

**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**Tuesday, October 23, 2012 @ 5:30 p.m.**  
(This Meeting May be Televised)

A Regular Meeting of the Board of Public Works to be Held Tuesday, October 23, 2012 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 – October 9, 2012**

**III. PETITIONS & REMONSTRANCES**

**IV. TITLE VI ENFORCEMENT**

**V. HEARINGS FOR NOISE APPEAL**

**VI. OLD BUSINESS**

1. Approve Time Extension on Use of 4<sup>th</sup> Street Right of Way for Sculpture Fabrication

**VII. NEW BUSINESS**

1. Plat Approval for North Dunn Street-2 Lot Minor Plat
2. Order to Repair or Remove Unsafe Structure and Approve Bid to Complete Work at 2526 S. Spicewood Lane
3. Resolution 2012-88: Use of Public Sidewalks for the IU Health AIDS Walk Event (Saturday, 3/23)
4. Resolution 2012-89: Use of Public Streets for the Downtown Bloomington Canopy of Lights Event (Friday, 11/23)
5. Resolution 2012-90: Allow Itinerant Merchant to Operate in the Public Right of Way (Mehdi Saberi)
6. Request for Noise Permit for Trained Eye Arts Center Anniversary Event (Saturday, 11/10)
7. Authorization of Outdoor Lighting Service Agreement for the East 3<sup>rd</sup> Street Sidewalk Project
8. Approval of Good Earth Contract for Vacuumed Leaf Acceptance
9. Approval of Addendum #3 for W. 3<sup>rd</sup> Street Construction Inspection Contract
10. Approval of Change Order #45 for W. 3<sup>rd</sup> Street Project

**VIII. STAFF REPORTS & OTHER BUSINESS**

**IX. APPROVAL OF CLAIM**

**X. ADJOURNMENT**

## **DRAFT COPY**

The Board of Public Works meeting was held on Tuesday, October 9, 2012 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

Present: Charlotte Zietlow  
James McNamara

City Staff: Susie Johnson – Director public works  
Chris Smith – Public Works  
Miah Michaelsen – ESD  
Jackie Moore – City Legal  
Rayanne Cox - Parking  
Mike Arnold – HAND  
Adrian Reid – City Engineer  
Laurel Archer – Public Works

Zietlow reported that 3<sup>rd</sup> Street looks much better than it did two weeks ago, and she is very appreciative. Second Street is closed again, which was a surprise, and dug up. Zietlow asked if this was still Economic Stimulus. McNamara stated it was.

McNamara moved approval of minutes from September 25, 2012. Zietlow seconded the motion. The minutes were approved.

None

None

None

None

Mike Arnold, Housing & Neighborhood Development, stated a neighbor called to report this property after a tree fell on it. The owner has begun work, and cleared most of the tree and debris. The owner is asking for an extension until November 30<sup>th</sup> to complete repairs. Staff supported this request for time extension until November 30, 2012.

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

### **ROLL CALL**

### **MESSAGES FROM BOARD MEMBERS**

### **APPROVAL OF MINUTES**

### **PETITIONS & REMONSTRANCES**

### **TITLE VI ENFORCEMENT**

### **HEARINGS FOR NOISE APPEALS**

### **OLD BUSINESS**

### **NEW BUSINESS**

### **Approve Time Extension on Order to Repair Unsafe Structure – 1612 E. Matlock Road**

Zietlow asked for clarification that the owner is, in fact, working on it. Arnold stated yes.

McNamara made a motion to approve the time extension on Order to Repair Unsafe Structure at 1612 E. Matlock Road until November 30, 2012. Zietlow seconded the motion. The motion passed.

Chris Smith, Public Works, introduced herself. Smith stated McDoel Gardens Neighborhood Association wants to hold a block party on Saturday, October 13<sup>th</sup>. There will be tables, chairs, pop-up tents and activities will be place on Madison Street between Dodds and 907 S. Madison. The event will take place between the hours of 4:00 and 10:00 p.m. The Resolution also waives the noise ordinance during the hours of the event. Staff feels this is a great opportunity for neighbors to get to know each other and supported the event. Zietlow asked if everyone concerned had been contacted. Smith stated yes.

**Resolution 2012-82: Use of 900 Block of S. Madison Street for McDoel Gardens Neighborhood Association Block Party (Saturday, 10/13)**

McNamara made a motion to approve Resolution 2012-82: Use of 900 Block of S. Madison Street for McDoel Gardens Neighborhood Association Block Party on Saturday, October 13<sup>th</sup>. Zietlow seconded the motion passed. Resolution 2012-82 approved.

Miah Michaelsen, Assistant Economic Development Director for the Arts, introduced herself. Miah reported the Pourhouse Café would like to would like to have a Fall Festival in fronts of its café at 314 E. Kirkwood and on the northern half of the north-south alley immediately to the west of the café on Saturday, October 27 from 27<sup>th</sup> from 2:00 p.m. to 10:00 p.m. The festival will be a family friendly event featuring games, crafts and live music. The event is free but donations will be accepted to benefit the café which is a non-profit service organization. The Café is requesting the closure of the alley from 1:00 p.m. to 11:00 p.m. to facilitate the activities. They also requested a noise permit for the event. The Café has notified its nearby neighbors of the event.

**Resolution 2012-83: Use of Public Alley in the 300 block of E. Kirkwood Avenue for Pourhouse Café Fall Festival (Saturday, 10/27)**

Lynn Brown, Manager of the Pourhouse Cafe, introduced herself and stated she would be happy to answer any questions. There were no questions for Ms. Brown.

McNamara made a motion to approve Resolution 2012-83, Use of Public Alley in the 300 block of E. Kirkwood Avenue for Pourhouse Café Fall Festival on Saturday, October 27<sup>th</sup>. Zietlow seconded the motion. The motion passed. Resolution 2012-83 approved.

Miah reported Indiana University Student Foundation is sponsoring several events through its Fall Cycling Series is sponsoring many

**Resolution 2012-84: Use of Public Streets for IU**

**Fall Cycling Series**  
**(Thursday, 10/25-Sunday**  
**10/28)**

events through its Fall Cycling Series, October 25 – 28, 2012. There are several events, the Individual Time Trails from 4 to 9 p.m. on Thursday the 25<sup>th</sup>. The course begins on E. 17<sup>th</sup> Street and N. Walnut Grove Street, travels south to E. 13<sup>th</sup> Street, then west on E. 13<sup>th</sup> Street, north on Fee Lane, east on E. 14<sup>th</sup> Street, then north on Walnut Grove. Street closures are requested on those streets for that time period.

The Duathlon, from 1-5 pm on Saturday, October 27, participants will run, ride and run again on a course that travels from N. Fee Lane to N. Jordan Avenue and through IU's campus. There will be no street closures; however, they request to temporarily block traffic on Fee Lane directly in front of the Gladstein Indoor Track Facility for 5 to 10 minute intervals during the race.

The Street Sprints, from 12 – 6 pm, with the race at 1:00 p.m. on Sunday, October 28<sup>th</sup>, participants will be drag racing on Little 500 bikes and sprint 200 meters up Jordan Avenue. Street closures are requested for North Jordan Avenue, between East Law Lane and E. 17<sup>th</sup> Avenue during the event. The entrance to Jordan from Lingelbach Lane will also be closed.

Indiana University Police Department will be providing security for the event.

