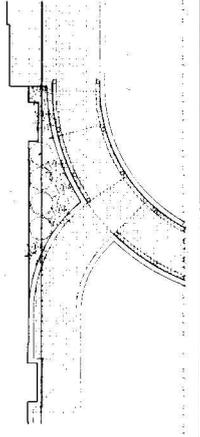
ENTRY ISLAND DETAIL  
SCALE: 1" = 5'



LANDSCAPE NOTES

| NO. | DESCRIPTION |
|-----|-------------|
| 1   | ...         |
| 2   | ...         |
| 3   | ...         |
| 4   | ...         |
| 5   | ...         |
| 6   | ...         |
| 7   | ...         |
| 8   | ...         |
| 9   | ...         |
| 10  | ...         |

B-LINE EXIT ISLAND DETAIL  
SCALE: 1" = 5'



**GENERAL NOTES**

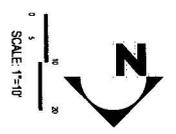
1. SEE GENERAL NOTES TO THE PROJECT.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BLOOMINGTON SPECIFICATIONS.
3. THE LANDSCAPE SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BLOOMINGTON SPECIFICATIONS.
5. THE LANDSCAPE SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

MATERIALS LEGEND

GENERAL NOTES

SITE PLAN NOTES

SITE LEGEND



CONSTRUCTION SET

4851  
SHEET  
C201  
1/25/13  
SITE PLAN

| REVISIONS   | BY | DATE |
|---|----|------|
| 1. Add construct payments on material legend and along site border.   |    |      |
| 2. Name site bar and signage north at Center and 4th. Name site bar on 10th Street east. Add dimensions showing distance on name to Center and 10th. Changes requested by City Engineering. |    |      |
| 3. Add necessary & agreed sidewalk per City Dept. west side.  |    |      |
| 4. Add 8' turn-out lanes. Add new grade control wall west.  |    |      |
| 5. Add City Police ordinance along 8' turn-out.   |    |      |

JOB TITLE  
**HYATT PLACE**  
217 W. KIRKWOOD AVE.



South Neuberker & Associates, Inc.  
433-B Clarian Boulevard  
Bloomington, Indiana 47401  
Telephone: 812-236-8036  
Fax: 812-236-0117  
Web: www.sna-inc.com

Site Legend Page 1



## Board of Public Works Staff Report

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**Project/Event:** Encroachments in the public right of way at the Hyatt Hotel

**Staff Representative:** Rick Alexander

**Petitioner/Representative:** Bloom HP, LLC/ Jeremy Stepheson

**Date:** April 9<sup>th</sup>, 2013

---

**Report:** A new Hyatt Hotel has been approved for construction at 217 West Kirkwood which is between Gentry Street, West 4<sup>th</sup>, the B-Line trail and Kirkwood. They have requested a bundle of encroachments including signage, bike racks, canopies and meter pit. The building was approved by the plan commission and is virtually a property line to property line development leaving no room for the above mentioned items on private property.

**Recommendation and Supporting Justification:** The signage encroachments are typical of the kind we have seen in the downtown area in the past. All of them are well above the grade of the sidewalk and would not impede or interfere with pedestrian traffic. The bike rack is a Planning requirement and both it and the meter pit are in suitable locations out of the clear pathway of the sidewalk. An agreement with exhibits of the encroachments has been prepared by staff and reviewed by the legal department. If approved, it will need to be signed by a representative of the petitioners and signed by this board. Staff recommends approval of the encroachment agreement.

**Recommend**  **Approval**  **Denial** by \_\_\_\_\_

**BOARD OF PUBLIC WORKS**  
**RESOLUTION 2013-27**  
**Encroachments at 217 West Kirkwood Avenue**

**WHEREAS**, Bloom HP, LLC, (“Owner”) owns the real property located at 217 West Kirkwood Avenue; and

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

**WHEREAS**, Bloom HP, LLC intends to build a Hyatt Hotel at this location: and

**WHEREAS**, Owner has requested that it be allowed to install the following multiple encroachments adjacent to its business including canopies, blade signs, a bike rack and a water meter pit and valve: 1. On the southeast corner of the hotel, a blade sign would extend one foot and eight inches (1’8”) out from the building encroaching over the public right of way and shall be at least thirteen feet (13’) above the sidewalk grade and without additional support as depicted in Exhibit “A”. 2. On the southeast corner of the hotel, a canopy would extend ten feet and ten inches (10’10”) out from the building and shall be at least eleven feet (11’) above the sidewalk grade as depicted in Exhibit “A”. 3. On the northeast corner of the hotel, a blade sign would extend out from the building two feet four inches (2’4”) over the public right of way and shall be at least twenty feet (20’) above the sidewalk grade as depicted in Exhibit “B”. 4. On the northeast corner of the hotel, a canopy would extend ten feet five inches (10’5”) out from the building over the public right of way and shall be at least twelve feet (12’) above the sidewalk grade as depicted in Exhibit “B”. 5. In the public right of way of West Fourth Street, a bike rack would be installed on the public sidewalk at approximately ten feet (10’) south of the south property line and thirty feet (30’) east of the west property line of 217 West Kirkwood Avenue as depicted in Exhibit “C”. 6. A water meter pit and valve of approximately ten feet by five feet (10’ x 5’) in size and under the sidewalk would be installed in the public right of way of West Fourth Street at approximately ten feet (10’) east of the west property line and ten feet (10’) south of the south property line of 217 West Kirkwood Avenue. The post indicator valve piping of the meter set would extend through and above the sidewalk grade for a length of approximately four feet (4’) as depicted in Exhibit “C”. 7. On the southeast side of the hotel, a blade sign would extend eight inches (8”) out from the building and into the public right of way and shall be at least twelve feet (12’) above the grade of the sidewalk as depicted in Exhibit “D”.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Bloomington agrees not to initiate any legal action against Owner for the installation of the canopies, blade signs, bike rack or watermeter pit and valve over the public right of way, provided that:

1. Owner agrees to maintain all described encroachments and to keep them in a safe and good condition.
2. Encroachments shall not deviate from the design which is attached as Exhibits A, B, C and D of this resolution, without the Owner resubmitting the design to the Board of Public Works for approval. Exhibits A, B, C, and D are attached hereto and incorporated herein by reference.
3. This resolution is not intended to relieve Owner of any provisions of any applicable zoning or

Resolution 2013-27

other ordinance or statute that may apply to the property.

4. The terms of this agreement shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if Board determines the encroachment is undesirable in terms of the general welfare of the City.
5. Owner understands and agrees that if City or public utility need to work in said area for any reason, and the encroachments need to be removed to facilitate City or utility, the removal shall be at the sole expense of Owner and that the City shall not be responsible for any damage which may occur to them by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
6. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successor. However, if successor wishes to change any of the encroachments in any way, successor shall return to the Board of Public Works for permission to replace or modify said encroachments prior to any change being made.
7. Lawrence E. Burnell, as member of Bloom HP, LLC, agrees by signing that he has full power by proper action to enter into the agreement and has authority to do so.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**Board of Public Works**

**Bloom HP, LLC**

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

\_\_\_\_\_  
Lawrence E. Burnell, Member

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

\_\_\_\_\_  
Date

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

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MONROE     )

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Paul Pruitt, member of Urbanhospitality1, LLC, and acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Witness my hand and official seal

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

My Commission expires: \_\_\_\_\_  
County of Residence:     \_\_\_\_\_

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

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MONROE     )

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

Witness my hand and official seal

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

My Commission expires: \_\_\_\_\_  
County of Residence:     \_\_\_\_\_

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

**RELEASE, HOLD HARMLESS  
AND  
INDEMNIFICATION AGREEMENT**

**WHEREAS**, Bloom HP, LLC, which is located at 217 West Kirkwood Avenue, in Bloomington, IN, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the airway above and in the sidewalk adjacent to the building at 217 West Kirkwood Avenue, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, to install canopies, blade signs, bike rack and watermeter pit and valve over and in RELEASEE'S property; and

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

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

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

Lawrence E. Burnell, as member of Bloom HP, LLC, represents and certifies that he has been fully empowered to execute this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on behalf of RELEASOR.

