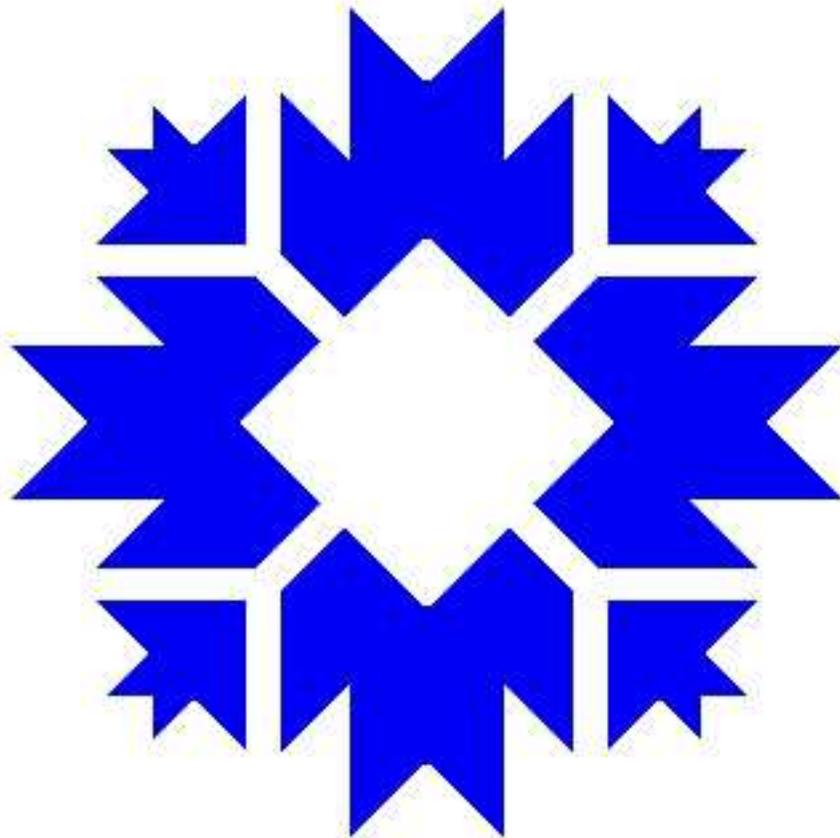


Board of Public Works Meeting

October 8, 2013



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

A Regular Meeting of the Board of Public Work to be Held Tuesday, October 8, 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 – September 24, 2013

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

V. HEARINGS FOR NOISE APPEAL

VI. OLD BUSINESS

1. **Amend Resolution 2013-75: Revised Use of Public Streets for IU Homecoming Parade (Friday, 11/1)**

VII. NEW BUSINESS

1. **Resolution 2013-91: Use of Public Streets for IU Street Sprints Race (Saturday, 10/26)**
2. **Resolution 2013-92: Use of Public Streets for Krampus Night Parade (Saturday, 12/7)**
3. **Resolution 2013-93: Use of Public Streets IU Nearly Naked Mile Run (Wednesday, 10/30)**
4. **Resolution 2013-94: Use of Public Trees for Middle Way House Knitting to Heal Fundraiser**
5. **Resolution 2013-95: Allow Itinerant Merchant to Operate in the Public Right of Way (Andrew Weissert-Nowhere Mandrew's)**
6. **Resolution 2013-96: Use of Public Street for Green Acres Neighborhood Block Party (Saturday, 10/26)**
7. **Addendum to Agreement to Purchase Meter Equipment and Related Services**

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. ADJOURNMENT

The Board of Public Works meeting was held on Tuesday, September 24, 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

ROLL CALL

City Staff: Susie Johnson – Public Works
Rick Alexander – Engineering
Chris Smith - Public Works
Jackie Moore - Legal
Amanda Feuquay - Public Works
Jason Carnes - ESD
Mike Arnold - HAND
Laurel Archer – Public Works

Happy Birthday to Charlotte’s son, whose birthday is tomorrow, September 25th.

**MESSAGES FROM
BOARD MEMBERS**

McNamara made a motion to approve the minutes from September 10, 2013. Zietlow seconded the motion. The motion passed. Minutes were approved as submitted.

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

None

**TITLE VI
ENFORCEMENT**

None

**HEARINGS FOR NOISE
APPEALS**

OLD BUSINESS

Chris Smith, Public Works, explained due to bad weather the Northwood Neighborhood block party for June 29, 2013 was cancelled. The Northwood Estates Neighborhood Association are requesting a new date, October 12, with a rain date of October 19, 2013. They are asking to close North Ironwood Court between West Rosewood and the dead end for a block party. The street will be

**Resolution 2013-57:
Revised Date for
Northwood Estates
Neighborhood Block
Party (Saturday, 10/12)**

closed to vehicular traffic from 5:30 to 10:00 p.m. The event will be family orientated and will include activities, food and music. They have also requested a noise permit during the hours of 5:30 p.m. to 10:00 p.m. so live music can be played.

McNamara moved to approve Resolution 2013-57: Revised Date for Northwood Estates Neighborhood Block Party on Saturday, October 12th, with a rain date of Saturday, October 19, 2013. Zietlow seconded the motion. The motion passed. Resolution 2013-57 approved.

NEW BUSINESS

Mike Arnold, HAND, stated this property came before the Board a month ago with a notice for publication. The owner has not responded. The notice for publication was in the paper twice. Staff is asking for permission to abate the property as there has been no response from the owner. The structure is open and needs to be sealed and the yard needs to be taken care of.

Request Permission to Seal Structure and Abate Title 6 Violations at 1633 S. Pinestone Court

Zietlow asked if the only door was the glass door. Arnold stated yes, there was only a storm door there. Zietlow asked if it were inhabited. Arnold stated someone could live there if they wanted, but he didn't believe there was any power on.

McNamara made a motion that staff be authorized to seal structure and abate Title 6 Violations at 1633 S. Pinestone Court. Zietlow seconded the motion. The motion passed. Request to seal and abate 1633 S. Pinestone Court approved.

Mike Arnold, HAND, explained this property has been before the Board several times. Part of the structure has collapsed and the property owner is past the July 10, 2013 deadline to have the structure removed. Staff is requesting permission to abate which would be to remove the house only. There is a garage on the property but it is in fine condition.

Request Permission to Abate Unsafe Structure at 333 N. Clark Street

Zietlow asked if there has been any word from anyone about this structure. Arnold stated not since the deadline passed. Zietlow asked if all the prerequisite warnings have been made. Arnold stated they have.

McNamara made a motion that staff be authorized to abate the unsafe structure at 333 N. Clark Street.. Zietlow seconded the motion. The motion passed. Request to abate structure at 333 N. Clark approved.

Chris Smith explained the Bloomington Housing Authority Would like to close Summit Street between Monroe and 13th Streets on October 25, 2013 from 4:00 p.m. to 8:00 p.m. to host a Fall Fest and Haunted House for the Crestmont neighborhood. There will be games, music and other activities. They are anticipating up to 400 residents attending. Organizers are also requesting a Noise Permit for the event. Staff recommended approval.

Resolution 2013-87: Use of Public Street for Bloomington Housing Authority Fall Fest and Haunted House (Friday, 10/25)

McNamara made a motion to approve Resolution 2013-87: Use of Public Street for Bloomington Housing Authority Fall Fest and Haunted House, Friday, October 25, 2013. Zietlow seconded the motion. The motion passed. Resolution 2013-87 approved.

Chris Smith, Public Works, explained I Fell is requesting to close a portion of West 4th Street between Rogers Street and the west side of the mid-block alley in the 400 block of W. 4th Street on Friday, October 4, 2013. First Friday events in that area are drawing people to this redeveloping part of downtown. First Friday will consist of live music from WFHB, food and temporary art exhibits. They are requesting to close the street at 4:00 p.m. and reopen at 10:00 p.m. The event hours are 6 - 9 p.m. They have also requested a Noise Permit until 9:00 p.m. as part of the event. They have notified businesses and residents on the block. Staff supported the request.

Resolution 2013-88: Use of Public Street for I Fell First Friday October Art Event (Friday 10/4)

McNamara commented that they were a busy group. Zietlow agreed, and stated they are having nice events that attract people and developing a focus for the art community for various activities.

McNamara made a motion to approve Resolution 2013-88: Use of Public Street for I Fell First Friday October Art Event on Friday, October 4, 2013. Zietlow seconded the motion. The motion passed. Resolution 2013-88 approved.

Chris Smith explained the Down Syndrome Family Connection will be sponsoring a walk to raise awareness of Down Syndrome at Bryan Park on Sunday, October 6. The walk will be held within the park. Other activities will go on at the Woodlawn Shelter including music and amplified announcements. They will have announcements and a band playing family-friendly music. The event is from 1:30 to 4:00 p.m. The event is free but donations will be accepted. Staff recommended approval.

Request for Noise Permit for Down Syndrome Family Connection Buddy Walk (Sunday, 10/6)

Zietlow asked if they will be walking around the block. McNamara stated they will be walking in the park. McNamara added he attended the Alzheimer's Walk in Bryan Park which was perfect, and encouraged anyone having a walk to consider this method.

McNamara made a motion to approve the Noise Permit for Down Syndrome Family Connection Buddy Walk on Sunday, October 6th. Zietlow seconded the motion. The motion passed. Noise Permit approved.

Chris Smith explained the Collins Living Learning Center, 541 N. Woodlawn Avenue will be sponsoring an electronic music dance event on Friday, September 27 at the Center. They will have amplified dance music. The permit request is from 9:00 to midnight. Staff recommends the permit end at 11:00 p.m.