Miah stated Bloomington is a bike town and recommended approval.

Matthew Michael, member of the IU Student Foundation and Fall Cycling Committee. Zietlow asked Matthew to explain the whole event. Michael stated the premier event that the Student Foundation runs is Little 500 in the spring. In the Fall the Foundation likes to sponsor fall cycling for the riders so they can stay sharp for Little 500 and do some training. The charge for events is \$10 to 15 dollars per event and the money goes to cover cost. Any profit goes to student scholarships through the Student Foundation. Michael also explained the different events.

Zietlow asked how many participants they expect. Matthew stated roughly 100 for the duathlon and time trails, close to 120 for the street sprints.

McNamara asked if this is for men and women. Matthew stated yes.

Miah stated there is an alteration in the Resolution. In the Resolution item #4 states *Indiana University Student Foundation Shall be responsible for posting no parking signs 12 hours in advance*; it should be changed to 72 hours.

McNamara made a motion to approve Resolution 2012-84, Use of Public Streets for IU Fall Cycling Series, Thursday October 25 thru Sunday, October 28<sup>th</sup>, with the amendment to #4 of the resolution replacing 12 hours to 72. Zietlow seconded the motion. The motion passed. Resolution 2012-84 with amendment.

Miah explained IU's Association of Pre-Medical Students, otherwise known as MAPS, has the mission of encouraging, retaining, and empowering minority students pursuing careers as healthcare professionals. They periodically engage in fundraising activities to support their community service and outreach efforts. They are requesting to hold a midnight bake sale event from 11 p.m. to 1:00 a.m. on Thursday, November 1<sup>st</sup> and Friday, November 2<sup>nd</sup> from 11:00 p.m. to 1:00 p.m. at 430 West Kirkwood Avenue. Proceeds from the bake sale will be used to fund their annual Adopt-a-Family Holiday event, alternative spring break trips, high school outreach programs, and many other projects. Bake goods will be donated from many local businesses or baked by members of the organization. They have contacted the Monroe County Health Department and have been approved to sell these items.

Miah further explained it has been determined when an Itinerant Merchant petitioner, even a charity, wishes to operate in the right of way; permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development will confirm that all other rules and regulations have been met prior to an Itinerant Merchant Permit being issued.

Shelby Beil, co-fundraiser chair for MAPs, and Anisha Comex, the other co-fundraiser chair introduced themselves. Also introduced was the Director of Finance for IU MAPS.

Shelby stated the second night will be need if all bake goods are not sold the first night. MAPS does all different types of philanthropy events. The Adopt-a-Family event they did last year won the B-more Bloomington award. MAPS partnered with Gap to adopt families through other student organizations. There is a big celebration event with dinner. MAPS also organize alternative spring break events. Last year there was a trip to a camp for terminally ill kids in Florida where they were counselors. Another trip was to build houses for Habitat for Humanity in the Petersburg area.

Shelby further stated MAPS works with the local high schools to provide mentors and help students understand what they need to become a pre-med student and to get into IU.

**Resolution 2012-85:**  
**Allow Itinerant Merchant**  
**to Operate in the Public**  
**Right of Way (Indiana**  
**University Minority**  
**Association of Pre-**  
**Medical Students**  
**(MAPS), Thursday, 11/1-**  
**Friday, 11/2**

Zietlow asked what types of products would be sold. Businesses have been contacted and will donate cookies, etc. Members are donating brownies, etc.

Zietlow asked how many members they have. Shelby stated there are about 120 members.

McNamara asked about security. Shelby stated she was waiting for approval and will contact IUPD and let them know they will be out there. Also, the area they will be in was picked because there is a bouncer that stands out at Dunkirk.

Zietlow asked how much they will charge for these bake goods. Shelby state \$1.00

McNamara made a motion to approve Resolution 2012-85, to allow Itinerant Merchant to Operate in the Public Right of Way (Indiana University Minority Association of Pre-Medical Student, MAPS), Thursday, November 1 and Friday, November 2<sup>nd</sup>. Zietlow seconded the motion. The motion passed. Resolution 2012-85 approved.

Miah explained St. Charles Catholic Church is hosting an outdoor concert on Sunday, October 14<sup>th</sup>, from 6 to 8:00 p.m. They have applied for a Noise Permit so live music can be played during the event. Staff supported the request.

**Request for Noise Permit for St. Charles Catholic Church Outdoor Concert (Sunday, 10/14)**

Zeitlow asked what type of music they are going to play. Miah stated there will be guitar, bass, electric guitar and drums.

McNamara made a motion to approve the request for Noise Permit for St. Charles Catholic Church Outdoor Concert on Sunday, October 14<sup>th</sup>. Zietlow seconded the motion. Noise permit approved.

Miah stated Lambda Chi Alpha Fraternity has applied for a Noise Permit so that they may host a haunted house philanthropy event. The application is for Thursday, November 1, Friday, November 2 and Saturday, November 3<sup>rd</sup> between the hours of 8:00 p.m. and 1:00 a.m. on Thursday, and 8:00 p.m. to 3:00 a.m. on Friday and Saturday. The source of the noise is Halloween music through speakers. This event will benefit Habitat for Humanity. The Board has approved this request in years past for “noises only associated with operation of a haunted house in Indiana.” Also approved in past years was amplification inside the house and/or until 10:00 p.m. on Thursday, and 11:00 p.m. on Friday and Saturday. BPD has not received any noise complaints in the neighborhood for the last two years on any of the three nights, although there was a fire alarm because of a gas leak last year. Staff recommended approval with the same conditions;

**Request for Noise Permit from Lambda Chi Alpha Haunted House Philanthropy Event (Thursday November 1 to Saturday, November 3<sup>rd</sup>)**

noise permit until 10:00 p.m. on Thursday, and 11:00 p.m. on Friday and Saturday.

McNamara pointed out this is different from their application. Miah stated that is correct and they have been notified that the time will be different from their application.

McNamara stated this is probably the third year and the Board has been pretty clear on the restrictions.

Zietlow likes that it is a philanthropy event. Miah stated proceeds will go to Habitat for Humanity.

McNamara made a motion to approve request for Noise Permit for Lambda Chi Alpha Haunted House Philanthropy event on Thursday, November 1 through Saturday, November 3 with restrictions of 10 p.m. on Thursday the 1<sup>st</sup> and 11 p.m. on Friday and Saturday, November 2<sup>nd</sup> & 3<sup>rd</sup>. Zietlow seconded the motion. Noise Permit approved.

RayeAnn Cox, Manager of Parking Enforcement, explained Parking Enforcement Division often notices and receives complaints regarding abandoned bicycles within the public right of way. After monitoring the situation and determining the owner is not going to remove or claim the bicycle, staff removes and stores the bike for duration of one year. Over time these abandon bikes accumulate and take up valuable storage space. Photos were shown showing the bicycles in various states of disrepair.

**Resolution 2012-86: To Declare Abandoned Bikes Surplus Property and to Donate them to Bloomington Community Bike Project.**

RayeAnn explained this resolution declares these bicycles to be surplus property and allows us to dispose of them. Bloomington Community Bike Project (BCBP) is a not for profit organization that teaches individuals to repair their bicycles and keep them going. Staff asked for permission to donate these bicycles to the BCBP. Any part BCBP cannot use will be sold as scrap metal and those funds will be used to help fund the project.