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

"RELEASOR"

"RELEASEE"

\_\_\_\_\_  
Lawrence E. Burnell  
Member, Bloom HP, LLC

\_\_\_\_\_  
City of Bloomington



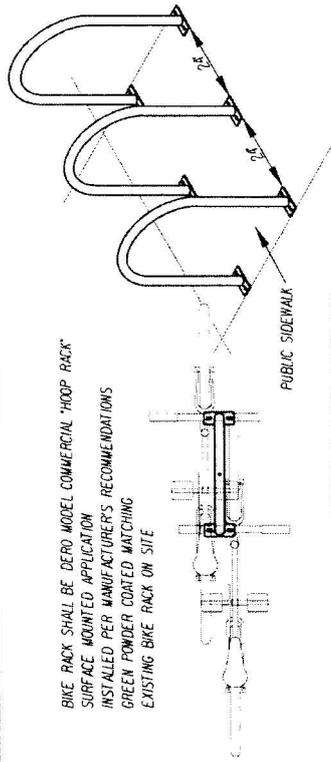
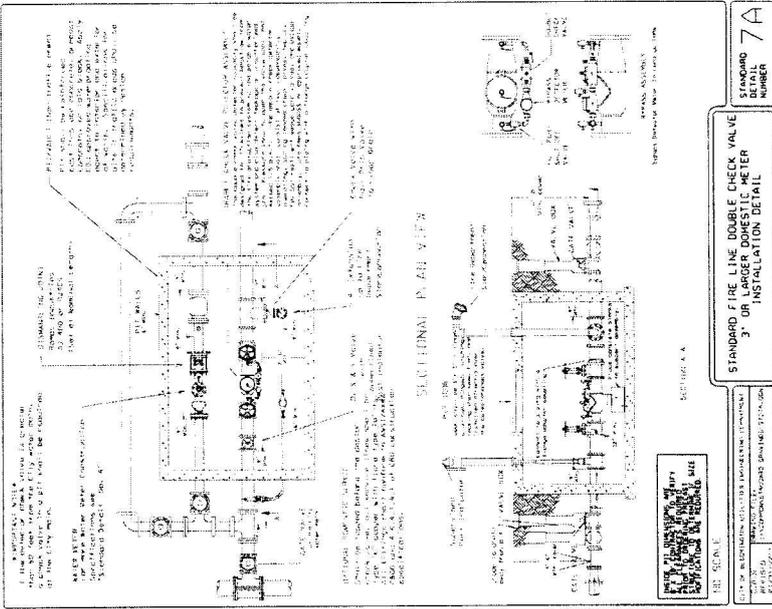
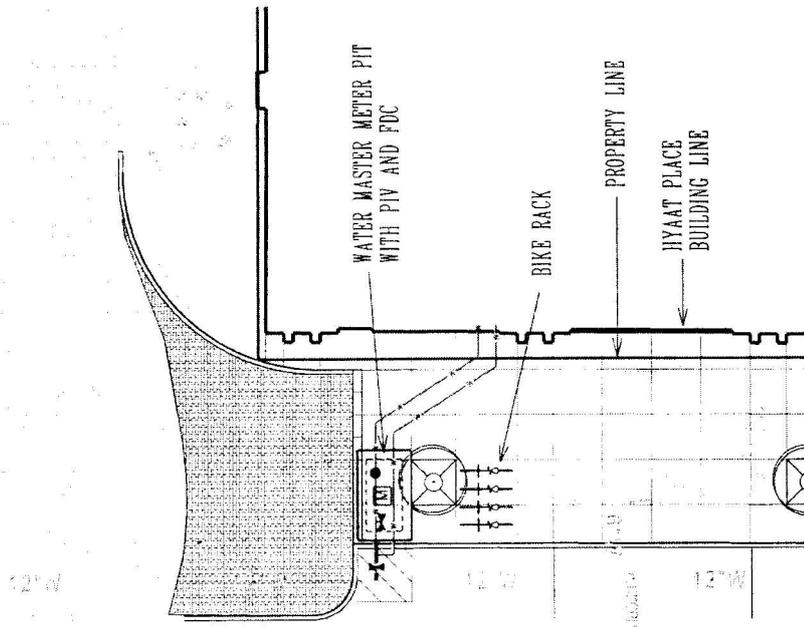
HYATT PLACE . Bloomington, Indiana

WHITE LODGING



Perspective View Looking South at Dusk

EXHIBIT "C"



BIKE RACK SHALL BE DERO MODEL COMMERCIAL "HOOP RACK" SURFACE MOUNTED APPLICATION INSTALLED PER MANUFACTURER'S RECOMMENDATIONS GREEN POWDER COATED FINISHING EXISTING BIKE RACK ON SITE

SMITH NEUBECKER & ASSOCIATES, INC.  
 453 S. CLARIZZ BOULEVARD  
 BLOOMINGTON, INDIANA, 47401  
 TELEPHONE: (812) 336-6536  
 FAX: (812) 336-0513  
 WWW.SNAINC.COM