Request for Noise Permit for Collins Electronic Music Dance (Friday, 9/27)

McNamara asked Jackie Moore, City Legal, why an event at Collins would need a Noise Permit from the City when events at the stadium or the Woodlawn field do not. McNamara stated the ruling philosophy has always been municipal code doesn't apply to University property. Jackie Moore stated the Ordinance has to do with the distance and how far away the music could be heard. She stated, however, she will look into it further.

McNamara stated he is going to approve their midnight request. McNamara wondered who would respond to a 911 call for noise at Collins and thought it would be IUPD. Zietlow wondered if IUPD did enforce City code. Moore stated she would also check into that question.

McNamara made a motion to approve the Request for Noise Permit for Collins Electronic Music Dance on Friday, September 27, 2013 from 9p.m. until midnight. Zietlow seconded the motion. The motion passed. Noise Permit approved.

Chris Smith explained FairTalk will be sponsoring a run to raise awareness of marriage equality on Saturday, November 2 on the B-Line Trail. They will have amplified announcements on the B-Line and at City Hall. The event is from 3:00 to 5:00 p.m. and is free; however, donations will be accepted. Event organizers have been working with the Parks Department for use of the B-Line Trail.

Request for Noise Permit for Rachael's Run for Justice (Saturday, 11/2)

McNamara made a motion to approve the Noise Permit for Rachael's Run for Justice on Saturday, November 2, 2013. Zietlow seconded the motion. The motion passed. Noise Permit approved.

Jason Carnes, ESD, stated Petitioner, Andrew Olanoff was unable to attend this meeting. Jason Carnes stated Andrew Olanoff has applied for a renewal of his Itinerant Merchant Permit. It has been determined that when the applicant wants to operate in the right of

Resolution 2013-89: Allow Itinerant Merchant to Renew Permit to Operate in PublicRight of

way that before the permit is issued, permission must be obtained from the Board of Public Works. ESD has reviewed the application and the Board of Public Work's approval to operate in the right of way is a requirement on the check list. ESD will confirm that all rules and regulations have been met prior to a permit being issued. There have been no complaints on this merchant since they have been an itinerant merchant. This permit is being changed from a 6 month to a year permit, which means things must be going well for him.

Way (The Tamale Court)

McNamara made a motion to approve Resolution 2013-89: To allow Itinerant Merchant to Renew Permit to Operate in the Public Right of Way, The Tamale Court. Zietlow seconded the motion. The motion passed. Resolution 2013-89 approved.

Chris Smith explained the University Street neighborhood would like to close East University Street between South Grant Street and South Henderson Street for a block party on Sunday, September 29, 2013. The street will be closed to vehicular traffic from 4:00 to 6:30 p.m. with the alleyways being accessible to residents. This event will be family orientated and will serve as a forum to welcome new residents to the neighborhood. The have also requested a Noise Permit during the hours of the event so that live music may be played.

Resolution 2013-90: Use of Public Street for University Street Neighborhood Block Party (Sunday, 9/29)

McNamara made a motion to approve Resolution 2013-90: Use of Public Street for University Street Neighborhood Block Party, Sunday, September 29, 2013. Zietlow seconded the motion. The motion passed. Resolution 2013-90 approved.

Susie Johnson introduced Amanda Feuquay who has been spearheading the mobile pay initiative and working with the contractor. Amanda will review the contract with the Board this evening.

Award Mobile Pay Application Contract to Parkmobile

Amanda stated Parkmobile is one of the contractors the City looked into for the mobile pay application. Parkmobile was chosen for several reasons. They will not charge the City to offer their application to users of their service. Parkmobile will take care of all the media, and also work with merchants downtown in order to make sure they are fully aware of all the applications offered. This will allow a meter user to stop, start and extend their time on a parking session with their phone. There is also a 1-800 number that can be called, or a user can log on to their website. Once the contract is approved Parkmobile will come to Bloomington and offer a training session with all merchants, as well as any City staff that would like to be included. They will go through the validation program, which

there are two of. The validation programs will allow a merchant to start a parking session. For example if a patron walked into a merchant and the merchant decided they wanted to pay for their parking that day, all they would need is a name and license plate number, and then they can pay for the parking session. Amanda stated this is a good program and feels merchants will be very receptive to it.

Zietlow asked if the main purpose of this is to get merchants to underwrite the meters. Amanda stated it is not. Parkmobile will offer several options, such as if a person is in their car, wants to pay for a session but do not have their credit card or coin, then it can be done from the application or by calling the 1-800 number. The program will be on the Parking Enforcement officers' hand held devices so that parking can be enforced with information fed into the handhelds. There is also a fleet function that businesses can use to sign up vehicles owned by the company so the driver will not have to carry money or be responsible for paying the meter. This will also allow for merchants to track use of parking by their employees.

Zietlow stated this would require education of the public as well. Amanda stated Parkmobile is offering several different media sources. There will be a website, signs, handouts, service center, all free to the City.

Zietlow asked if parking will cost the same amount. Amanda stated the charges will still be the same. The fee structure for Parkmobile is a sliding scale based on the option chosen by the user. For a member with a basic member profile using a non-wallet payment, it is \$.50 per transaction. For a member with a basic member profile using payment stored in a virtual wallet, the fee will be \$.40 per transaction. There are no monthly fees for this membership profiled.

With the preferred membership there is a \$.99 per month account fee, and the transaction fees are \$.30 for wallet users, and \$.40 for non wallet users. For both the preferred and basic member profiles there is a limit of 5 registered vehicles per account.

The third option is for a corporate fleet account, which will help companies that use the metered parking. With this account, there is a \$.99 per license plate, per month fee, and there is no limit on the amount of registered vehicles on this plan. The fees are \$.30 for wallet users, and \$.40 for non wallet users.

Zietlow stated this would be a lot for the public to swallow. Amanda explained this is just another option to offer to meter users and will

compliment what is already offered. In doing the research it was found to have very positive feedback from its users, and will be a good option for the City of offer.

Zietlow asked where else they have this. Amanda stated all over the country but Indianapolis would be the closet.

McNamara gave a scenario about being at a restaurant, knowing the meter was going to expire, but you wanted to stay because of the fun time you were having but didn't want to get a ticket. He asked if this would be an "app" for a smart phone that would allow you to punch in your license plate number and get more time. Amanda stated you would have to have the application downloaded on the smart phone and it is very easy to register. It can be used by Androids, I-phones and Windows phones. Once the application is installed and payment information given then the user can start, stop, or extend time on the meter.

McNamara stated that Parking Enforcement would have a checklist of what applies to license plates. Amanda explained that anytime a parking enforcement office checks they have to key in a license plate anyway.

Another scenario McNamara asked about was if a merchant wanted to pay of all their customers parking and put it in ads. He asked how would this be done. Amanda explained it can be done one of two ways. Validation codes which can be entered into the mobile pay app by the customers themselves and the merchant would be validating a preset time or the merchant keys into the app it is paying for these license plates for a certain amount of time. Discussion ensued on how the application would function.

McNamara stated this will give some creative marketing opportunities to merchants.

McNamara asked about the implementation timeline. Amanda stated it would be 4 to 6 weeks.

McNamara thanked Amanda for all her research. Zietlow asked if there were a number of these applications. Amanda stated there are, and some go hand in hand with different parking enforcement software, and some are stand alone payment application. Amanda stated Parking Enforcement will be getting new handhelds which are necessary for this application to work.

McNamara made a motion to award the mobile pay application

contract to Parkmobile. Zietlow seconded the motion. The motion passed. Contract with Parkmobile approved.

Chris Smith read into the minutes the vendors who have applied and received Outdoor Seating and Merchandising Encroachment Permits.

**STAFF REPORTS &
OTHER BUSINESS**

Penn Station East Coast Subs at 212 South Indiana Avenue #13-34
Malibu Grill, 106 N Walnut Street #13-35
Qdoba Mexican Grill, 116 South Indiana Avenue #13-36

McNamara moved to approve claims. Zietlow seconded the motion. The motion passed. Claim approved.

**APPROVAL OF
CLAIMS**

McNamara made motion to adjourn. Meeting adjourned at 6:07 p.m.

ADJOURNMENT

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: IU Homecoming Parade, Friday, November 1, 2013 - Revisions

Petitioner/Representative: IU Alumni Association

Staff Representative: Miah

Meeting Date: October 8, 2013

Due to considerable early interest by prospective entrants, the IU Alumni Association is requesting an expansion of the Homecoming Parade street closures and hours for their parade scheduled for Friday, November 1, 2013.

The parade will now start on East Kirkwood at the intersection with Lincoln Street, travel east on Kirkwood and travel north on Indiana Avenue to the intersection with E. 7th Street. E. 4th Street between Washington and Lincoln Streets and Lincoln between 4th and 6th Streets will be used for float and band staging. They are also requesting that the streets be closed from 4:30 p.m. – 7:30 p.m. A Noise Permit is also being requested.

BPD has approved the changes subject to BPW approval.

Staff supports the request.