Zietlow asked how many bikes have been collected. RayeAnn stated to date, 34 bicycles have been collected since December of 2010. Zietlow asked if anyone has come forward to claim the bikes. RayeAnn stated not with these five bikes.

McNamara asked what the procedure is if someone calls the city and says they lost their bike. RayeAnn stated the bikes are tagged and information kept on file. McNamara asked if lost bikes are part of Parking Enforcement. RayeAnn stated it is.

McNamara made a motion to approve Resolution 2012-86, To Declare Abandoned Bikes Surplus Property and to Donate them to Bloomington Community Bike Project. Zietlow seconded the motion. The motion carried. Resolution 2012-86 approved.

Miah stated this is an Itinerant Merchant request for the public right of way. The petitioner is CFC properties. They have applied for an Itinerant Merchant Permit for the purpose of doing market research on their property which is currently a parking lot. The property is located in the 300 block of West Kirkwood on the B-line Trail. It has been determined that when an applicant wants to operate in a right of way, before a permit is issued, permission must be obtained by the Board of Public Works. The Department of Economic and Sustainable Development has reviewed the application and the Board of Public Works approval to operate in the right of way is one of the items on the checklist that is required before the permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

**Resolution 2012-87:**  
**Allow Itinerant Merchant**  
**to Operate in the Public**  
**right of Way (CFC)**

Miah explained CFC would like to set up a vending concession trailer or tent to sell pre-packaged food items along with freshly made coffee and pastries, in addition to fresh fruit and other healthy choices. The goal is to gauge the demand for these products from users of the B-line trail and guests to downtown Bloomington. Currently there are limited options to purchase these types of products along the B-line. The research will be used to help determine potential businesses that may want to locate along the B-line and in downtown Bloomington. The Itinerant Merchant Ordinance prohibits this area for Itinerant Merchant activity, but staff recommends the waiving of that prohibition for this particular permit as the purpose of this permit is to do market research on the location suitability for a permanent retail sales location, and not to be an ongoing Itinerant Merchant location. This application is for six (6) months.

Jim Murphy, CFC, stated the Plan Commission has given permission to relocate the Chase drive-thru bank location. This building sits on the site of the new hotel site. It is the idea to move this building across the B-line to property adjacent to what CFC owns. However, that area is actually City right of way. He explained further what is planned for the area. CFC wants to test the market to see what might sell there. This is to be done this fall while there is still nice fall weather and activity on the B-Line.

Chris Cochran, CFC Properties, introduced himself. He stated he was challenged to find a trailer to put on the B-line to sell products from. When people come up to buy products they will be surveyed to find out what they would like to see on the B-Line, whether food items, or

merchandising items. This will be done for a least a month over four (4) weekends. We may modify the food items as we see what people might like to purchase, as well as establish what hours are the heavy times. It will start early in the morning and go until evening on Friday, Saturday, and Sundays. It might be expanded if it is found the market would support it.

Zietlow asked if CFC owns the property. Murphy stated they own the parking lot but there is a 21 foot strip of that parking lot that is City property. Murphy explained this is the old Morton Street right of way. All this was determined by title search. He stated Wonderlab also encroaches on City property as well with their garden.

There was an on-going discussion about the property and further plans that really were not relevant to the Itinerant Merchant Permit request, and would be covered under other agenda items.

Reid stated Plan Commission has approved the hotel and the moving of the building.

McNamara asked if the market test data will be shared with the City. Murphy stated it would. Murphy added he felt this area needs this type of use on the B-Line. Zietlow asked if CFC would share this opportunity with would be entrepreneurs. Murphy stated they will lease this space and will have one to three spaces.

McNamara asked if staff had any concerns about receiving a flood of requests, should this be approved, for Itinerant Merchant Permits along the B-Line. Miah stated they do not, although it was talked about internally. She added staff felt this was a very particular situation. Staff talked with Mick Renneisen, Director of Parks, as it was Park's Department request that the location be added to the ordinance that prohibited activity. Mr. Renneisen was comfortable with the test market approach CFC was taking. Staff concluded this was a unique request and deserves a unique approach. Staff is also as anxious as CFC is, to make sure that businesses are successful. There is no other business similar to this, vending specifically to trail users, staff is anxious to see the research. ESD does receive questions about the suitability of the B-line for business start-ups and this will give us information.

Jim Murphy also noted he has had conversations with Mick Renneisen and Dave Williams of Bloomington Parks and Recreation on site and they are agreeable and supportive.

McNamara made a motion to approve Resolution 2012-87 to allow Itinerant Merchant to Operate in the Public Right of Way for CFC,

Inc. Zietlow seconded the motion. The motion passed. Resolution 2012-87 approved.

Zietlow added it would be nice to get a report back.

Reid stated this is a request from Utilities to do some sewer lining in the area where construction is going on. There is so much activity at that location now that putting another contractor there to work on the sewer during usual working hours really would not be viable. Insituform would be working at night on the sewer lining between the hours of 7:00 p.m. to 7:00 a.m., the week of the 10<sup>th</sup>. There will be generators and trucks parked. If they need to excavate the line that would much more invasive to what is going on now. Staff recommended approval.

**Request for Noise Permit for Insituform Technologies to Perform Sanitary Sewer Rehabilitation Services within the 300 Block of S. Walnut Street (Wednesday, 10/10 – Thursday, 10/17)**

Zietlow asked about residential areas in this area, just south of 3<sup>rd</sup> Street. This area is also now under concrete so it was not feasible to get in there and excavate. Reid stated north of Smith not much to his knowledge. Zietlow stated Middle Way House and Shelter is there. Reid stated they are on Washington and the loudest would be a generator, and did not feel a block there would be much, if any, disruption.

McNamara asked about lane changes during the nighttime areas. Reid stated it should not be any different than what is happening during the day.

McNamara made a motion to approve the request for Noise Permit for Insituform Technologies to Perform Sanitary Sewer Rehabilitation Service Services within the 300 Block of South Walnut Street. Zietlow seconded the motion. Noise permit approved.

Reid stated the request is to vacate a piece of right of way, which is a 24' wide strip of South Morton Avenue starting at West Kirkwood and going south for approximately 138' ending north of the Wonderlab garden area so a building can be relocated there. This building is being relocated from Gentry Street and is the Chase Bank drive-thru. This building must be relocated or torn down in order to build the new hotel. CFC would like to relocate the building to the Westside of the B-line for possible future retail space. In order to do this the right of way must be vacated.

**Action Regarding Request for Vacation of South Morton Street at W. Kirkwood Avenue**

Zietlow stated she was surprised this had not been vacated years ago since there is no street there now.

McNamara stated if he was correct that City Council must approve

any vacation of right of way. Reid stated correct.

McNamara asked if this building was mid-century modern. Murphy stated he believed the building was built in 1969 and is not a historic building. The building is on a slab. It is a cedar block building with limestone veneer. The hotel is going to help pay for the move. The building is a really good fit for the area.

Murphy stated CFC originally thought they owned this land and it took several months to determine that this property had been quit deeded. This area stayed with Morton Street.

McNamara asked how soon the building would be moved if approved. Murphy stated they hope to do this in January or February. The building is less than 1000 square foot.

McNamara asked if it is possible the market research will be such that you might not want to move it, or would you find another use for it. Murphy stated the building will be retail. McNamara thought a good use would be for dog waste bags and dog treats. He stated there are so many dogs on the B-Line.