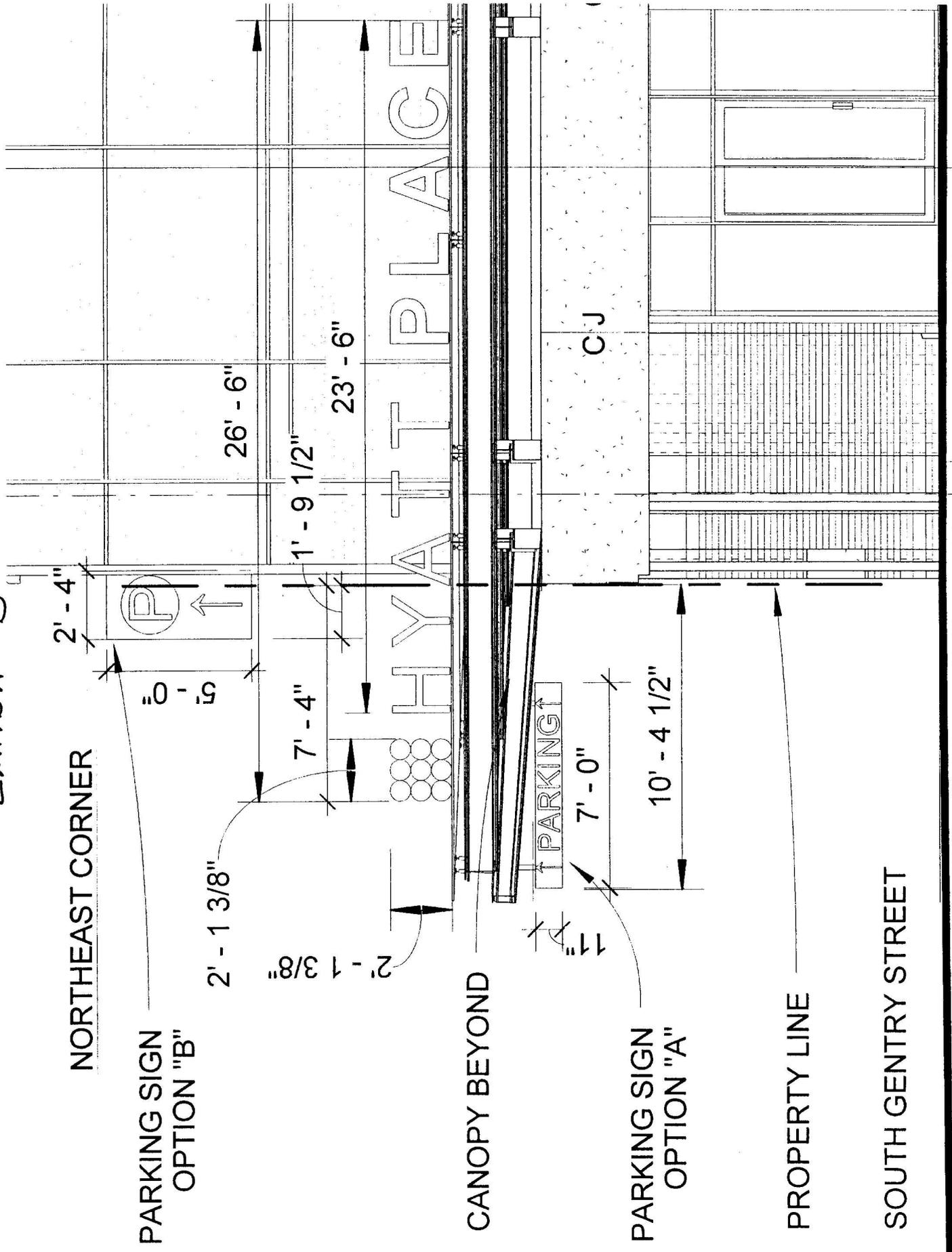
**SN**

HYATT PLACE  
 METER PIT AND BIKE RACK ENCROACHMENT EXHIBIT

SCALE: 1" = 20'

DRAWN: SAB DATE: 2-26-13

EXHIBIT "B"



NORTHEAST CORNER

PARKING SIGN  
OPTION "B"

CANOPY BEYOND

PARKING SIGN  
OPTION "A"

PROPERTY LINE

SOUTH GENTRY STREET

SOUTHEAST CORNER

1' - 8"

2' - 5 1/2"

P  
A  
R  
K  
I  
N  
G

12' - 0"

BLADE SIGN

EAST CANOPY BEYOND

11"

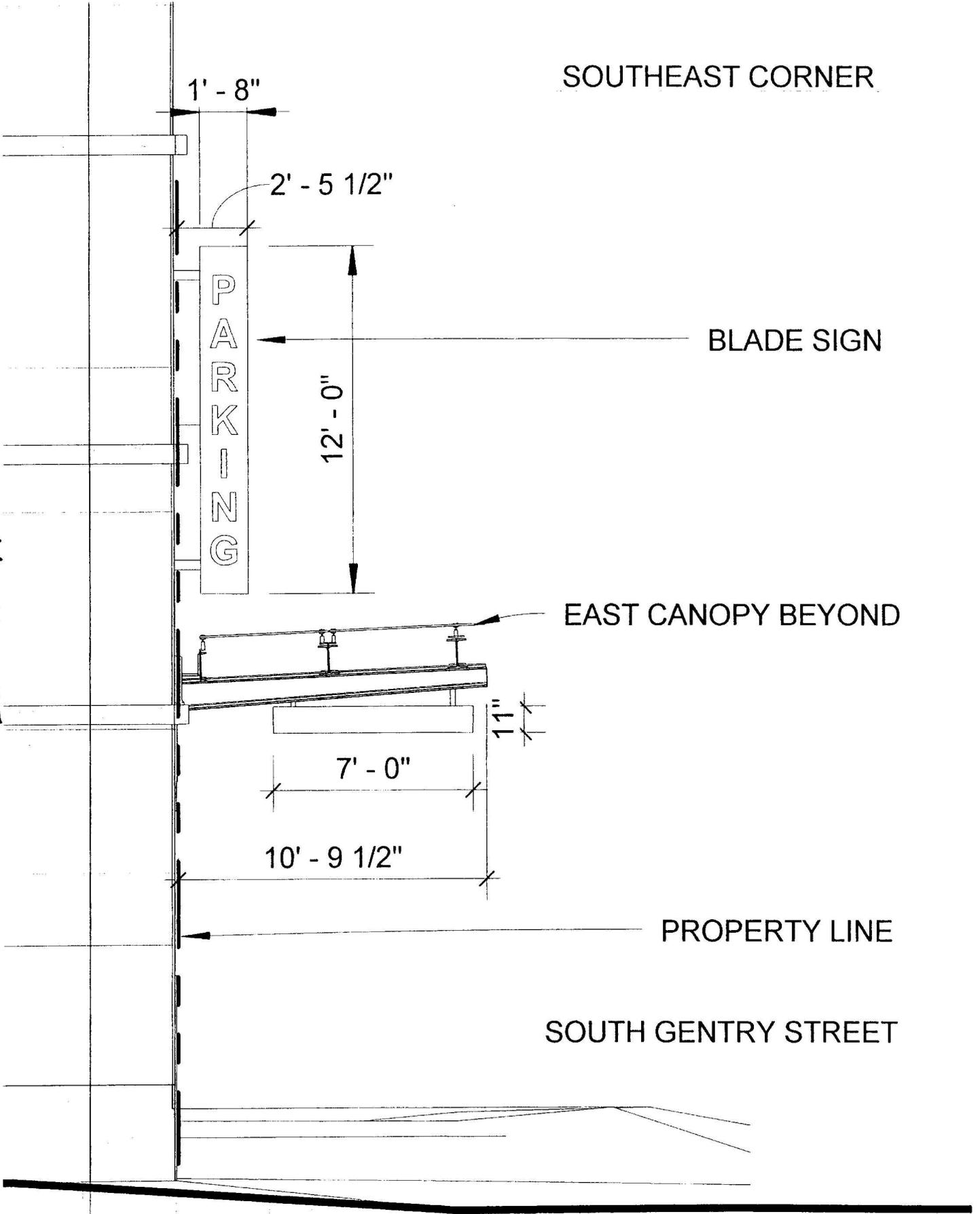
7' - 0"

10' - 9 1/2"

PROPERTY LINE

SOUTH GENTRY STREET

EXHIBIT "A"



SIGNAGE AT SOUTHWEST CORNER

1' - 0"

12' - 0"