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

RESOLUTION 2013-75
Indiana University Homecoming Parade

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

WHEREAS, the Indiana University Alumni Association has requested use of public streets to conduct a parade; as a kick-off for Homecoming Weekend; and

WHEREAS, the Indiana University Alumni Association has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Indiana University Alumni Association, has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works and any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, and to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that Indiana University Alumni Association, hereinafter "The University" may utilize 4th Street, Lincoln Street, Kirkwood Avenue, 6th Street and Indiana Avenue to conduct a Homecoming Parade between the hours of 4:30 p.m. and 7:30 p.m., on Friday, November 1, 2013 and that streets may be restricted in some way by this event.
2. The University agrees to be responsible for setting up barricades and posting all signage as instructed by City of Bloomington Engineering, and to remove all barricades and signage as soon as all participants have cleared the area.
3. The University shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use private property.
4. The University shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 7:30 p.m., Friday, November 1, 2012.
5. 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 the event.
6. The University shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press well in advance of the event. Flyers shall be hand delivered to all businesses affected by the traffic restriction. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
7. _____, by signing this agreement, represents that she/he has

Resolution 2013-75

been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

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

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS

INDIANA UNIVERSITY ALUMNI
ASSOCIATION

Charlotte Zietlow, President

Signature

James McNamara

Printed Name and Title

Dr. Frank N. Hrisomalos

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the Indiana University Alumni Association, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), specifically 4th Street, Lincoln Street, Kirkwood Avenue, 6th Street and Indiana Avenue, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of conducting a Homecoming Parade from 4:30 – 7:30 p.m. on Friday, November 1, 2013; and

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

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

WHEREAS, RELEASOR hereby agrees to accept the legal responsibility 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.

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

RELEASOR

RELEASEE

Indiana University Alumni Association

Board of Public Works

Signature

Officer

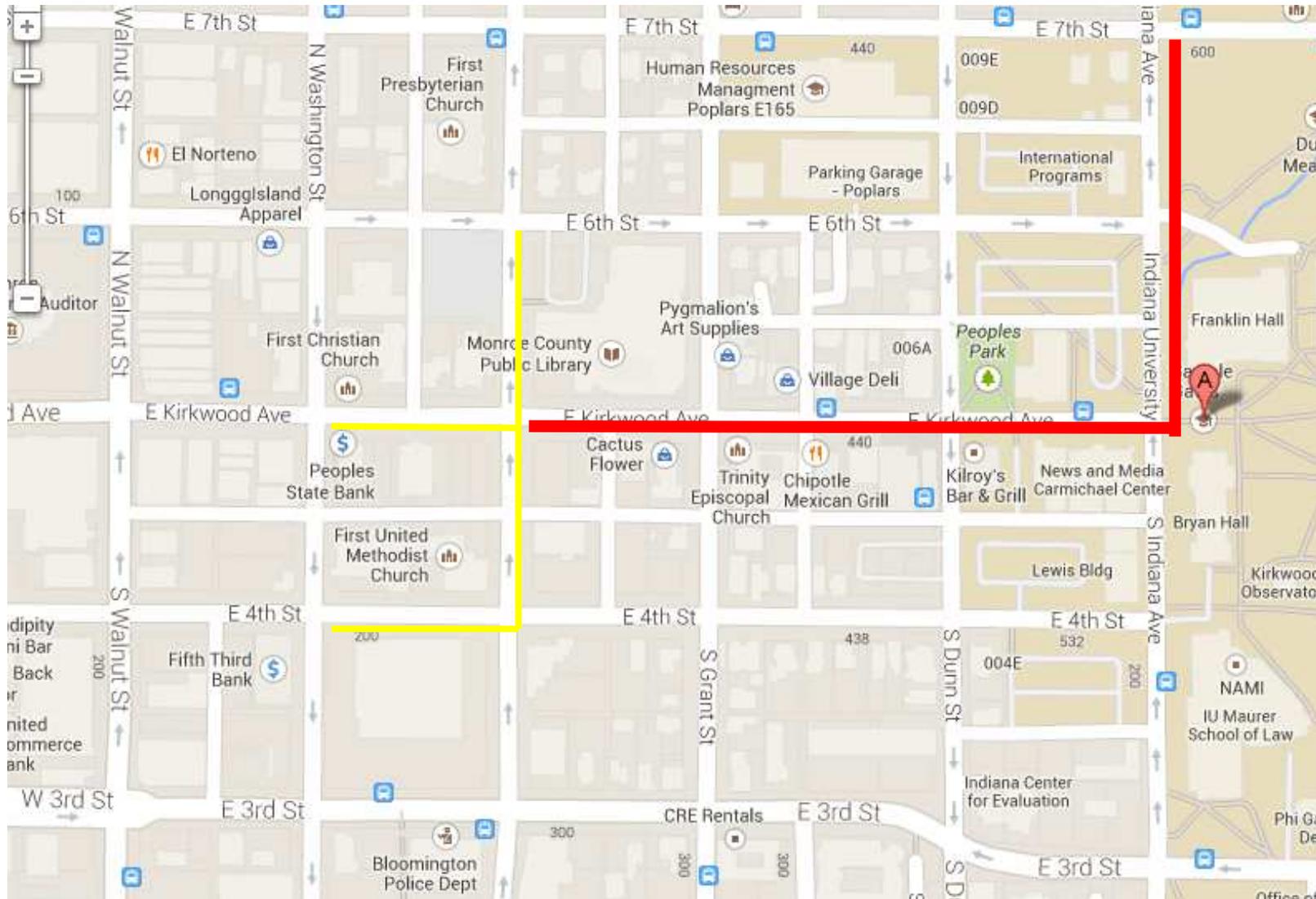
Printed Name and Title

Date

Date

Resolution 2013-75

2013 IU Homecoming Parade Route and Staging Map



— Staging Area

— Parade Route



Board of Public Works Staff Report

Project/Event: IU Street Sprints, Saturday, October 26, 2013

Petitioner/Representative: IU Student Association

Staff Representative: Miah

Meeting Date: October 8, 2013

The IU Student Association is sponsoring the IU Street Sprints, a bicycle sprint race on Saturday, October 26, 2013 between 12:00 p.m. and 6:00 p.m.

The Sprints will take place on East Kirkwood Avenue between Lincoln Street and Indiana Avenue. They anticipate having 200 entries and more than 1,000 spectators.

BPD has approved a Parade Permit subject to BPW approval.

Staff supports the request.

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

RESOLUTION 2013-91
IU STREET SPRINTS

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

WHEREAS, the Indiana University Student Association has requested use of public streets to conduct a IU Street Sprints bicycle race; and

WHEREAS, the Indiana University Student Association has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Indiana University Student Association, has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works and any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, and to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that Indiana University Student Association, hereinafter "The University" may utilize East Kirkwood Avenue between Lincoln Street and Indiana Avenue to conduct an IU Street Sprints between the hours of 12 p.m. and 6:00 p.m., on Saturday, October 26, 2013 and that streets may be restricted in some way by this event.
2. The University agrees to be responsible for setting up barricades and posting all signage as instructed by City of Bloomington Engineering, and to remove all barricades and signage as soon as all participants have cleared the area.
3. The University shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use private property.
4. The University shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 6:00 p.m., Saturday, October 26, 2013.
5. 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 the event.
6. The University shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press well in advance of the event. Flyers shall be hand delivered to all businesses affected by the traffic restriction. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
7. _____, by signing this agreement, represents that she/he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
8. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the

Resolution 2013-91

attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS

INDIANA UNIVERSITY STUDENT ASSOCIATION

Charlotte Zietlow, President

Signature

James McNamara

Printed Name and Title

Dr. Frank N. Hrisomalos

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the Indiana University Student Association, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), specifically East Kirkwood Avenue between Lincoln Street and Indiana Avenue, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of conducting the IU Street Sprints from 12:00 p.m. – 6:00 p.m. on Saturday, October 26, 2013; and

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

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

WHEREAS, RELEASOR hereby agrees to accept the legal responsibility 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.

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

RELEASOR

RELEASEE

Indiana University Student Association

Board of Public Works

Signature

Officer

Printed Name and Title

Date

Date

Resolution 2013-91

City of Bloomington

PARADE PERMIT APPLICATION

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

Organization name and mailing address: Indiana University
Student Foundation 1606 N. Fee Lane Bloomington, IN
47408

Contact person and phone number: Jordan Bailey 219-741-6749

Information regarding proposed parade:

Date: Saturday October 26, 2013

Time of commencement: 12:00pm - 6:00pm

Expected duration: 6 hours

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

Lincoln Ave to Indiana Ave on
Kirkwood Ave

Expected number of participants: 200

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

Street Sprints is a 200-meter dash on bicycles.

Riders start from a dead start. Bracket style event

Traffic control shall be supplied by Officer Alwine & off duty BPD

At the following points on the parade route: 1) intersection of Indiana Ave

& Kirkwood 2) Dunn & 6th Street 3) 6th Street &

Grant 4) Kirkwood Ave & Lincoln Street

5) 4th Street & Grant Street

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

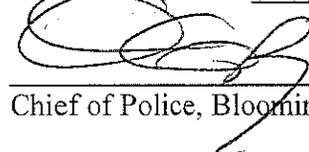
Bloomington Police Department

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

Signature of Person requesting Permit

Permit Granted

Permit Denied _____



Chief of Police, Bloomington, Indiana

Date 9/30/13

Action taken by Police Department:

The permit is granted , with the following conditions:

Pending Board of Public works approval

The permit is denied _____

For the following reasons:



Board of Public Works Staff Report

Project/Event: Krampus Night

Petitioner/Representative: Krampus Legend and Arts Workshop

Staff Representative: Miah

Meeting Date: October 8, 2013

Krampus Legend and Arts Workshop is requesting to close a portion of Madison Street between 7th and 4th Streets on Saturday, December 7, 2013 for a parade. Parade time is from 7:30 p.m. to 8 p.m., and they request that they be allowed to close the streets at 7:00 p.m. for set up and commit to having it opened back up by 8:30 p.m. after clean up. As part of this event they are also requesting a Noise Permit.

The organizers will notify businesses and residents on the block.

Staff recommends approval.