McNamara made a motion to approve the request for vacation of South Morton Street at W Kirkwood Avenue as described in the materials. Zietlow seconded the motion. The motion passed and will move on to the City Council.

Reid stated the land at 217 W. Kirkwood is bisected by an alley that is 12' wide and is between Gentry and the B-Line Trail. This section is also between Kirkwood and West 4<sup>th</sup> Street and west of the Chase Bank. In order for the hotel to be built the alley needs to be vacated. Staff asked for a recommendation to move forward with the request for Vacation of the alley that bisects 217 W. Kirkwood.

**Action Regarding  
Request for Vacation at  
217 W. Kirkwood**

McNamara asked if the drive-thru sitting on the alley now. Reid stated it is.

Zietlow asked about the footprint. Reid stated Lots #132, #131, #86 and another lot south of #86 that is part of the hotel footprint as well.

Zietlow asked if Gentry Street will remain. Murphy stated it will.

This east/west alley west of the B-line has been vacated. This same alley has been vacated east of College Street and west of Walnut Street where Fountain Square is. The drive-thru building does encroach on the alley.

Zietlow stated she does not like the location of this hotel and feels like the area will feel like a canyon. Zietlow asked how wide the building will be. Reid stated about 133 feet.

Reid added the flow of Gentry will be changed to flow only south.

Johnson stated from a Public Works standpoint this is a great economic boon for the downtown. It is something Public Works fully supports. Johnson agreed that the utility is very minimal and has operated without access since 1969.

McNamara asked if the vacations at the City Council the last steps in this process. Reid stated he believed that was correct.

McNamara made to approve the vacation at 217 W. Kirkwood. Zietlow seconded the motion. The motion carried.

Reid stated in 2009 the MPO received a Highway Safety Improvement Grant from the MPO for sign retroreflectivity upgrades required by federal highways. At the time, the City had to implement a program and have a plan to have all regulatory signs replaced by 2015. That required has been softened to only when signs are replaced. The City still needs a program and is going to move forward with what it said it would do in the grant. An area has been selected, called Zone 1, which includes a lot of campus and downtown areas to replace many signs. First these signs had to be inventoried which has taken a long time. The City had to demonstrate to INDOT, who the contract is with, which signs were being replaced and which signs were not being replaced. The grant is for \$100,000 with a split of 10% city and 90% INDOT.

**Approval of INDOT-LPA Force Account Contract for Sign Retroreflectivity Upgrade Project**

Zietlow asked about retroreflectivity. Reid stated they are extra shiny at nighttime when headlights are on them.

McNamara asked if there were sample signs in town somewhere. Reid stated signs on Hillside in the islands where the Safe Routes project was done, and also Sare and Rogers are retroreflectivity.

McNamara made a motion to approve of INDOT – LPA Force Account Contract for Sign Retroreflectivity Upgrade project. Zietlow seconded the motion. The motion passed. INDOT-LPA contract approved.

Reid stated right of way acquisition for the Bloomfield/Weimer Road Roundabout and Bloomfield Road side path is required for 15 parcels. The contract for ROW Buying Services will help the Engineering

**Approval of W. Bloomfield Road Side Path Contract for Buying**

Department with acquisition for the project. The contract is with Todd Taylor in the amount of \$20,900. Mr. Taylor was the buyer for the South Rogers Street project which was 63 parcels and will also be the buyer for the 17<sup>th</sup> & Arlington Roundabout project. Staff has been pleased with his work and recommended approval of the contract for buying services.

## **Services**

Zietlow stated these are fewer parcels but they are bigger. Reid stated the largest parcel is owned by the Bloomington Parks Department and will be handled in house.

McNamara noticed Mr. Taylor was a PE as well. Reid stated and he is a realtor.

McNamara moved to approve the West Bloomfield Road Side Path Contract for Buying Services in the amount of \$20,900. Zietlow seconded the motion. The motion passed. Contract for buying services with Todd Taylor approved.

Chris Smith stated the Board has a regular scheduled meeting on November 6<sup>th</sup> which is Election Day and City offices will be closed. At this time, Smith stated she did not have any agenda items scheduled for this meeting, and felt comfortable in recommending the Board cancel that meeting. In the event that something comes up that requires the Board's immediate action then a special meeting can be scheduled. McNamara stated he would not be attending the meeting on November 6<sup>th</sup> due to it being election day.

## **STAFF REPORTS & OTHER BUSINESS**

McNamara made a motion to cancel the Board of Public Works meeting on November 6<sup>th</sup>. Staff will inform Board if any urgent issues come up that may require a special session. Zietlow seconded the motion. The motion carried. November 6<sup>th</sup> meeting cancelled.

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

## **APPROVAL OF CLAIMS**

McNamara moved to adjourn. Zietlow seconded the motion. Meeting adjourned at 6:52 p.m.

## **ADJOURNMENT**

Accepted by:

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Charlotte Zietlow, President

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James McNamara, Vice President

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Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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**Project/Event:** Use of 4<sup>th</sup> Street Right of Way for Sculpture Fabrication - Extension

**Petitioner/Representative:** Joe LaMantia

**Staff Representative:** Miah/Christina

**Meeting Date:** October 23, 2012

**Event Dates:** October 24 - 31, 2012

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Joe LaMantia has been in the ROW on 4<sup>th</sup> Street adjacent to the Ivy Tech John Waldron Arts Center creating a sculpture to be installed on the exterior of Auto Heaven since September 26. This area is approximately 35 ½ feet long and comes out 14 ½ feet from the sidewalk with a 6' sidewalk for pedestrians. Both the Waldron Arts Center and WFHB have been supportive of the request, and there have been no issues or complaints thus far related to this use of the ROW.

This phase of the project is taking longer to complete than initially anticipated, so Joe is asking for an extension of time to be in the ROW and a continued waiver of the noise ordinance until October 31.

Staff supports the request.

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

RESOLUTION 2012-76  
Use of 4<sup>th</sup> Street Right of Way  
For Sculpture Fabrication

WHEREAS, Joe LaMantia wishes to construct a sculpture which will be visible to users of the B-Line Trail; and

WHEREAS, Joe LaMantia would like community involvement through working in a public place in the downtown; and

WHEREAS, Joe LaMantia has requested permission form the Board of Public Works to utilize the loading zone in the 100 block of W. 4<sup>th</sup> Street; and

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 benefits the public by allowing them to see the process of the fabrication of a sculpture; and

WHEREAS, Joe LaMantia, 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 and to provide the City with a Certificate of Insurance which names the City as an additional insured.

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works agrees to allow Joe LaMantia (Artist) to temporarily block off an area of right of way in the 100 block of W. 4<sup>th</sup> Street and adjacent to the Ivy Tech John Waldron Arts Center and WFHB Radio Station under the following conditions:

1. Artist may use an area approximately 35 ½ feet long and 14 ½ feet in depth from the adjacent sidewalk on the north side of 4<sup>th</sup> Street and agrees that a 6 foot sidewalk will be maintained at all times for pedestrians and that the rest of the parking adjacent to the Waldron will remain opened for pubic use.
2. Artist may use this area between September 26 and October 12, 2012.
3. Artist agrees that he will do whatever is necessary to facilitate WFHB to be able to access their storage which is directly adjacent to this work area and recognizes that they will have a need to remove large items from the area at specific times.
4. Artist agrees that he will be working at the location on a regular basis and no more than 48 hours will lapse without work activity once the area has been made inaccessible to the public.
5. Artist agrees that every effort will be taken to protect the public from injury upon

exposure to the materials being used and that he will work with the City of Bloomington Engineering Department to ensure that safety measures are in place for both vehicular and pedestrian traffic.