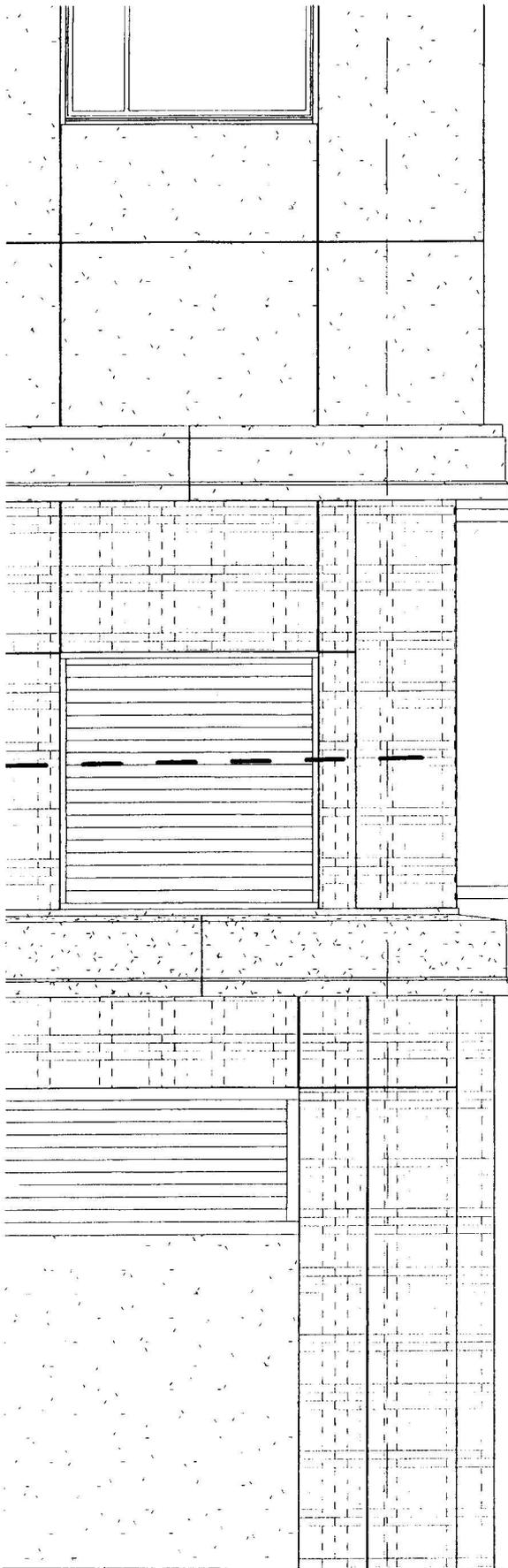
1' - 8"

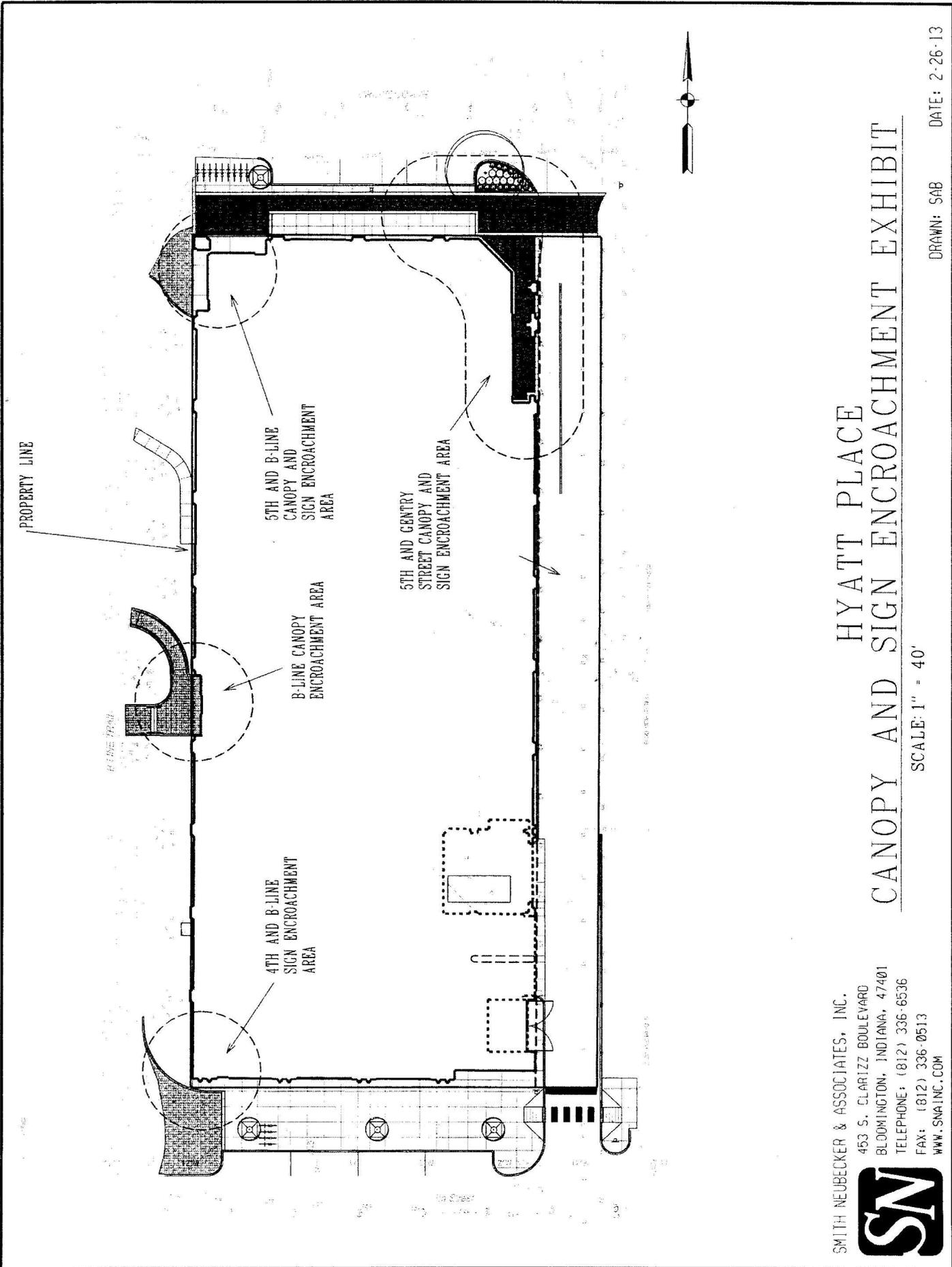
BLADE SIGN

PROPERTY LINE

4th STREET

EXHIBIT "D"





SMITH NEUBECKER & ASSOCIATES, INC.  
 453 S. CLARIZZ BOULEVARD  
 BLOOMINGTON, INDIANA, 47401  
 TELEPHONE: (812) 336-6536  
 FAX: (812) 336-0513  
 WWW.SNAINC.COM



# HYATT PLACE CANOPY AND SIGN ENCROACHMENT EXHIBIT

SCALE: 1" = 40'

DRAWN: SAB      DATE: 2-26-13



## Board of Public Works Staff Report

---

**Project/Event:** Request to Encroach with New Pylon Sign for Whitehall Plaza

**Petitioner/Representative:** Jeff Reasner, Whitehall Investments LP, LLC.

**Staff Representative:** Justin Wykoff

**Meeting Date:** April 9, 2013

---

The City of Bloomington Engineering Division (Public Works) has been working with the property owner/city legal to facilitate the placement of an off premise sign on property outside the public right of way however still owned by the City of Bloomington.

Several years ago the City of Bloomington obtained the corner property at West Third Street (Whitehall Pike) and Liberty Drive. The western portion of this property serves as a detention and confluence point for storm water in the area.