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

RESOLUTION 2013-92
KRAMPUS NIGHT

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 arts; and

WHEREAS, Krampus Legend and Arts Workshop. (“Krampus”) is desirous of using W. 7th Street between the B-Line Trail and N. Madison Street and Madison Street from 4th to 7th Streets to host parade and festival-type activities on Saturday, December 7, 2013; and,

WHEREAS, Krampus has agreed to execute a "Release, Hold Harmless and Indemnification Agreement" holding 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 Krampus' negligent act(s) or failure to act or those of its agents in using 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. 7th Street between the B-Line Trail and N. Madison Street and Madison Street from 4th to 7th Streets shall be temporarily closed to traffic and parking, beginning at 7:00 p.m. until 8:30 p.m., on Saturday, December 7, 2013, for the purpose of hosting a festival-type event for the general public.
2. That Krampus shall post "no parking" signs on parking meters at least 24 hours in advance of the closing of the streets. Temporary “no parking” signs may be obtained from the City of Bloomington Department of Public Works.
3. That Krampus shall be responsible for placement and removal of barricades. Krampus is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. Krampus agrees to obtain at its own expense and place barricades to close the street, not before 7:00 p.m. and to remove barricades by 8:30 p.m. on Saturday, December 7, 2013.
4. 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 8:30 p.m. on Saturday, December 7, 2013.
5. 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 10:00 p.m.
6. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

RESOLUTION 2013-92

7. The sponsors shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
8. That _____, 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.
9. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

KRAMPUS LEGEND AND ARTS WORKSHOP

Charlotte Zietlow, President

Signature

James McNamara

Printed Name, Title

Dr. Frank N. Hrisomalos

Date

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, Krampus Legend and Arts Workshop, (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 W. 7th Street between the B-Line Trail and N. Madison Street and Madison Street from 4th to 7th Streets, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring Krampus Night, on RELEASEE's property with set up beginning at 7:00 p.m., teardown ending by 8:30 p.m., on Saturday, December 7, 2013; and

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

NOW, THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the 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.

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

RELEASOR

RELEASEE

Krampus Legend and Arts Workshop

Board of Public Works Officer

Date

Date

RESOLUTION 2013-92

City of Bloomington

PARADE PERMIT APPLICATION

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

Organization name and mailing address: KRAMPOS LEGEND AND
ARTS WORKSHOP 904 W. 7th BLVD, IN 47404

Contact person and phone number: KELLYE McBERNE, 322-3754

Information regarding proposed parade:

Date: SAT. DEC 7th, 2013

Time of commencement: 7:30 PM

Expected duration: 30 MIN

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

6:00 LEAVE "THE LAIR" (BANNERLOR CTR), 6:30 WILD ZONE (REV. BUTLER PARK), 7:00 GRAND MARCH (B-LINE), 7:30 PARADE (N. MADISON, BTWN 7th + 32nd)

Expected number of participants: 60

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

CARTS, COSTUMED ACTORS, DRUMMERS

NO VEHICLES, ANIMALS OR BANDS

Traffic control shall be supplied by GRAHAM'S SECURITY 332-2190

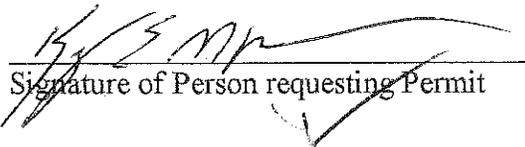
At the following points on the parade route: 7th + BLINE, 7th + MADISON,
6th + MADISON, KIRKWOOD + MADISON, 4th + MADISON

SEE
MAP

The organization requesting the permit is responsible for traffic control.

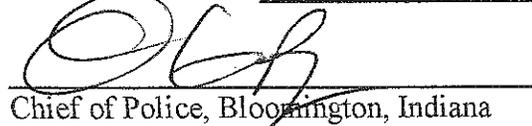
Law Enforcement Agency providing traffic control:

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


Signature of Person requesting Permit

Permit Granted _____

Permit Denied _____


Chief of Police, Bloomington, Indiana

9/23/13
Date

Action taken by Police Department:

The permit is granted with the following conditions:

Pending Board of Public Works approval

The permit is denied _____
For the following reasons:



**WILD ZONE
BUTLER PARK**

**GRAND MARCH
B-LINE TRAIL**

THE LAIR

W Kirkwood Ave

**PARADE
MADISON ST**

W 2nd St



Board of Public Works Staff Report

Project/Event: Nearly Naked Mile, Wednesday, October 30, 2013

Petitioner/Representative: IU Student Alumni Association

Staff Representative: Miah

Meeting Date: October 8, 2013

The IU Student Alumni Association is sponsoring the Nearly Naked Mile Run as part of their homecoming activities on Wednesday, October 30, 2013 between 7:00 and 8:30 p.m.

The run will start at 7th Street and Indiana Avenue and will travel east on 7th Street to the Showalter Fountain. Runners will run the rest of the course on campus and end at Sample Gates. The run is a benefit for United Way.

BPD has approved a Parade Permit subject to BPW approval.

Staff supports the request.

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

**RESOLUTION 2013-93
NEARLY NAKED MILE**

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

WHEREAS, the Indiana University Student Alumni Association has requested use of public streets to conduct a run as part Homecoming Week; and

WHEREAS, the Indiana University Student Alumni Association has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Indiana University Student Alumni Association, has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works and any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, and to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that Indiana University Student Alumni Association, hereinafter "The University" may utilize 7th Street and Indiana Avenue to conduct a Nearly Naked Mile between the hours of 7:00 p.m. and 8:30 p.m., on Wednesday, October 30, 2013 and that streets may be restricted in some way by this event.
2. The University agrees to be responsible for setting up barricades and posting all signage as instructed by City of Bloomington Engineering, and to remove all barricades and signage as soon as all participants have cleared the area.
3. The University shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use private property.
4. The University shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 8:30 p.m., Wednesday, October 30, 2013.
5. The University shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press well in advance of the event. Flyers shall be hand delivered to all businesses affected by the traffic restriction. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
6. _____, by signing this agreement, represents that she/he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
7. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign

Resolution 2013-93

the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS

INDIANA UNIVERSITY STUDENT ALUMNI
ASSOCIATION

Charlotte Zietlow, President

Signature

James McNamara

Printed Name and Title

Dr. Frank N. Hrisomalos

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the Indiana University Student Alumni Association, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), specifically 7th Street and Indiana Avenue, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of conducting the Nearly Naked Mile Run from 7:00 – 8:30 p.m. on Wednesday, October 30, 2013; and

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

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

WHEREAS, RELEASOR hereby agrees to accept the legal responsibility 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.

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

RELEASOR

RELEASEE

Indiana University Student Alumni Association

Board of Public Works

Signature

Officer

Printed Name and Title

Date

City of Bloomington

PARADE PERMIT APPLICATION

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

Organization name and mailing address: IU Student Alumni Association

1000 E. 17th Street Bloomington, IN 47408

Contact person and phone number: 816-853-0876

Information regarding proposed parade:

Date: Wednesday, October 30, 2013

Time of commencement: 8:00 p.m.

Expected duration: Run: 20-30 min

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

Please see attached map and route description

Expected number of participants: 2,000 runners

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

This permit is for the Nearly Naked Mile run and food truck after-party. The event will consist of students running a mile around the campus area. There will not be any vehicles or floats. Following the race, students are invited to grab food from the Bloomington food trucks which will be located on the block of 6th Street from Dunn to Indiana.

Traffic control shall be supplied by IUPD and student volunteers

At the following points on the parade route: Please see attached diagram

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

IUPD

Confirmation received from Law Enforcement agency providing parade route traffic control: 9/16/13 (date).

Victoria R Culver

Signature of Person requesting Permit

Permit Granted **Permit Denied**

[Signature] 9/30/13
Chief of Police, Bloomington, Indiana Date

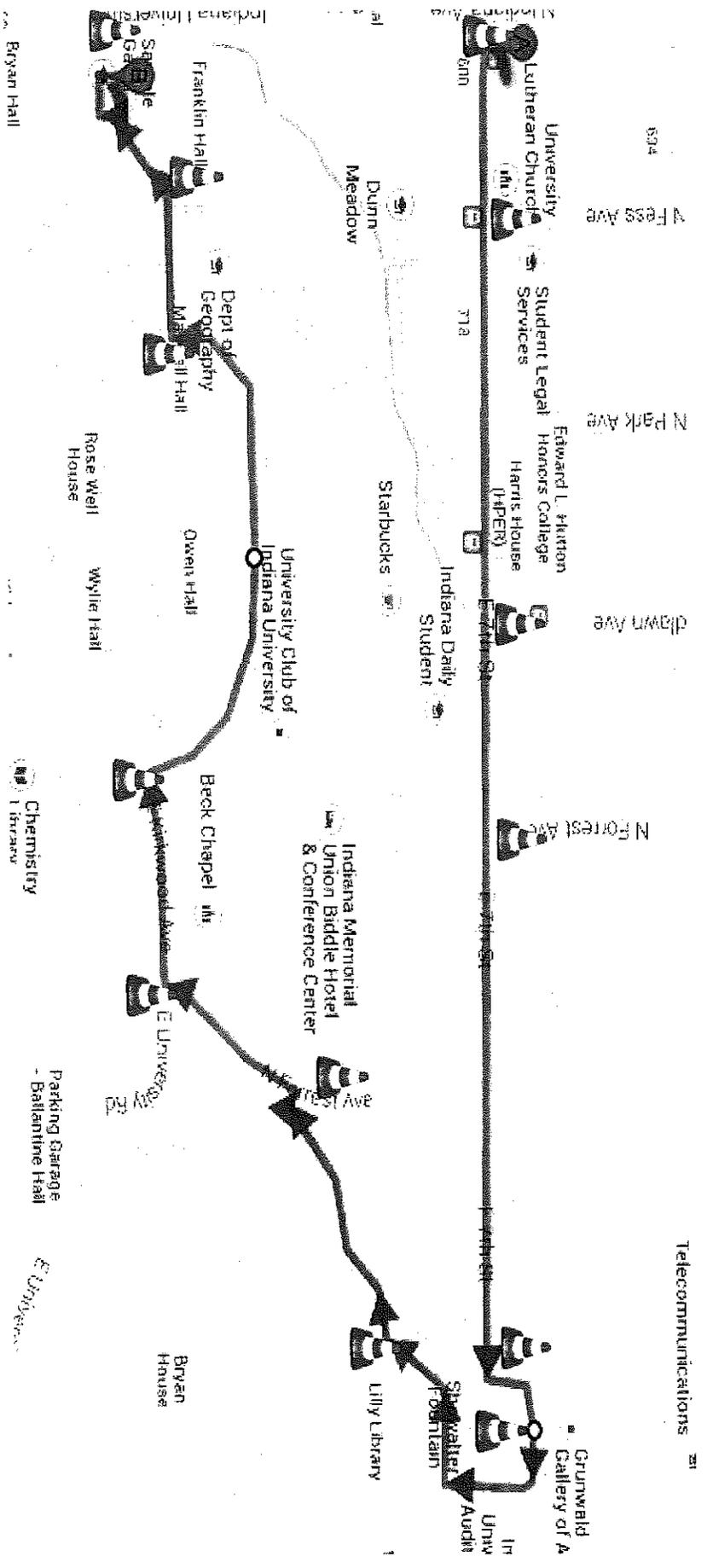
Action taken by Police Department:

The permit is granted , with the following conditions:
Pending Board of Public Works approval

The permit is denied

For the following reasons:

Nearly Naked Mile Route 2013



- Start at the corner of Indiana Ave and 7th Street.
- Circle Showalter Fountain
- Take walking path behind Woodburn to Forrest Ave
- Turn left on Forrest Ave
- Turn right on East Kirkwood Ave
- Follow Kirkwood Ave loop behind the union
- Turn right on the walking path at the circle drive
- Complete race at the Sample Gates



Represents areas where traffic control volunteers / IUJPD will be stationed



Board of Public Works Staff Report

Project/Event: Knitting to Heal
Petitioner/Representative: Middle Way House
Staff Representative: Miah
Meeting Date: October 8, 2013

Middle Way House is once again requesting to utilize downtown trees for their "Knitting to Heal" event. Designated trees around the square will be wrapped in knitted textiles. Businesses and individuals have been asked to sponsor a tree and sponsorship funds will be used towards the cost of materials with the proceeds going to the Middle Way cause.

The event would begin in October and end in March 2014.

Staff recommends approval.

RESOLUTION 2013 - 94
Middle Way House - Knitting to Heal

WHEREAS, Middle Way House, Inc. has a project called “Knitting to Heal”; and

WHEREAS, the main component of this project is to allow artists to adopt a tree in the downtown public right of way, and create a knitted wrap for the tree; and

WHEREAS, October is domestic Violence Awareness Month, the project will be a fundraiser for Middle Way House with the wrapping of trees to heal a victim of abuse;

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

WHEREAS, the Board of Public Works agrees that this project to raise awareness and funding for violence victim services is important to the community and an opportunity to display public art; and

WHEREAS, Middle Way House, Inc. agrees to hold the City harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works agrees to allow Middle Way House, Inc., and Yarns Unlimited, hereinafter “Sponsors” to temporarily wrap approximately twenty trees that are in the downtown right of way in various textile pieces provided that:

1. Trees to be wrapped will be identified by the City of Bloomington Urban Forrester.
2. Staples, nails nor screws will not be used to attach the textiles to the trees.
3. Wraps will be maintained and kept in an attractive manner.
4. If at any time it is determined that any of the wraps become unsafe, ugly or a nuisance to the general public, then the sponsor will move said encroachments upon notification by City, without compensation by City.
5. The City of Bloomington will not be responsible for any damages or vandalism to the wraps.
6. Recognition of sponsors may be attached to the wraps but may not include logos or pictures and may not be larger than 8 ½ X 11 inches in size.

7. Wraps may be installed around trees beginning on October 9, 2013 and must be removed from the trees by March 15, 2014.
8. _____ by signing this agreement, represents that she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
9. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

BOARD OF PUBLIC WORKS

MIDDLE WAY HOUSE, INC.

Charlotte Zietlow, President

Signature

James McNamara

Printed Name and Title

Dr. Frank N. Hrisomalos

Date

**RELEASE, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

WHEREAS, Middle Way House, Inc. desires to use the facilities or public property of the City of Bloomington (“RELEASEE”), specifically, trees in the right of way in the downtown area, which are operated, supervised, and maintained by the RELEASEE’S Board of Public Works, for Knitting to Heal on the RELEASEE’s property, beginning on October 9, 2013, and ending on March 15, 2014.

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

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

WHEREAS, RELEASOR hereby agrees to accept the legal responsibility 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.

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

RELEASOR

RELEASEE

Middle Way House, Inc.

Board of Public Works

Signature

Officer

Printed Name and Title

Date

Date



Board of Public Works Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Andrew Weissert – Nowhere Mandrews, LLC

Staff Representative: Jason

Meeting Date: October 8, 2013

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

The business will operate from a food cart selling hotdogs, walking tacos and drinks. Working lunches and late nights

This application is for one year.

Staff is supportive of the request.

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

RESOLUTION 2013-95
Itinerant Merchant Food Vendor in Public Right of Way
Andrew Weissert – Nowhere Mandrews, LLC

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

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

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

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

The following conditions attach to this approval:

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

RESOLUTION 2013-95

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

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

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

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

Andrew Weissert

Date: _____



Itinerant Merchant, Solicitor and Peddler License Application Checklist

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

License Length and Fee Information

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

Applicant Information

| | | | |
|-------------------|---------------------------|----------------|---------------|
| Name: | Andrew C. Weissert | | |
| Title: | Owner | Date of Birth: | 02/16/87 |
| Physical Address: | 914 W. Oak st. | | |
| City, State, Zip: | Ellettsville, IN, 47429 | | |
| E-Mail Address: | nowheremandrews@gmail.com | | |
| Phone Number: | (574)292-0166 | Mobile Phone: | (574)292-0166 |

Corporate Contact Information

| | | | | | |
|-------------------------------|----------------------------|--|-----------------------------------|-----------------------------------|---------------------------------------|
| Name of Employer: | NOWHERE MANDREWS LLC. | | | | |
| Physical Address of Employer: | 914 W. Oak st. | | | | |
| City, State, Zip: | Ellettsville, IN, 47429 | | | | |
| Phone Number of Employer: | (574)292-0166 | | | | |
| Employer is a: | <input type="radio"/> Firm | <input checked="" type="radio"/> Limited Liability Corporation | <input type="radio"/> Corporation | <input type="radio"/> Partnership | <input type="radio"/> Sole Proprietor |

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

Mobile push cart that sells hot dogs, walking tacos, and drinks. Lunch and Late night

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

A small hot dog cart with detachable towing tongue. Towed by a 2002 Buick Regal

License Plate Number: **780KPA** Vehicle Identification Number (VIN): **LN2AD001XDJ000575**

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

You Must Obtain the Following:

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

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

| | |
|----------------------|---|
| Name (printed): | Andrew Christopher Weissert |
| Signature: |  |
| Date Release Signed: | 09/12/2013 |

State of Indiana
Office of the Secretary of State

CERTIFICATE OF ORGANIZATION
of
NOWHERE MANDREW'S LLC

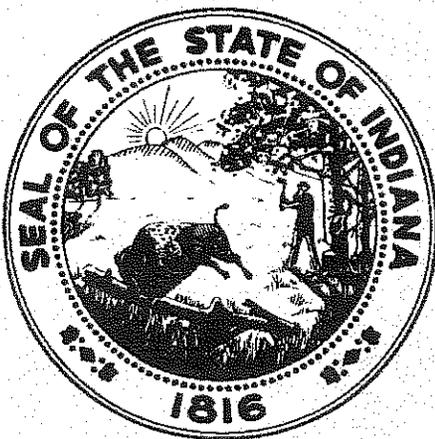
I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, July 16, 2013.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 16, 2013

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE



APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
7/16/2013 1:50 PM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

ARTICLE I - NAME AND PRINCIPAL OFFICE

NOWHERE MANDREW'S LLC

914 W OAK ST, ELLETTSVILLE, IN 47429

ARTICLE II - REGISTERED OFFICE AND AGENT

ANDREW C. WEISSERT

914 W OAK ST, ELLETTSVILLE, IN 47429

ARTICLE III - GENERAL INFORMATION

What is the latest date upon which the entity is to Perpetual
dissolve?:

Who will the entity be managed by?: Managers

Effective Date: 7/16/2013

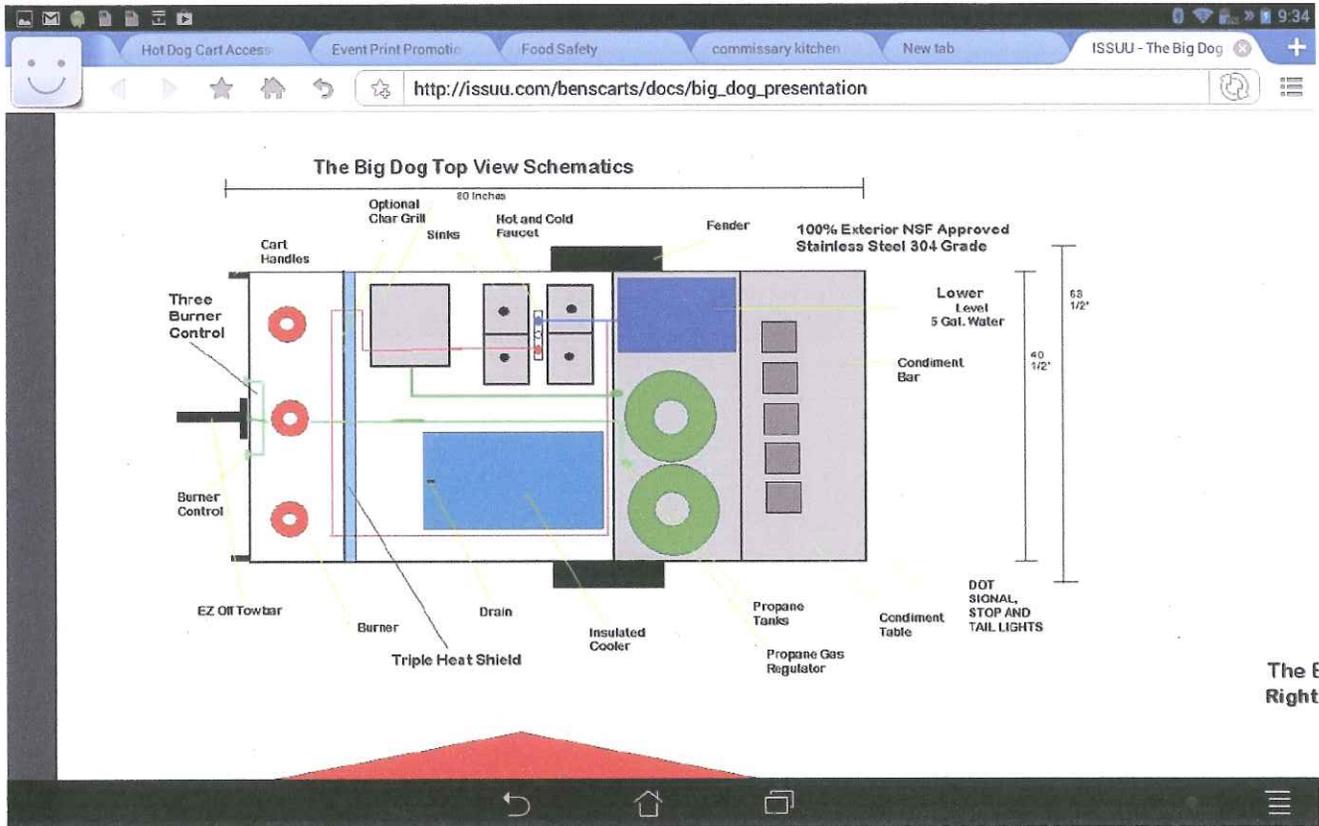
Electronic Signature: ANDREW WEISSERT



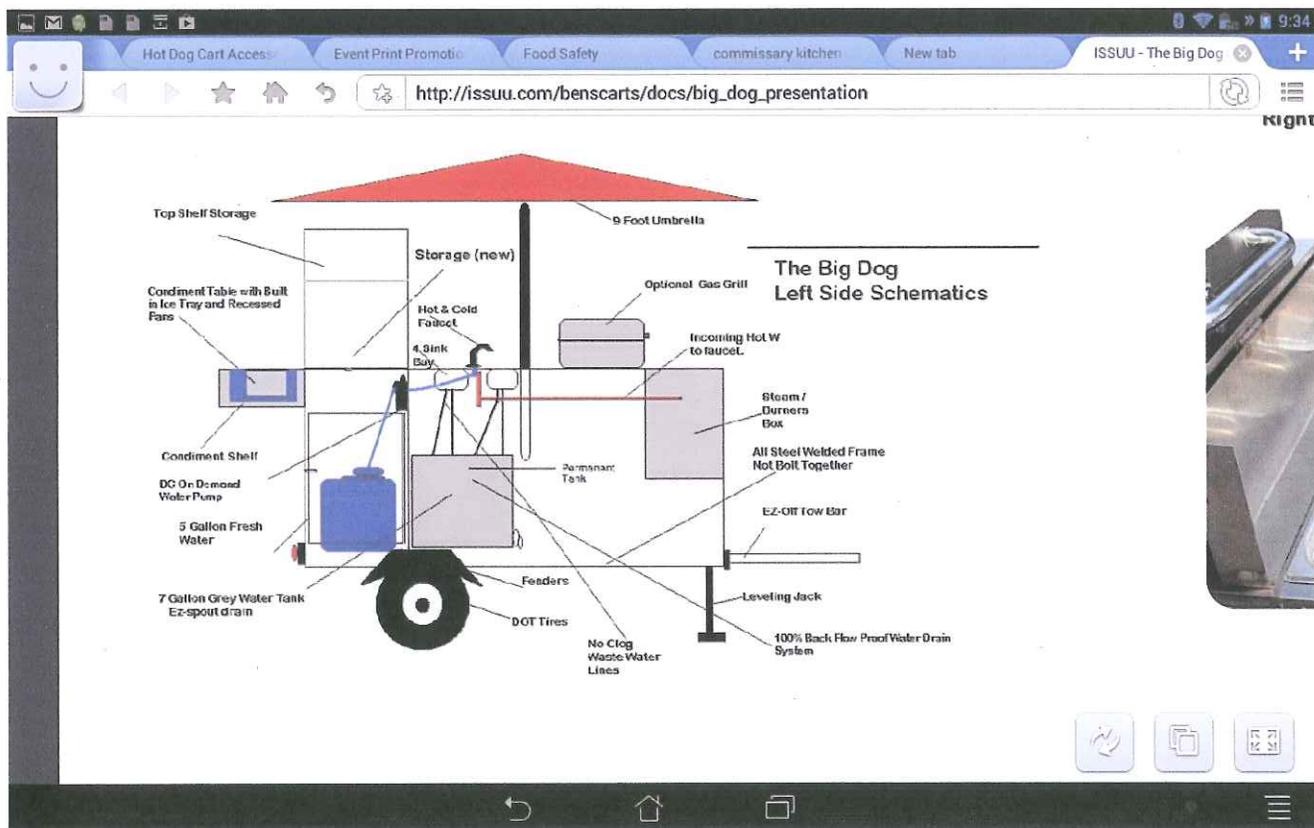


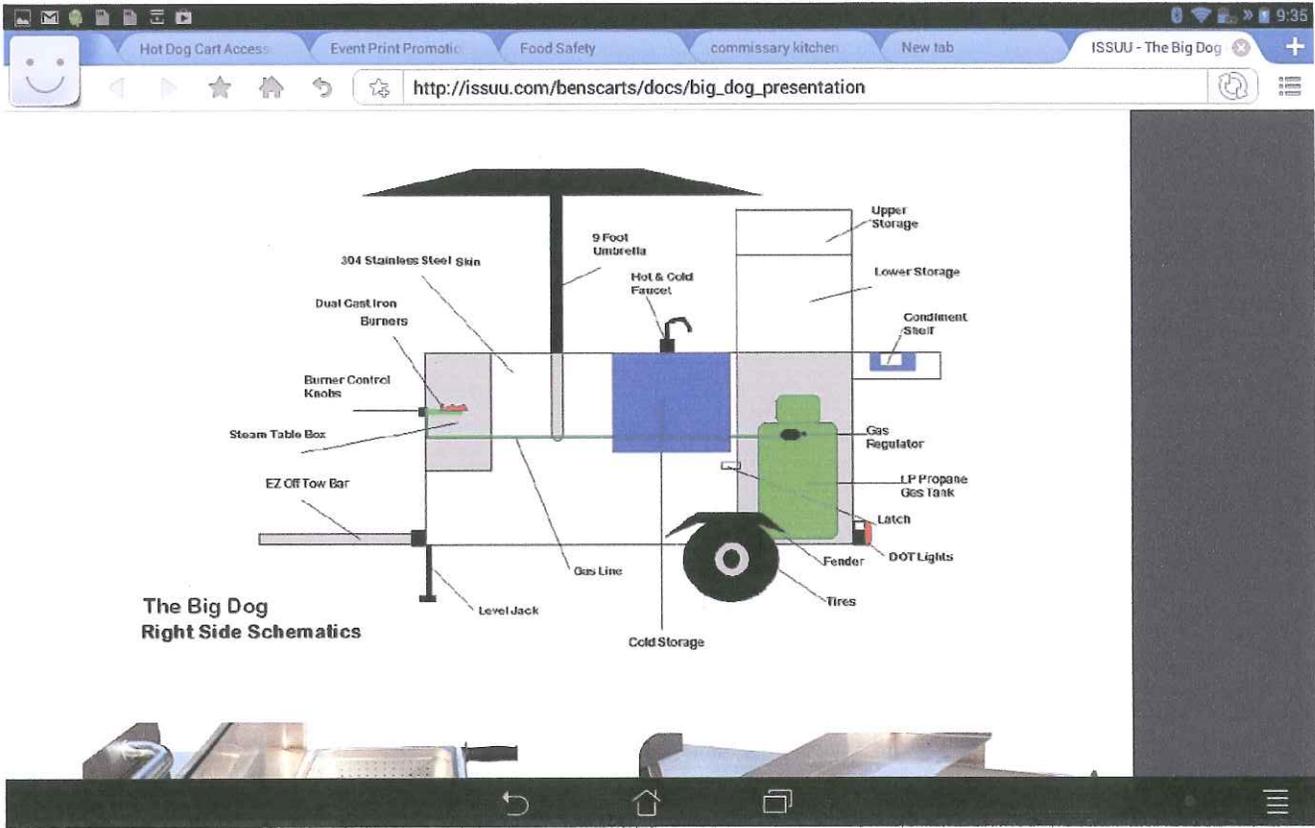






The Right





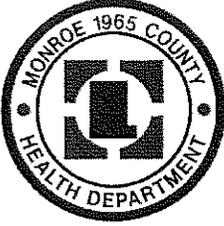
The Big Dog Top View Schematics

The Big Dog Right Side Schematics

The Big Dog Left Side Schematics

1 of 1

9/11/2013 6:21 PM



Monroe County Health Department
Monroe County, Indiana

Health Department
119 W. 7th Street
(812) 349-2543

Futures Family Planning Clinic
338 S. Walnut Street
(812) 349-7343

Public Health Clinic
333 E. Miller Drive
(812) 353-3244

Monday, September 09, 2013

Andrew C Weissert
914 W Oak Street
Ellettsville, IN 47429

Dear Mr. Weissert:

Re: Design review of the mobile unit: *Nowhere Mandrews LLC*, 914 W Oak Street, Ellettsville, IN 47429.