6. If at any time it is determined that any of the work area become unsafe or a nuisance to the general public, then the Artist will move said encroachments upon notification by City, without compensation by City.

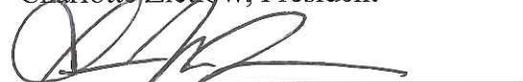
7. Artist agrees that all materials will be removed and that the area will be opened back for public use by midnight on October 31, and that any extensions to that will require the artist to return to the Board of Public Works.

8. The City of Bloomington will not be responsible for any theft, damages or vandalism to the materials or to the sculpture or to the artist's equipment.

9. The Board of Public Works acknowledges that there may be noise associated with this project and that the City noise ordinance may be waived to allow the artist to work during the hours of daylight.

BOARD OF PUBLIC WORKS:

  
Charlotte Zietlow, President

  
James McNamara

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

Date: 9/25/12

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
Joe LaMantia

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

**RELEASE, HOLD HARMLESS  
AND  
INDEMNIFICATION AGREEMENT  
For Use of 4<sup>th</sup> Street Right of Way  
For Sculpture Fabrication**

WHEREAS, Joe LaMantia, ("RELEASOR"), desires to use the facilities or public property of the City of Bloomington ("RELEASEE"), specifically, public roadway in the 100 block of W. 4<sup>th</sup> Street on the north side of the street adjacent to the John Waldron Art Center and WFHB, which is operated, supervised, and maintained by the RELEASEE'S Board of Public Works, for the construction of a public arts project on the RELEASEE's property, beginning on September 26, 2012 and ending on October 12, 2012.

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

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

NOW, THEREFORE, in consideration of the permission hereby granted for the use of the property of RELEASEE by Joe LaMantia to construct said art project 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 attorney's 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 in using RELEASEE's property as described above, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive, and forever discharge RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses including reasonable attorney's fees and court costs, which may occur as a direct result of RELEASOR'S negligence in using RELEASEE'S property for the art project, including but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

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

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

"RELEASOR"

\_\_\_\_\_  
Joe LaMantia

Date \_\_\_\_\_

"RELEASEE"

  
\_\_\_\_\_  
Charlotte Zietlow, President  
City of Bloomington

Date 9/25/12



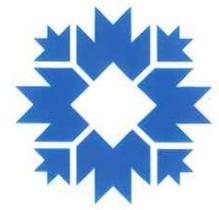
By: smithc  
21 Sep 12



For reference only; map information NOT warranted.



City of Bloomington  
Public Works



Scale: 1" = 150'







## Board of Public Works Staff Report

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**Project/Event:** Plat Approval for North Dunn 2-Lot Minor Plat

**Staff Representative:** Rick Alexander

**Petitioner/Representative:** Atlantis Properties/Steve Smith

**Date:** October 15th, 2012

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**Report:** Atlantis Properties is requesting that the lot at the northwest corner of North Dunn and the Bypass be subdivided into two lots. This subdivision meets all of the criteria set by Planning including minimum lot size and required right of way dedication.

**Recommendation and Supporting Justification:** The plat was approved by the Plat Committee on September 10<sup>th</sup>, 2012. With the Bypass project, an 8' path along the south side of the lot has been installed. The owner will be required to build 137' of sidewalk along the west side of North Dunn and to install two street trees. A bond estimate of \$6,900 has been established and the bond is already in place. Staff recommends approval.

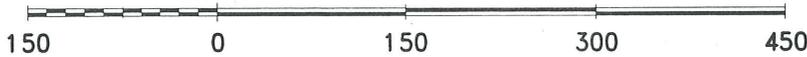
Recommend  Approval  Denial by

*Rick Alexander*





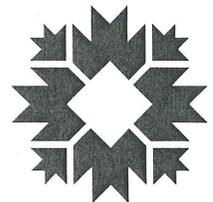
By: alexandr  
15 Oct 12



For reference only; map information NOT warranted.



City of Bloomington  
Engineering



Scale: 1" = 150'







City of Bloomington  
H.A.N.D.



City of Bloomington  
Housing and Neighborhood Development

**Board of Public Works**

Meeting Date: 23 October 2012

Petition Type: Approval of the Bid

Address: 015-40240-00 Spicewood Sec 4 Lot 72; commonly known as 2526 S. Spicewood Ln.

Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

Staff Report: 15 June 2012 Investigate complaint for unsafe structure  
 20 June 2012 Sent Order to Repair  
 15 August 2012 Past deadline. Sent letter from City Legal Department with a compliance date of 07 September 2012 deadline.  
 13 September 2012 Drive by inspection. Not in compliance. Request permission to abate at 25 September 2012 BPW meeting  
 19 September 2012 Sent letter explaining intent to abate if not in compliance by 23 October 2012  
 26 September 2012 Board approved Notice by Publication  
 03 October 2012 Monroe County Court granted Warrant of Entry for 17 October 2012 @ 9:30am  
 17 October 2012 Entered the Property with one contractor.  
 19 October 2012 Bids opened

The Board granted permission for Notice by Publication. Notice ran 01 September 2012 and 08 September 2012. Bid packets were sent 09 October 2012. Bids have been reviewed and HAND is requesting the Board approval and accept the bid.

Attachments: Photos, orders.



City of Bloomington  
Housing and Neighborhood Development

**ORDER TO REPAIR**

20 June 2012

Wemonrat Pok  
2526 S. Spicewood Dr.  
Bloomington IN 47401

Soriya Pok-Todd  
921 E. Parkview Dr.  
South Elgin IL 60177

Re: 015-40240-00 Spicewood Sec 4 Lot 72; commonly known as 2526 S. Spicewood Dr.

Dear Wemonrat Pok and Soriya Pok-Todd;

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

You have until 01 August 2012 to repair the structure. See the attached Notice of Ordinance Violation (NOV) for the details of this violation and a summary of the violation history.

This order becomes final ten (10) days after notice is given, unless a hearing is requested before the ten (10) day period ends by a person holding a full interest, life estate interest, mortgage interest, or equitable interest of a contract purchaser in these premises. If a hearing is requested, it will be held on this matter on 03 July 2012, at 5:30 p.m. in the Council Chambers of City Hall located in the Showers Building at 401 North Morton Street, Bloomington, Indiana. You are entitled to appear at this hearing, with or without legal counsel. You are entitled to present evidence, cross-examine opposing witnesses and present arguments at this hearing.

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

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

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

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

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

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

State of Indiana        )  
                                  )SS:  
County of Monroe     )

Subscribed and sworn to before me a Notary Public this \_\_\_\_ day of June 2012.