The petitioner would like permission to place a pylon sign on this property (see located map. This sign would serve several of the business locations in Whitehall Plaza and a depiction of the proposes sign is included with this report.

---

**Recommend**  **Approval by Justin Wykoff**

**BOARD OF PUBLIC WORKS  
RESOLUTION 2013-29  
Sign Encroachment for the Whitehall Plaza Kroger Center  
at West Third Street and Liberty Drive**

WHEREAS, the Whitehall Plaza Kroger is located at 500 South Liberty Drive;  
and

WHEREAS, Whitehall Investments LP, LLC, is the owner of the Whitehall Plaza property located at 3175 West Third Street; and

WHEREAS, pursuant to IC 36-9-6-3, the Board of Public Works has custody of all of the real property of the City; and

WHEREAS, Whitehall Investments LP, LLC, has requested permission to encroach on public property by placing a new off premises pylon sign for the Whitehall Plaza Kroger Center near the right of way of West Third Street and South Liberty Drive;  
and

WHEREAS, the Board of Public Works does not object to the described sign encroachment.

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington agrees not to initiate any legal action against Owner regarding the placement of the sign on City property, provided that:

1. Placement of the sign will be made in the location near the right of way of West Third Street and South Liberty Drive as indicated on the drawing attached hereto and incorporated herein as Exhibit A.
2. This placement is calculated from the center of the sign and shall be approximately thirty-five (35) to forty-five (45) feet south of the southern curb line of West Third Street and approximately twenty-five (25) feet west of the western curb line of South Liberty Drive.
3. The sign shall not deviate from the design attached hereto and incorporated herein as Exhibit B without the Owner resubmitting the design to the Board of Public Works.
4. Owner agrees to maintain the sign and to keep it in an attractive and good condition.
5. This resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

6. The City retains the right for the City and all public utilities to enter onto this right of way when, in its opinion, such entry is necessitated in order to maintain said right of way, or to perform other duties or functions for which entry on said right of way is, in the opinion of the City, needed.
7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and the sign needs to be removed to facilitate City or utility, it will be at the expense of Owner and that the City will not be responsible for any damage which may occur to the sign by City's workers, contractors hired by the City, or by those of a public utility.
8. If at any time it is determined that the street should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching sign interferes with the planned public improvements, then the Owner shall move said encroachment upon notification by the City, without compensation by the City.
9. The terms of this agreement shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
10. John B. Urbahns agrees by signing this agreement that he has full power by proper action to enter into this agreement on behalf of Whitehall Investments LP, LLC, and has authority to do so.

BOARD OF PUBLIC WORKS

WHITEHALL INVESTMENTS LP, LLC

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

\_\_\_\_\_  
John B. Urbahns, Partner

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

State of Indiana )  
 ) SS:  
County of \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared John B. Urbahns, Partner of Whitehall Investments LP, LLC, and acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Witness my hand and official seal

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

My Commission expires: \_\_\_\_\_

\_\_\_\_\_

County of Residence: \_\_\_\_\_

Printed Name

State of Indiana )  
 ) SS:  
County of Monroe )

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

Witness my hand and official seal

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

My Commission expires: \_\_\_\_\_

\_\_\_\_\_

County of Residence: \_\_\_\_\_

Printed Name

**RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

**WHEREAS**, Whitehall Investments LP, LLC, which owns the Whitehall Plaza property located at 3175 West Third Street, in Bloomington, IN, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the public property near West Third Street and South Liberty Drive, which is owned, supervised and maintained by the RELEASEE'S Board of Public Works, to install an off premises pylon sign upon RELEASEE'S property; and

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

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

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

John B. Urbahns, as Partner of Whitehall Investments LP, LLC, represents and certifies that he has been fully empowered to execute this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on behalf of RELEASOR.

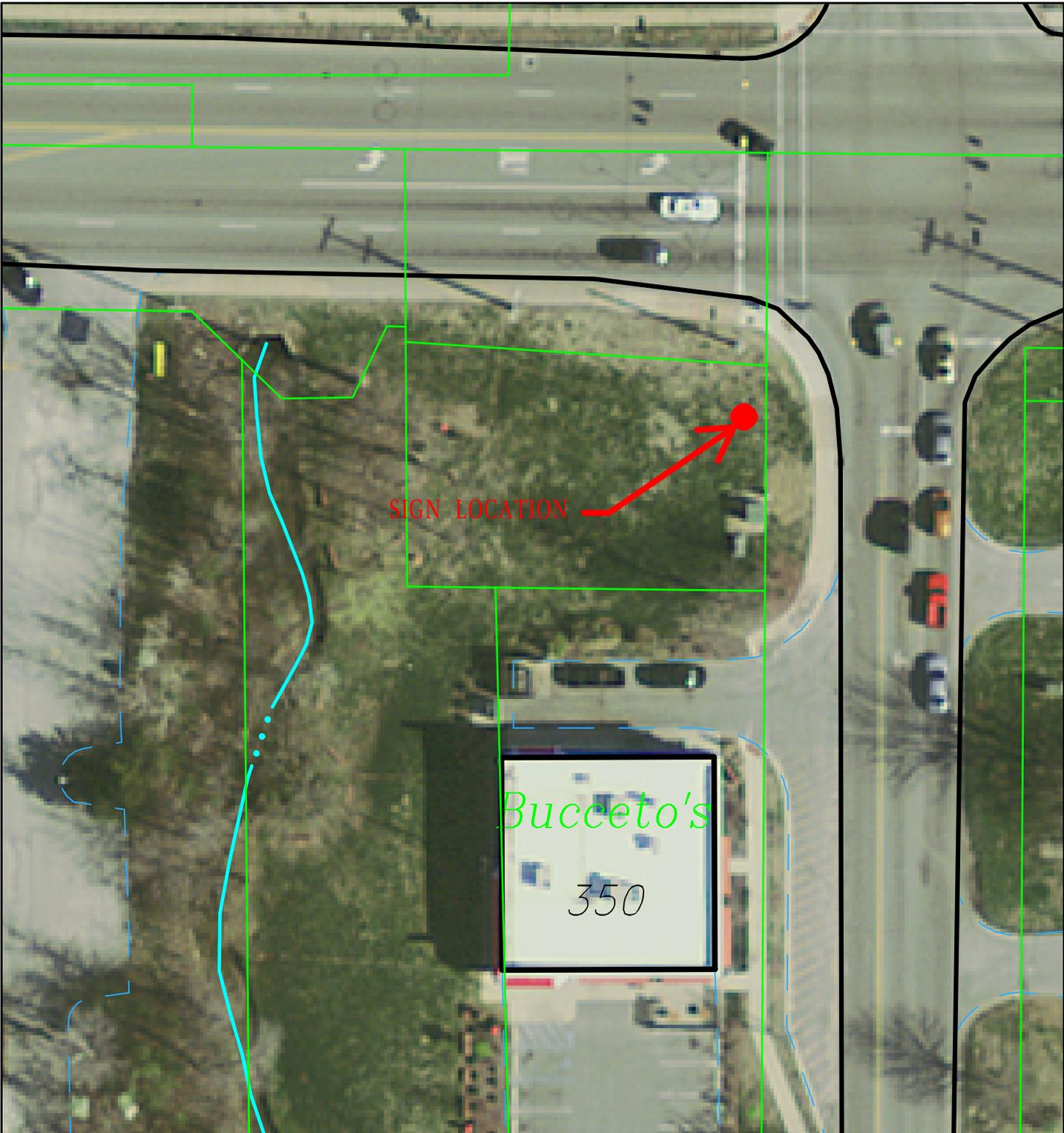
THE PARTIES, INTENDING TO BE BOUND, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