The Monroe County Health Department has reviewed the proposed equipment and layout plans for, the mobile unit: *Nowhere Mandrews LLC*, as it pertains to 410 Indiana Administrative Code (IAC) 7-24 and Chapter 341 of the Monroe County Code governing sanitation of Retail Food Establishments. Your Commissary agreement indicates you will be using "One World Commissary" for your: ware washing, food storage, food prep, and your waste water disposal. Jay Burton, the General Manager has signed off on your agreement.

The Department finds the plan review and drawing to be adequate at this time. A pre-opening inspection of your unit shall be scheduled and conducted prior to receiving approval for your food license.

Feel free to contact our office with any questions or concerns.

Sincerely,

Sandy Wallace
Monroe Co Health Dept
Food Protection Staff
(812) 349-2837
swallace@co.monroe.in.us





RETAIL FOOD ESTABLISHMENT INSPECTION REPORT

State Form 48669 (R2/2-05)
SDH Form 51-0001

Monroe Co Health Dept
219 W. 7th St. Blountsville
(812) 349-2543

Based on an inspection this day, the item(s) noted below identify violations of 410 IAC 7-24, Indiana Retail Food Establishment Sanitation Requirements. The time limit for correction of each violation is specified in the narrative portion of this report.

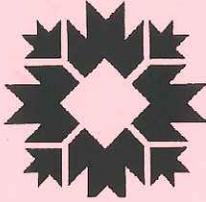
| | | | |
|--|--|---|--------------|
| Establishment Name <i>Nowhere Mandrills LLC</i> | Telephone Number <i>574-292-0166</i> | Date of Inspection (mm/dd/yr) <i>9/11/13</i> | ID # |
| Establishment Address (number and street, city, state, ZIP code) <i>914 W. Oak St. Ellettsville, IN 47429</i> | | | |
| Owner <i>Andrew C. Ukissert</i> | Purpose: 1. Routine 2. Follow-up 3. Complaint 4. <u>Pre-Operational</u> 5. Temporary 6. HACCP 7. Other (list) | Follow-up | Release Date |
| Owner's Address | | Summary of Violations: C <u> </u> NC <u> </u> R <u> </u> | |
| Person in Charge <i>Andrew Ukissert</i> | | Menu Type (See back of page) 1 <u> </u> 2 <u> </u> 3 <u> </u> 4 <u> </u> 5 <u> </u> | |
| Responsible Person's E-mail | | | |
| Certified Food Handler <i>to be obtained within 3 Mos.</i> | | | |

• CRITICAL ITEMS ARE IDENTIFIED IN THE CHECKLIST AND NARRATIVE COLUMNS MARKED "C"

• VIOLATION(S) REPEATED FROM PREVIOUS INSPECTIONS ARE DENOTED IN THE "SUMMARY OF VIOLATIONS" AND IN THE NARRATIVE BELOW AS "R"

| Section# | C/NC | R | Narrative | To Be Corrected By |
|----------|------|---|--|--------------------|
| | | | <i>Good to Open!</i> | |
| | | | <i>looked over Mobile Cart - looks great!</i> | |
| | | | <i>Discussed: the various food handling highlights -</i> | |
| | | | <i>No bare hand contact</i> | |
| | | | <i>White water disposal</i> | |
| | | | <i>Hot water heater + pump</i> | |
| | | | <i>Coolers, Condiments</i> | |

| | |
|--|---|
| Received by (name and title printed): <i>Robert [unclear]</i> | Inspected by (name and title printed): <i>Sandy [unclear] MCHD</i> |
| Received by (signature): | Inspected by (signature): |
| cc: | cc: |



**City of Bloomington
Fire Department
Fire Prevention Bureau**



John Fernandez
Mayor

Bloomington Fire Department
P. O. Box 100
Bloomington, IN 47402

(812) 332-9763
(812) 332-9764 FAX
E-Mail: smiths@city.bloomington.in.us

Application For Open Burning

Location of Proposed Burn: Downtown

Date of Proposed Burn: Year Round

Starting: Any AM/PM Ending Any AM/PM

Owner of Property: City of Bloomington

Person Requesting Permit: NOWHERE MANDREWS LLC.

Mailing Address: 914 W. Oak St.

City: Ellettsville State: IN Zip: 47429

Daytime Phone Number: (574) 292-0166

*Note: if application is not filled out by property owner, authorization from owner is required.

Andrew Weisant 8/23/2013
Signature Date

Office Use Only

Fire District: 1 Shift: 1

Captain: 1 B.C. : 1

Application Status: Approved Denied

Authority: [Signature] Date: 8-26-2013

This application is only valid if properly authorized. Open burning is only permitted during the time/date specified on this permit. The applicant agrees to conform to all requirements of the Indiana Fire Prevention Code as adopted by the City of Bloomington and to City Municipal Code Title 18.

White – Office Yellow - Station Pink – Requesting Party



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/19/13

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

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

| | | | |
|----------------------------|---|-------------------------------|--------|
| PRODUCER | | CONTACT NAME: | |
| McCarthy Insurance, LLC | PHONE (A/C No. Ext): (574) 207-8704 | FAX (A/C No.): (888) 214-5681 | |
| 1402 Portage Ave. | E-MAIL ADDRESS: mca@mcinsurance.com@mca.net | | |
| South Bend, IN 46816 | INSURER(S) AFFORDING COVERAGE: | | NAIC # |
| Phone (574) 287-8704 | INSURER A: USLI | | |
| Fax (888) 214-5681 | INSURER B: | | |
| INSURED | INSURER C: | | |
| Nowhere Mandrew's Hot Dogs | INSURER D: | | |
| 914 Oak St. | INSURER E: | | |
| Bloomington, IN 47429 | INSURER F: | | |
| | (574) 292-0166 | | |

COVERAGES

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------------|-------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> ISO <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL-OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> <input type="checkbox"/> DED <input type="checkbox"/> RETIREMENTS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY EMPLOYER/PARTNER/SUBSIDIARY OFFICER/MEMBER EXCLUDED (Member in IN) <input type="checkbox"/> F-120, specified trailer DESCRIPTION OF OPERATIONS: <i>Mobile</i> | Y | CP 1581022 | 08/14/2013 | 08/14/2014 | EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (EA. OCCURRENCE) \$ 100,000.00 MED EXP (any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 1,000,000.00 PRODUCTS - COMP/CP AGO \$ 1,000,000.00 \$ COMBINED SINGLE LIMIT (EA. ACCIDENT) \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ <input type="checkbox"/> VAC STATUS-TIME LIMITS <input type="checkbox"/> DTP <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

Mobile Hot Dog Vendor

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
401 N Morton St, Suite 130
PO BOX 100
Bloomington, IN 47402

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

MOBILE

NOWHERE MANDREWS LLC

914 W. OAK STREET

ELLETTSVILLE, IN 47459

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

Issued SEP 25 2013

By *Thomas W. Magraw*

2013

Expires 3/31/14

This License Is Not Transferable to Another Individual or Location



Board of Public Works Staff Report

Project/Event: Green Acres Neighborhood Block Party

Petitioner/Representative: Neighborhood

Staff Representative: Christina Smith

Meeting Date: October 8, 2013

The Green Acres Neighborhood wishes to close East 4th Street between the dead end and South Hillsdale Drive for a block party on Saturday, October 26, 2013. The street will be closed to vehicular traffic from 12 noon to 5:00p.m.

This event will serve as a forum for residents to get to know each other and welcome new residents to the neighborhood.

They have requested a noise permit during the hours of the event so that live music may be played during the festivities.

Staff is supportive of request.

Recommend Approval by: Christina Smith

RESOLUTION 2013-96
Green Acres Neighborhood Block Party

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

WHEREAS, the Neighborhood is desirous of using East 4th Street between the dead end and South Hillsdale Drive and for a neighborhood block party; and

WHEREAS, the City of Bloomington encourages and values activities for residents to get to know their neighbors; and

WHEREAS, The Neighborhood has agreed to execute the "Release, Hold Harmless and Indemnification Agreement" regarding the use of the City of Bloomington's property which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED:

1) That the City of Bloomington Board of Public Works declares East 4th Street between the dead end and South Hillsdale Drive shall be temporarily closed to motor vehicle traffic and parking from 12 noon to 5:00 p.m. on Saturday, October 26, 2013 for the purpose of staging a neighborhood party.