\_\_\_\_\_  
Name of Notary Public

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

\_\_\_\_\_  
Notary Public's County of Residence

\_\_\_\_\_  
Commission Expires

## CITY OF BLOOMINGTON NOTICE OF ORDINANCE VIOLATION

Date NOV issued: **20 June 2012**

Person(s) NOV issued to: **Wemonrat Pok, Soriya Pok-Todd**

Date violation discovered: **15 June 2012**

Location/address of violation: **015-40240-00 Spicewood Sec 4 Lot 72;  
commonly known as 2526 S. Spicewood Dr.**

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

### Inspector's Report

A complaint was received regarding unsafe structure at 2526 S. Spicewood Dr. During a drive by inspection it was noted that there was a tarp on a portion of the roof and there were portions of the privacy fence that are falling or damaged. The following steps are required for the property to be in compliance with Title 17 of the Bloomington Municipal Code:

1. Properly repair the roof. All repairs shall be completed using appropriate roofing materials.
2. Properly repair the damaged and falling sections of the privacy fence.
3. HAND shall be notified when work is completed at this location so a drive by inspection can be conducted to determine if compliance with Title 17 has been met.

### Relevant Code Citations

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

- (1) In an impaired structural condition that makes it unsafe to a person or property;
- (2) A fire hazard;
- (3) A hazard to the public health;
- (4) A public nuisance;
- (5) Dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance; or
- (6) Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance;

is considered an unsafe building.

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

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

**2526 S. Spicewood Dr.**







## Board of Public Works Staff Report

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**Project/Event:** AIDS Walk

**Petitioner/Representative:** Bloomington Hospital Foundation - IU Health Positive Link

**Staff Representative:** Miah/Christina

**Meeting Date:** October 23, 2012

**Event Date:** Saturday, March 23, 2013

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IU Health Positive Link is sponsoring the 9<sup>th</sup> annual AIDS Walk on Saturday, March 23 beginning at noon at Waldron, Hill and Buskirk Park. They do accept donations and secure sponsorships with all proceeds going to IU Health Positive Link – which provides education, resources and support for those living with HIV/Aids. Approximately 250 people are expected to participate. The route is as follows:

- Begin at Waldron, Hill and Buskirk Park.
- Left (south) on Washington St.
- Left (east) onto Smith.
- Left (north) onto Lincoln.
- Right (east) onto Kirkwood.
- Left (north) onto Indiana.
- Right (east) onto 7th St.
- 7th St. east down to Showalter Foundation (IU Auditorium) and then west to Morton.
- Left (south) onto Morton.
- Left (east) onto 4th St.
- Right (south) onto Washington back to Waldron, Hill and Buskirk Park.

Walkers will walk on the sidewalk, but there is a likelihood that in congested areas walkers will walk in the street as well.

Traffic control will be provided by volunteers. Bloomington Police Department has issued a Parade Permit pending BPW approval.

Staff recommends approval of the request.

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

### **AIDS Walk Route – for March 23<sup>th</sup> 2013**

- Begin at The Waldron, Hill and Buskirk Park.
- Left (south) on Washington St.
- Left (east) onto Smith.
- Left (north) onto Lincoln.
- Right (east) onto Kirkwood.
- Left (north) onto Indiana.
- Right (east) onto 7th St.
- 7th St. east down to Showalter Foundation (IU Auditorium) and then west to Morton.
- Left (south) onto Morton.
- Left (east) onto 4th St.
- Right (south) onto Washington back to The Waldron, Hill and Buskirk Park.

RESOLUTION 2012-88  
Bloomington Hospital Foundation AIDS Walk

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

WHEREAS, Bloomington Hospital Foundation will sponsor the 9<sup>th</sup> Annual AIDS Walk in  
Bloomington; and

WHEREAS, Bloomington Hospital Foundation has requested use of public streets and sidewalks  
for the 2013 Walk; and

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

NOW, THEREFORE, BE IT RESOLVED:

- 1) That the City of Bloomington Board of Public Works agrees that public streets and sidewalks may be utilized to conduct the Bloomington Hospital Foundation’s AIDS Walk between the hours of noon and 2:00 p.m. on Saturday, March 23, 2013.
- 2). The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time as walkers use sidewalks and cross the following streets: Indiana Kirkwood Avenue, Indiana Avenue, Dunn Street, Grant Street, Lincoln Street, Washington Street, Walnut Street, College Street and 3<sup>rd</sup> Street during the hours of the event.
- 3) The sponsor agrees to be responsible for setting up barricades as instructed by City of Bloomington Engineering Department.
- 4) The sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
- 5) The sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 3:00 p.m., Saturday, March 23, 2013.
- 6) \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.

BOARD OF PUBLIC WORKS:

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

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

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

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

BLOOMINGTON HOSPITAL FOUNDATION

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Position

Attachment A  
Board of Public Works  
Revised Resolution 2012-81

**RELEASE, HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
Bloomington Hospital Foundation Walk**

WHEREAS, the undersigned, the Bloomington Hospital Foundation Walk, hereinafter referred to as "Releasers" is sponsoring a walk on October 4, 2012, and

WHEREAS, in connection with the Walk, the Releasers seek to use the public property of the City of Bloomington, specifically sidewalks adjacent to Indiana Avenue, Kirkwood Avenue and Walnut Street; and

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

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

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

Bloomington Hospital Foundation Walk

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Position



## Board of Public Works Staff Report

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**Project/Event:** Canopy of Lights

**Petitioner/Representative:** Downtown Bloomington, Inc.

**Staff Representative:** Miah/Christina

**Meeting Date:** October 23, 2012

**Event Date:** November 23, 2012

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**Report:** The Canopy of Lights is an annual event sponsored by Downtown Bloomington, Inc., and is free and opened to the public. They are requesting that Kirkwood Avenue between College and Walnut be closed on Friday, November 23. The street needs to be closed to vehicular traffic beginning at 3:00 p.m. and will be opened back up by 9:00 p.m. Parks and Recreation will be providing the stage for the event and will need to park it in the parking lane at 8:00 a.m. on Wednesday prior to the event, and four parking spaces in front of Fountain Square Mall are being requested for this purpose. Parks will remove the stage by 9:00 a.m. on Saturday morning so the parking is opened back up for weekend shoppers.

The Resolution includes a noise waiver for amplified music, holiday caroling, and remarks.

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**Recommendation and Supporting Justification:** 27<sup>th</sup> Anniversary!

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

RESOLUTION 2012-89  
CANOPY OF LIGHTS

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

WHEREAS, Downtown Bloomington, Inc., is desirous of closing Kirkwood Avenue to traffic and parking between Walnut and College for activities in conjunction with the turning on of Holiday lights on the downtown square; and

WHEREAS, Downtown Bloomington, Inc., 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, and;

NOW, THEREFORE, BE IT RESOLVED That the City of Bloomington Board of Public Works declares that Kirkwood between Walnut and College Streets be temporarily closed to parking and to traffic from 3:00 p.m. until 9:00 p.m., Friday, November 23, 2012, to be utilized for placement of a stage and for the general public to occupy the street while watching the entertainment and lighting of the downtown square. The stage will be placed in four parking spaces on the south side of Kirkwood at 8:00 a.m., Wednesday, November 21, and be removed by 9:00 a.m. on Saturday, November 24.

Downtown Bloomington, Inc., agrees to notify the Police, Bloomington Transit and other emergency personnel well in advance of the closing, and to be responsible for the placement and removal of signs and barricades used to block spaces and streets.

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

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.  
BOARD OF PUBLIC WORKS

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

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

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

All terms and conditions contained in this resolution are acceptable and agreed to:

\_\_\_\_\_  
Talisha Coppock  
Downtown Bloomington, Inc.