"RELEASOR"

"RELEASEE"

\_\_\_\_\_  
John B. Urbahns, Partner  
Whitehall Investments LP, LLC

\_\_\_\_\_  
City of Bloomington



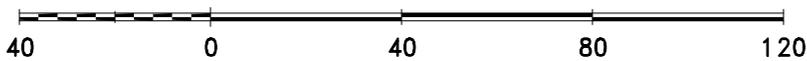
Approximate Sign Location Map

40 Feet South of West Third Street Curb

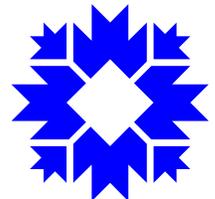
25 Feet West of South Liberty Drive Curb

By: wykoffj

13 Mar 13

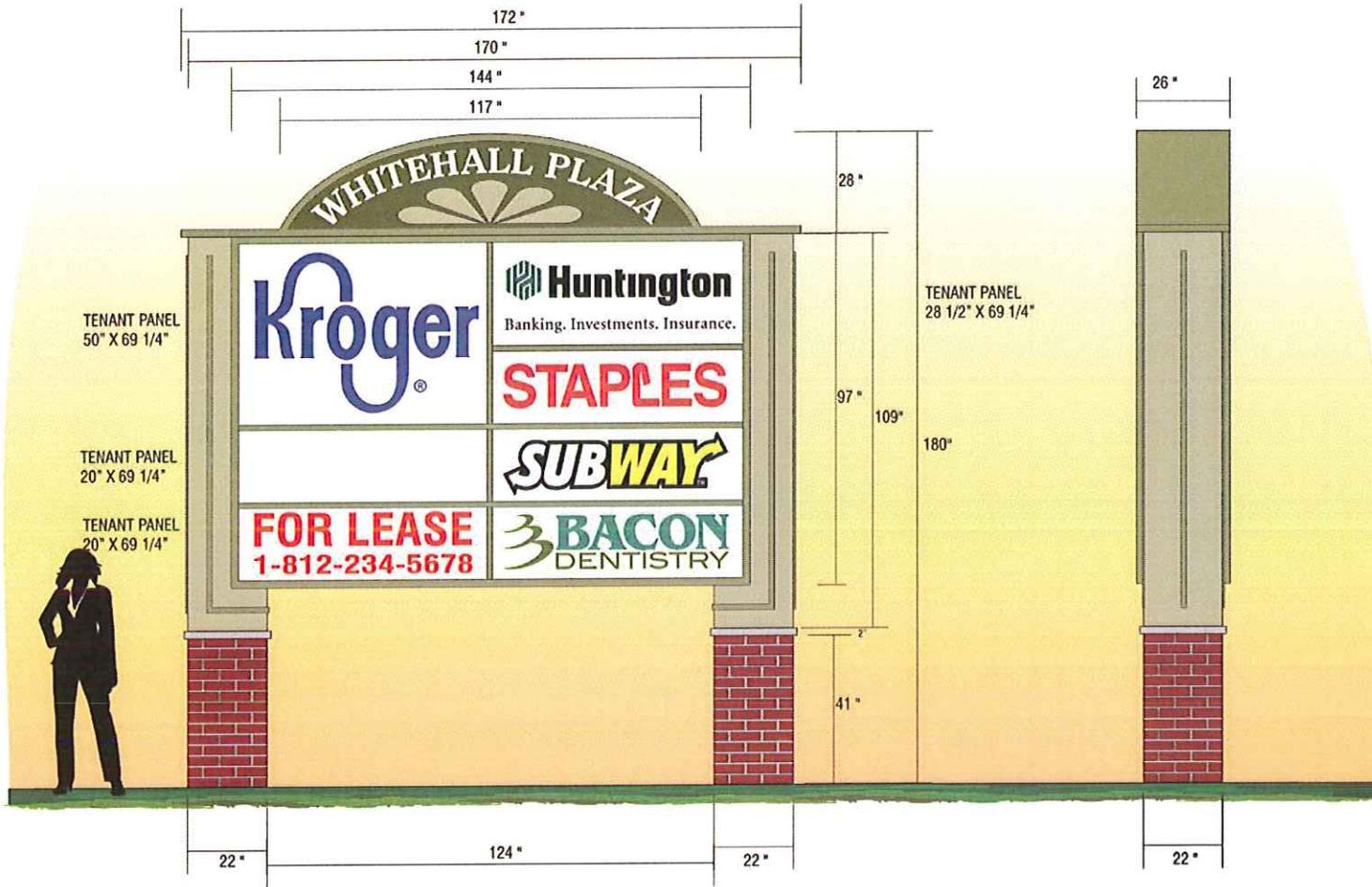


City of Bloomington  
Engineering



Scale: 1" = 40'

For reference only; map information NOT warranted.



**FABRICATE AND INSTALL INTERNALLY ILLUMINATED D/F MONUMENT SIGN**

- CONSTRUCTED OUT OF ALUMINUM ANGLE AND SKINNED IN ALUMINUM.
- PAINTED IN A OLIVE PALETTE ACTUAL COLORS TBD.
- BASE OF COLUMNS WILL BE PAINTED IN FAUX BRICK.
- FACE OF HEADER WILL HAVE ROUTED COPY, BACKED UP WITH WHITE POLYCARB.
- ALL OTHER DECORATIONS ARE CUT OUT PVC.
- CABINET HAS 2" RETAINERS AND 1 1/2" DIVIDERS, WITH POLYCARB FACES AND VINYL GRAPHICS.

**WILL BE WIRED TO 120 VOLT  
UNLESS OTHERWISE SPECIFIED**

**INSTALL IN ACCORDANCE WITH THE  
NEC AND LOCAL ELECTRICAL CODES**

www.signcraftind.com  
8816 CORPORATION DR.  
INDIANAPOLIS, IN 46256  
Office 317.842.8664  
Fax 317.842.3015

**PREPARED FOR**  
URBAHNS  
BLOOMINGTON, INDIANA

**SKETCH NAME**  
PYLON SIGN

**SCALE**  
3/8" = 1'-0"

**DATE**  
OCT 25, 2011

**S. C. REPRESENTATIVE**  
JOSH KELLY

**INDEX NUMBER**  
0612-0042

**DESIGNER**  
SLM

**REVISIONS**

|    |         |    |
|----|---------|----|
| 1- | 6/13/12 | 5- |
| 2- |         | 6- |
| 3- |         | 7- |
| 4- |         | 8- |

**COLOR SPECS**

|     |  |
|-----|--|
| (A) |  |
| (B) |  |
| (C) |  |
| (D) |  |
| (E) |  |
| (F) |  |

**COLOR APPROVAL**

**DRAWING APPROVAL**

**PRODUCTION NO.**





## Board of Public Works Staff Report

---

**Project/Event:** National Bike to Work Day Block Party Celebration

**Petitioner/Representative:** Bloomingfoods

**Staff Representative:** Miah Michaelsen

**Event Date:** Friday, May 17<sup>th</sup>

**Meeting Date:** April 9, 2013

For many years, the City of Bloomington has celebrated National Bikes Week during the month of May with a series of events by the Parks and Recreation and the Planning Departments. This includes a National Bike to Work Day event that provides incentives to participants for biking to work. For the past two years Bloomingfoods complimented the city's Bike to Work Day efforts with an evening celebration at their Near West Side location. Due to space constraints on their property and a desire to expand the size of their celebration, they are asking to use the half-block on Madison St adjacent to their store (identical event footprint of the Tuesday Farmers' Market) from 3:00 p.m. – 10:00 p.m. on Friday, May 17<sup>th</sup> with event hours being 5:30 p.m. to 9 p.m.; extra time for setup and cleanup is included in the street closure request. Their plans include accommodations for music and a PA system during the event; therefore, a noise permit is also requested.