2) That by granting approval for this event, the Board of Public Works, waives the City Noise Ordinance until 5:00 p.m. so music may be enjoyed during the event.

3) The neighbors, in conjunction with this event, agree to the following:

A. The Neighborhood agrees to be responsible for posting "no parking" signs at least 24 hours in advance of the street closing. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works. The Association shall be responsible for placement and removal of barricades. The Association is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. The Association agrees to place barricades to close the street, not before 12 noon, and to remove barricades by 5:00p.m., Saturday, October 26, 2013.

B. The neighbors agree to be responsible for obtaining any required permits or licenses.

C. The neighbors agree to notify the Police and Press well in advance of the street closing (at least 48 hours in advance).

D. The neighbors agree to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trashcans. Clean-up after the event shall be completed by 5:00 p.m. on the day of the event.

4) That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2013.

Resolution 2013-96

BOARD OF PUBLIC WORKS

ALL TERMS AND CONDITIONS
CONTAINED IN THIS RESOLUTION
AND AGREED TO:

Charlotte Zietlow, President

Signature

James McNamara

Printed Name
For Green Acres Neighborhood

Dr. Frank N. Hrisomalos

Date:

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the University Street Neighborhood (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 East 4th Street between the dead end and South Hillsdale Drive, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring a block party on RELEASEE'S property with set up beginning at 12 noon and teardown ending by 5:00 p.m. on Saturday, October 26, 2013; and

WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such activities to be conducted 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.

_____, as _____ of the Green Acres Neighborhood, represents and certifies that he/she 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.

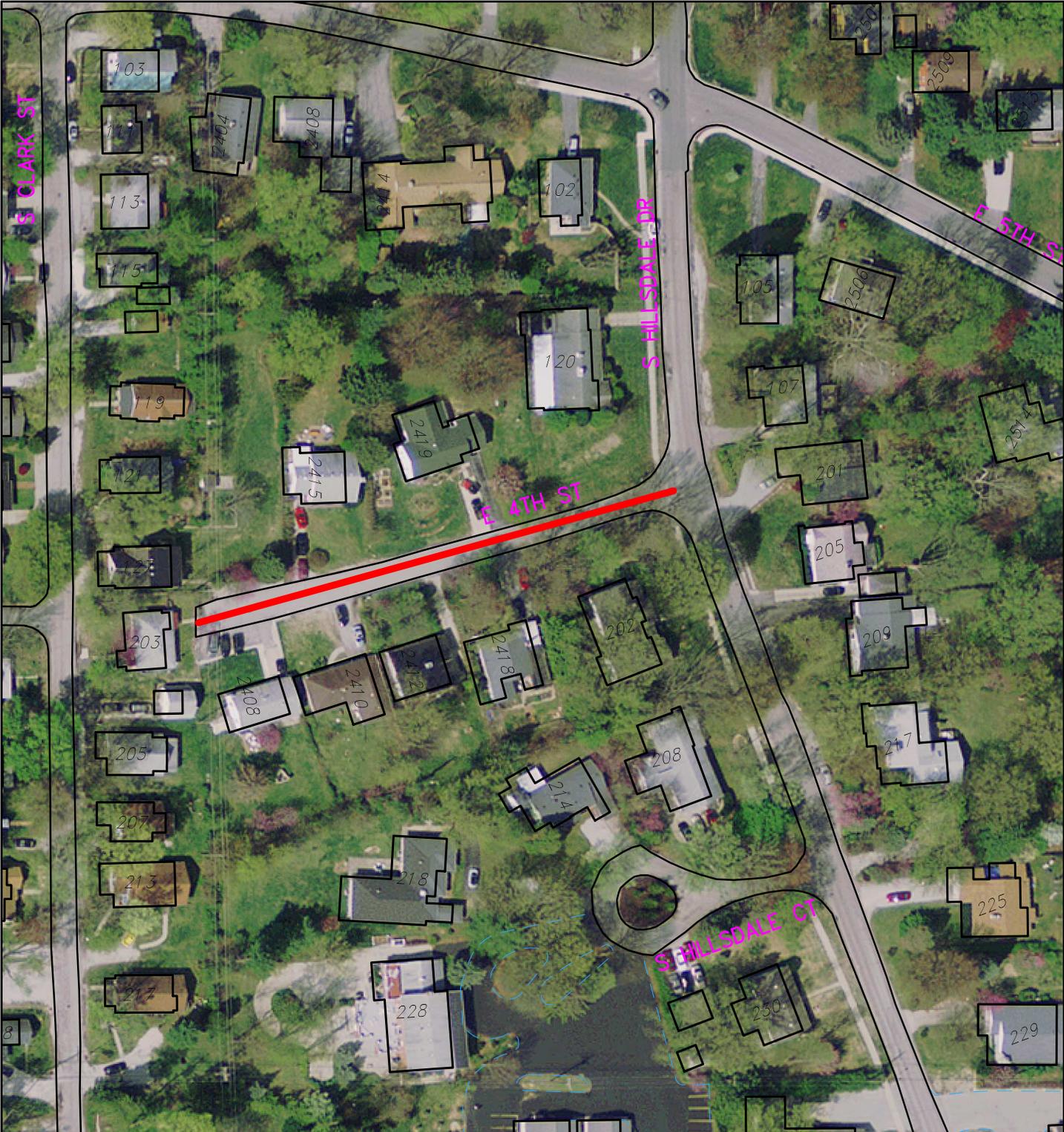
"RELEASOR"

"RELEASEE"

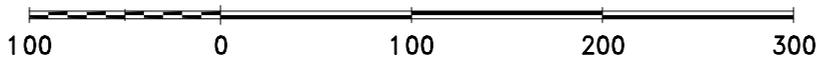
Signature

Board of Public Works Member

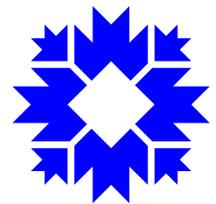
Printed Name-For Green Acres Neighborhood



By: smithc
3 Oct 13



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Addendum to Agreement to Purchase Parking Meter Equipment and Related Services

Petitioner/Representative: Public Works

Staff Representative: Rick Routon

Meeting Date: October 8, 2013

On May 7, 2013, the Board of Public Works approved the Agreement to Purchase Parking Meter Equipment and Related Services between the City of Bloomington and IPS Group, Inc.

Both parties wish to enter into and adhere to a list of conditions set forth in this addendum that provides clarification relating to the 2G cellular technology services.

2G technology stands for second-generation wireless telephone technology. This was the beginning of digital phone encryption. The technology is starting to be phased out by all carriers. Each carrier has a speculation date of when that will be, but nothing firm. So, we are asking if the carrier that is providing the 2G data communications for the parking meters through IPS Group, Inc. would discontinue 2G services here in Monroe County that IPS Group, Inc. be responsible for the cost and installation of the new modems.

Staff recommends approval of the Addendum Agreement to Purchase Parking Meter Equipment and Related Services.

Recommend **Approval by:** Rick Routon

**ADDENDUM TO AGREEMENT TO PURCHASE PARKING METER
EQUIPMENT AND RELATED SERVICES**

WHEREAS, on May 7, 2013, the City of Bloomington, Indiana, by and through its Board of Public Works (hereinafter "City") entered an Agreement to Purchase Parking Meter Equipment and Related Services with IPS GROUP, INC., a Pennsylvania corporation ("IPS"); and

WHEREAS, the parties wish to clarify the carrier providing data management services to the City's parking meters and the cellular technology that will be used throughout the term of the Agreement.

NOW THEREFORE, in consideration of the conditions set forth herein, the parties hereby agree as follows:

1. IPS currently utilizes 2G cellular technology.
2. T-Mobile and Verizon are two carriers that IPS uses to provide the data management services using 2G technology.
3. IPS assures the City that T-Mobile or Verizon can provide data management services for the City's parking meters using 2G technology.
4. IPS additionally states that it has no concerns either of these carriers will phase out their provision of services using 2G technology during the term of this Agreement.
5. The term of the Agreement, as contained in Article 1 of the Agreement to Purchase Parking Meter Equipment and Related Services, includes an initial five (5) year term and a three (3) year extension should the City's Board of Public Works exercise its option to extend the Agreement beyond the initial term.
6. The term of this Addendum shall also include the initial five (5) year term and an optional three (3) year extension.
7. IPS informed the City that it has guarantees from the carriers that they will support 2G technology in Monroe County, Indiana, at least until 2019.
8. Should IPS receive notice from T-Mobile or Verizon of an intention to end its support of 2G technology in Monroe County, Indiana, IPS shall provide the City with a copy of that notice within thirty (30) days of IPS's receipt of that notice from the carrier.

9. IPS agrees to upgrade the data management services if, and only if, such an upgrade became necessary due to the carrier's phasing out support for 2G technology in Monroe County, Indiana.
10. IPS and the City agree that should this upgrade be required at any time while the Agreement and Addendum are in effect, IPS would bear any and all costs of new hardware and of equipment modifications to accommodate that new hardware.
11. Should an upgrade become necessary, IPS and the City shall negotiate the level of technology that will be implemented.
12. The parties shall each be allowed to negotiate the cost of data services with carriers. If the City's governmental discount provides greater savings to the City, the City shall be allowed to contract directly with that carrier for data management.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed this _____ day of _____, 2013.

CITY OF BLOOMINGTON

IPS GROUP, INC.

By: _____
Charlotte Zietlow, President
Board of Public Works

By: _____
Chad P. Randall,
Chief Operating Officer

By: _____
Mark Kruzan, Mayor