RELEASE, HOLD HARMLESS  
AND  
INDEMNIFICATION AGREEMENT

WHEREAS, Downtown Bloomington, Inc., (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 Kirkwood Avenue between Walnut and College Avenues, which are operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Canopy of Lights, on RELEASEE'S property with set up beginning at 8:00 a.m., Wednesday, November 21, 2012 and ending at 9:00 a.m., on Saturday, November 24, 2012, and

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

THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the RELEASOR by its agent Talisha Coppock, 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.

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

"RELEASOR"

"RELEASEE"

\_\_\_\_\_  
Talisha Coppock  
Downtown Bloomington, Inc.

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

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

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



## Board of Public Works Staff Report

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**Project/Event:** Itinerant Merchant in right of way

**Petitioner/Representative:** Mehdi Saberi

**Staff Representative:** Miah/Christina

**Meeting Date:** October 23, 2012

---

Mehdi Saberi 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 or trailer.

This application is for one year.

---

Staff is supportive of the request.

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

**RESOLUTION 2012-90**  
**Itinerant Merchant Food Vendor in Public Right of Way**  
**Mehdi Saberi**

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

WHEREAS, Mehdi Saberi is desirous of using public on-street parking and sidewalks within the downtown area of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

WHEREAS, Mehdi Saberi 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 Mehdi Saberi 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. \_\_\_\_\_, 2012 thru \_\_\_\_\_ 2013.

The following conditions attach to this approval:

1. Mehdi Saberi agrees to maintain a clear five-foot path for pedestrians at all times.
2. Mehdi Saberi will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
3. Mehdi Saberi will have obtained a valid Itinerant Merchant license issued by the City of Bloomington Controller's Office prior to operation on City property.
4. Mehdi Saberi 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. Mehdi Saberi 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. Mehdi Saberi shall locate his business a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, building entrance or walk-up window.
7. Mehdi Saberi shall locate his business a reasonable distance from another mobile kitchen, food cart or food stand.
8. Mehdi Saberi shall not locate his business in front of the primary entrance to a retail business, office building or church.
9. Mehdi Saberi 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 2<sup>nd</sup> Street to the south side of 3<sup>rd</sup> Street; and
  - c) From the north side of 4<sup>th</sup> Street to the south side of 6<sup>th</sup> Street.
10. Mehdi Saberi 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;
  - 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. Mehdi Saberi 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. Mehdi Saberi 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. Mehdi Saberi 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 Mehdi Saberi 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 Mehdi Saberi's activities associated with this approval.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

**BOARD OF PUBLIC WORKS:**

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

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

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

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2012-79 ARE ACCEPTABLE AND AGREED TO FOR MEHDI SABERI:

\_\_\_\_\_  
Mehdi Saberi

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



## Itinerant Merchant, Solicitor and Peddler License Application Checklist

City of Bloomington Office of the Controller  
401 N. Morton St. Suite 240 Bloomington, Indiana  
812-349-3412

### Applicant Information

Name: MEHDI SABERI  
Physical Address: 3382 S. Cheekwood Ave Bloom, 47401  
Phone Number: 812-360-7372  
Date of Birth: July, 23-1954

### Corporate Contact Information

Name of Employer: \_\_\_\_\_  
Physical Address of Employer: \_\_\_\_\_  
Phone Number of Employer: \_\_\_\_\_  
Length of Employment: \_\_\_\_\_

Employer is a:

Firm     Limited Liability Corporation     Corporation     Partnership     Sole Proprietor

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

Gyros Sandwich, Salad, Soup,  
Gyros machine, warmer

Length of Permit:

24 Hour-\$15     72 Hour-\$40     1 Calendar Week-\$75     30 Days-\$125  
 6 Months-\$175     1 Year-\$240

### You Must Obtain The Following:

- Proof of insurance in accordance with the limits described in Section 4.16.070 of the Bloomington Municipal Code:
  - 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
- 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.

**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.

MEHDI SABERI  
Name, Printed

Mehdi Saberi  
Signature

Oct, 10, 12  
Date Release Signed

**MOBILE**

**Food Service Establishment**

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

GYRO, KABOBS ON WHEELS

3382 S. CHEEKWOOD LANE

BLOOMINGTON, IN 47401

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

OCT 10 2012

Issued

By

*Thomas W. Shapiro*

2012

Expires 1/31/13

This License Is Not Transferable to Another Individual or Location











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## Board of Public Works Staff Report

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**Project/Event:** Noise Permit for Anniversary Event at 615 N. Fairview

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

**Staff Representative:** Miah/Christina

**Meeting Date:** October 23, 2012

**Event Date:** November 10, 2012

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Trained Eye Arts Center is hosting an anniversary event on Saturday, November 10, and they have applied for a noise permit so that music may be played during the hours of 3:00 p.m. and 3:00 a.m. They are inviting the public to stop by for music and food.

Representatives of Trained Eye have been notified that noise permits are only granted until 11:00 p.m. on weekend evenings.

To our knowledge there have been no complaints about noise at other Trained Eye events. Staff is recommending that this noise permit be granted until 11:00 p.m. for this event.

**Recommend**  Approval  Denial by

**CITY OF BLOOMINGTON**

**NOISE PERMIT**

**ORGANIZATION-**

Trained Eye Arts Center\_\_\_\_\_

**ACTIVITY**

1 Year Anniversary Celebration\_\_\_\_\_

**DATE OF EVENT** \_\_November 10th 2012

**\_TIME OF EVENT**\_\_\_\_\_ 3 pm-3 am\_\_\_\_\_

**LOCATION OF EVENT**\_\_Trained Eye Arts Center -615 N. Fairview St. Bloomington, IN  
47404\_\_\_\_\_

**COST** \_\_\$5-10 \_\_\_\_\_ **PURPOSE** \_

Community involvement and entertainment\_\_\_\_\_

**SOURCE**

**OF**

**NOISE**

\_\_\_\_\_

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

**WHAT INSTRUMENTS** \_\_

Guitar, Drums, and Bass\_\_\_\_\_

**OTHER INFORMATION**\_\_We will also be serving alcoholic beverages as well.  
\_\_\_\_\_

**CONTACT PERSON**\_\_Felicity Young\_\_\_\_

**\_PHONE**\_\_\_\_765 561 6564\_\_\_\_\_

**ADDRESS**

1523 S Dorchester Dr Bloomington IN 47404\_\_\_\_\_

**SIGNATURE**

Felicity Young\_\_E-MAIL ADDRESS: \_\_feyoung765@gmail.com\_\_\_\_\_

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

**BOARD OF PUBLIC WORKS**

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**Charlotte T. Zietlow, President**