Bloomington likes bikes. Staff supports the request.

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

**RESOLUTION 2013-30**  
**NATIONAL BIKE TO WORK DAY BLOCK PARTY**

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

WHEREAS, the City has committed itself to promoting the use of bicycles as a form of transportation for its citizens; and

WHEREAS, the City supports the goals of National Bike to Work Day; and

WHEREAS, Bloomingfoods is desirous of using portions of N. Madison Street from W. 6<sup>th</sup> Street to the East-West alley south of W. 7<sup>th</sup> Street to host an event, National Bike to Work Block Party; and

WHEREAS, Bloomingfoods has requested that the Board close certain streets in downtown Bloomington to traffic and parking from 3:00 p.m. to 10:00 p.m. on Friday, the 17<sup>th</sup> day of May, so that Bloomingfoods can have control over the streets for the purposes of providing a block party celebration of high quality that is beneficial to the community; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that N. Madison Street from W. 6<sup>th</sup> Street to the East-West alley south of W. 7<sup>th</sup> Street will be temporarily closed to traffic and parking from 3:00 p.m. to 10 p.m. on Friday, the 17<sup>th</sup> day of May.
2. That the street closure outlined above are for the purposes of allowing Bloomington to provide an National Bike to Work Day Block Party of high quality that is beneficial to the community on Friday, May 17.
3. That artists and vendors who have not received explicit authorization from Bloomingfoods to participate in the National Bike to Work Day Block Party will not be permitted to utilize the closed off portions of the streets outlined above for the purposes of performing, displaying, producing or selling items or goods.
4. That by approval of this Resolution, the city noise ordinance is waived for performers and artists who have received explicit authority from Bloomingfoods to participate in the National Bike to Work Day Block Party.

RESOLUTION 2013-30

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

6. That in addition to agreeing to the above restrictions, Bloomingfoods has agreed to the following, as evidenced by the signature of their representative below:

- A. Bloomingfoods agrees to clean up the streets both before and after the event. The clean-up shall include, but not be limited to, removal of temporary "no parking" signs, picking up litter, sweeping any broken glass and the placing, emptying and removal of trash cans and removal of drink, food and grease residue from street and sidewalk surfaces. Clean-up after the event shall be completed by 10 p.m. Friday, the 17<sup>th</sup> day of May, 2013.
- B. Bloomingfoods must provide barricades in order to indicate that the street is closed and shall be responsible for placement and removal of these barricades. Bloomingfoods is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades.
- C. Bloomingfoods shall be responsible for notifying the press, affected businesses, public safety and transit agencies in advance of the street closing, along with posting "no parking" signs as required by City Ordinance.

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

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS**

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

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

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

ALL TERMS AND CONDITIONS CONTAINED IN RESOLUTION 2013-30 ARE AGREED TO AND ARE ACCEPTABLE:

\_\_\_\_\_  
Bloomingfoods

**RELEASE, HOLD HARMLESS  
AND  
INDEMNIFICATION AGREEMENT**

WHEREAS, BLOOMINGFOODS, (hereinafter referred to as “RELEASOR”) desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as “RELEASEE”), and specifically N. Madison Street from W. 6<sup>th</sup> Street to the East-West alley south of W. 7<sup>th</sup> Street and said facilities or public property is owned and is operated, supervised and maintained by the RELEASEE’S Board of Public Works, for the purpose of sponsoring the National Bike to Work Day Block Party, on RELEASEE’S property with set up beginning at 3:00 p.m. on Friday, May 17, 2013, and with tear down and clean up ending by 10:00 p.m., and

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

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

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

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

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

**“RELEASOR”**

**“RELEASEE”**

\_\_\_\_\_  
Bloomingfoods

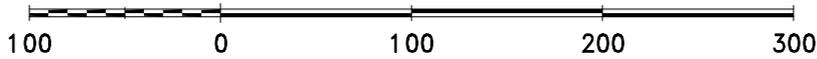
\_\_\_\_\_  
City of Bloomington

\_\_\_\_\_  
Date

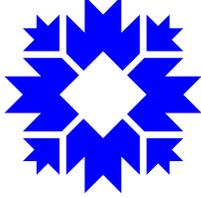
\_\_\_\_\_  
Date



By: smithc  
5 Apr 13



City of Bloomington  
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



## Board of Public Works Staff Report

---

**Project/Event:** Use of 4<sup>th</sup> Street for Women Exposed Art Show

**Petitioner/Representative:** Women Exposed

**Staff Representative:** Miah

**Meeting Date:** April 9, 2013

---

Bloomington's Women Exposed has been sponsoring a benefit art show for Middle Way House for the last several years in various locations. This year they are requesting to close W. 4<sup>th</sup> Street between Madison and Rogers Street adjacent to the Bloomington Clay Studio for their event. The event will consist of live music, temporary art exhibits and other festival-type entertainment. As part of this event they are also requesting a noise permit. Event hours are from 4 p.m. to 10 p.m. on Saturday, April 27, and they request that they be allowed to close the street at 2:00 p.m. for set up and commit to having it opened back up by midnight on Saturday, April 27, after clean up.

The organizers have notified all business and residents on the block and have received permission for the event to proceed. Staff supports this request.

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

**RESOLUTION 2013-31  
BLOOMINGTON WOMEN EXPOSED  
BENEFIT ART SHOW**

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

WHEREAS, Bloomington Women Exposed has sponsored an annual Art Show as a fund raiser for Middle Way House, and

WHEREAS, in celebration of the event, Bloomington Women Exposed is desirous of using W. 4<sup>th</sup> Street between Madison and Rogers Streets to expand and diversify this year's event and to provide outdoor entertainment to better encourage the public to attend the Art Show at Bloomington Clay Studio at 415 W. 4th Street on Saturday, April 27, 2013; and

WHEREAS, the City has committed itself to promoting the arts; and

WHEREAS, Women Exposed, has agreed to execute a "Release, Hold Harmless and Indemnification Agreement" holding the City of Bloomington, the City of Bloomington Board of Public Works, and their agents or employees harmless for any actions, losses or claims arising as a direct result of the Association's negligent act(s) or failure to act or those of its agents in using the City the City of Bloomington's property, as described above, for said event a copy of which is attached hereto and made a part hereof and to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED:

- 1) That the City of Bloomington Board of Public Works declares that W. 4<sup>th</sup> Street between Madison and Rogers Streets shall be temporarily closed to traffic and parking, beginning at 2:00 p.m. Saturday, April 27, 2013 until midnight on Saturday, April 27, 2013, for the purpose of providing entertainment including music and dancing; which may be viewed at no charge for the general public.
- 2) That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of 4:00 p.m. and 11:00 p.m.
- 3) That the sponsors shall be permitted, in conjunction with the event to:
  - A. Set up necessary tables, portable toilets, tents, trash receptacles, and booths; said items to be set up and maintained in accordance with all relevant safety and health standards, ordinances and statutes. If portable toilets are provided, sponsors agree to

RESOLUTION 2013-31

provide at least one wheelchair accessible portable toilet, and that they will make a strong effort to provide accessible displays and tables, and that an area will be provided for wheelchairs to view entertainment.

- 4) The sponsors agree to be responsible for posting "no parking" signs as required by City Ordinance.
- 5) The sponsors will be responsible for removing all trash that is a result of the event, to pick up litter including cigarette butts from the street and sidewalks within this block and to clean any grease or other food products from the pavement and sidewalks after the event. Cleanup shall be completed by midnight on Saturday, April 27, 2013.
- 6) The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
- 7) The sponsors must provide barricades at its own expense in order to indicate that the street is closed. The sponsors shall be responsible for placement and removal of these barricades.
- 8) The sponsors shall be responsible for notifying the press, affected businesses, public safety and transit agencies in advance of the street closing.
- 9) \_\_\_\_\_, 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.

RESOLUTION 2013-31

Bloomington Women Exposed

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Signature

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Printed name

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Position

RELEASE, HOLD HARMLESS  
AND  
INDEMNIFICATION AGREEMENT

WHEREAS, Bloomington Women Exposed, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically 4<sup>th</sup> Street between Madison and Rogers Streets, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring a Benefit Art Show, on RELEASEE'S property with set up beginning at 2:00 p.m., Saturday, April 27, 2013, and teardown ending by midnight on Saturday, April 27, 2013; and

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

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

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

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

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

RESOLUTION 2013-31

"RELEASOR"

\_\_\_\_\_  
Bloomington Women Exposed

\_\_\_\_\_  
Date

"RELEASEE"

\_\_\_\_\_  
City of Bloomington

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

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**Project/Event:** Noise Permit for City of Bloomington Fire Department Disaster Drill

**Petitioner/Representative:** City of Bloomington Fire Department

**Staff Representative:** Miah

**Meeting Date:** April 9, 2013

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The City of Bloomington Fire Department will be participating in a disaster drill on June 11 – 13, 2013. The intention of this drill is to simulate a tornado disaster at the following locations: 200 E 4th St (the former Post Office); 1200 N. Jordan (Phi Kappa Psi Fraternity) and 2711 E 10th St (Wrubel Building - 10th and the Bypass).

The operation will be a continuous 48 hours from 8:00 a.m. June 11 through 8:00 a.m. June 13. Agencies involved will include the Bloomington Fire Department, the Indiana National Guard, Indiana Task Force 1, and a group from the Israeli Urban Search and Rescue team.

The noise level and type generated by this event is expected to be what one might encounter at a typical construction site.

Staff recommends approval.

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



## Board of Public Works Staff Report

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**Project/Event:** Porchfest

**Petitioner/Representative:** Tanuka Raj

**Staff Representative:** Miah

**Meeting Date:** April 9, 2013

**Event Date(s):** April 12, 2013

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Tanuka Raj is requesting a noise permit to host a front porch concert event at four residences: 1209 E. Hunter Ave, 608 E. 1<sup>st</sup> Street, 624 S. Fess, and 601 E. University. Sound would be comprised of acoustic and amplified musical instruments and vocals and audience noise.

After consulting with public safety personnel and others, we have decided not to support this noise permit application on the grounds that the locations are in core neighborhoods for which there is little support for additional noise (especially amplified).

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



CITY OF BLOOMINGTON

## NOISE PERMIT

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

### Application and Permit Information

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

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

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

### Event and Noise Information

|                          |  |                                     |                                      |        |      |  |
|--------------------------|--|-------------------------------------|--------------------------------------|--------|------|--|
| Type or Name of Event:   |  |                                     |                                      |        |      |  |
| Location of Event:       |  |                                     |                                      |        |      |  |
| Date of Event:           |  | Time of Event:                      | Start:                               |        | End: |  |
| Description of Noise:    |  |                                     |                                      |        |      |  |
| Source of Noise:         | <input type="checkbox"/> Live Band                       | <input type="checkbox"/> Instrument | <input type="checkbox"/> Loudspeaker | Other: |      |  |
| Will Noise be Amplified? | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                     |                                      |        |      |  |

### Applicant Information

|                   |                   |  |  |               |  |  |
|-------------------|-------------------|--|--|---------------|--|--|
| Name:             |                   |  |  |               |  |  |
| Organization:     |                   |  |  | Title:        |  |  |
| Physical Address: |                   |  |  |               |  |  |
| Email Address:    |                   |  |  | Phone Number: |  |  |
| Signature:        | <i>Tamara Kay</i> |  |  | Date:         |  |  |

### FOR CITY OF BLOOMINGTON USE ONLY

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

|                                 |                         |
|---------------------------------|-------------------------|
| <b>BOARD OF PUBLIC WORKS</b>    |                         |
| _____                           | _____                   |
| Charlotte T. Zietlow, President | James McNamara          |
| _____                           | _____                   |
| Date                            | Dr. Frank N. Hrisomalos |



## Board of Public Works Staff Report

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**Project/Event:** Award contract for Asphalt

**Petitioner/Representative:** Street Department

**Staff Representative:** Joe VanDeventer

**Meeting Date:** April 9, 2013

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On April 2, 2013, the Board opened bids for asphalt as follows:

| Milestone  |          |          | Dave O'Mara |          |         |
|------------|----------|----------|-------------|----------|---------|
| 20,000 Ton | Hot Mix  | \$38.40  | 20,000 Ton  | Hot Mix  | \$38.65 |
| 200 Ton    | Binder   | \$36.75  | 200 Ton     | Binder   | \$34.65 |
| 200 Ton    | Base     | \$35.25  | 200 Ton     | Base     | \$33.65 |
| 200 Ton    | Cold Mix | \$105.00 | 200 Ton     | Cold Mix | \$98.00 |

Milestone's bid price came in twenty-five (25) cents per ton under Dave O'Mara. However by the time we make the trip to and from Milestone's operating plant; it would cost us more in the long run.

A Tri-axle truck carries approximately 15 tons of asphalt material so Milestone's price would be a \$3.75 savings, but it would cost us \$13.60 extra in fuel to make one trip not including work hours.

Therefore, staff recommends awarding the bid to Dave O'Mara at \$38.65 per ton.

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



## Board of Public Works Staff Report

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**Project/Event:** Award bid for Concrete  
**Petitioner/Representative:** Street Department  
**Staff Representative:** Joe VanDeventer  
**Meeting Date:** April 9, 2013

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A review of the 2013 Concrete Bids has been conducted to determine the most responsible and responsive action to be recommended based upon the past usage of concrete materials by the City of Bloomington Public Works Department.

**Irving Materials Incorporated (IMI)**

|                               |                         |
|-------------------------------|-------------------------|
| 4000psi Concrete              | \$103.00 per cubic yard |
| 4000psi Concrete w/2% calcium | \$108.00 per cubic yard |

**Prairie Concrete**

|                               |                        |
|-------------------------------|------------------------|
| 4000psi Concrete              | \$85.00 per cubic yard |
| 4000psi Concrete w/2% calcium | \$90.00 per cubic yard |

Staff recommends awarding the bid to Prairie Concrete for 2013

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