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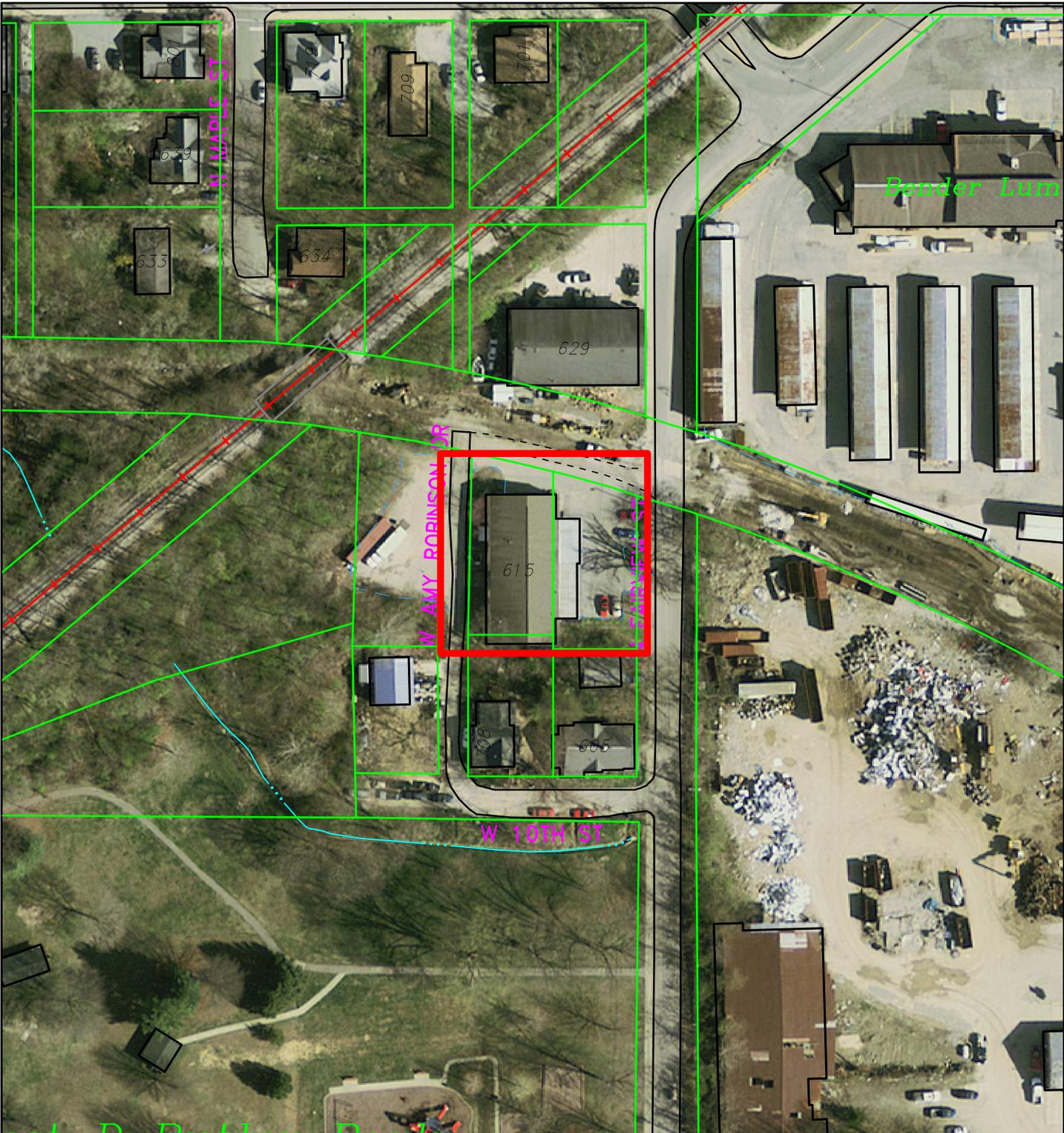
**James McNamara**

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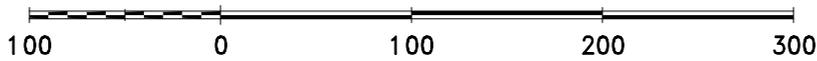
**Dr. Frank N. Hrisomalos**

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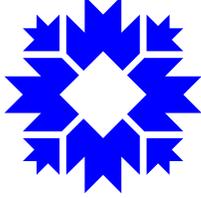
**Date**



By: smithc  
19 Oct 12



City of Bloomington  
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



## Board of Public Works Staff Report

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**Project/Event:** Agreement with Good Earth Compost and Mulch

**Petitioner/Representative:** Public Works/Street Department

**Staff Representative:** Christina Smith

**Meeting Date:** October 23, 2012

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Good Earth is a locally owned and operated compost and mulch manufacturing facility which has been in business for thirty (30) years. Their compost is made from natural vegetation material such as grass clippings and leaves.

Good Earth Compost and Mulch has agreed to accept the vacuumed leaves from the City of Bloomington Street Department for \$20.00 per trailer load. The term of this agreement shall be from October 2012 through May 2013.

Staff recommends approval of this agreement.

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**Recommend  Approval or  Denial by Christina Smith**

CITY OF BLOOMINGTON, INDIANA  
BOARD OF PUBLIC WORKS  
AND  
GOOD EARTH

AGREEMENT FOR  
VACUUMED LEAF ACCEPTANCE

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Bloomington, Indiana, Board of Public Works (“City”) and Good Earth.

**WHEREAS**, the City of Bloomington will be vacuuming dead leaves for its citizens; and

**WHEREAS**, Good Earth is engaged in the business of composting natural vegetation material; and

**WHEREAS**, Good Earth has presented the City of Bloomington with an acceptable plan for receipt of the vacuumed leaves;

**NOW, THEREFORE**, IN CONSIDERATION OF THE MUTUAL TERMS, COVENANTS, AND CONDITIONS SET FORTH HEREIN, THE CITY AND GOOD EARTH HEREBY AGREE AS FOLLOWS:

1. Good Earth shall accept from the City of Bloomington Street Department all vacuumed fall leaves collected by the City.
2. The term of this Agreement shall be from October 2012 through May 2013.
3. This Agreement may be terminated by either party with sixty (60) days written notice to the other party. Or, in the event of a party’s substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.
4. In the event the City of Bloomington delivers material that is unacceptable due to contamination with non-biodegradable material, or otherwise unacceptable material, Good Earth shall notify the City that such delivery is unacceptable, and the City shall, within no more than fourteen (14) calendar days after such notification, return to Good Earth and either retrieve the unacceptable or contaminated material for disposal elsewhere, or remedy the contamination problem for disposal elsewhere, or remedy the contamination problem in a manner acceptable to Good Earth.
5. Good Earth shall continue its current practice of providing the City with a dedicated area where City deliveries will be dropped off, and where deliveries from no other source will be accepted.

6. The City of Bloomington shall pay Good Earth Twenty Dollars (\$20.00) per trailer load for acceptance of the vacuumed leaves.
7. Good Earth shall defend, indemnify and hold harmless the City of Bloomington, and the officers, agents and employees of the City from any and all claims, demands, damages, costs, expenses or other liability arising out of this Agreement or occasioned by the reckless or negligent performance or attempted performance of any provision thereof, including, but not limited to, any reckless or negligent act or omission to act or any willful misconduct on the part of the Good Earth, or its agents or employees or independent contractors directly responsible to it, except that the above shall not apply to the sole negligence or willful misconduct of the City or the City's agents, servants or independent contractors who are directly responsible for the City. This indemnification provision shall apply even if there is concurrent or joint negligence of the Good Earth and the City, and even if there is active or passive negligence by either or both parties.
8. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party or any term of the Agreement shall be considered to be a waiver of any other term or breach thereof.
9. The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement to be determined void.

City of Bloomington

Good Earth

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

By: \_\_\_\_\_  
Iamur J. Wright, President

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

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

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

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



## Board of Public Works Staff Report

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**Project/Event:** West 3<sup>rd</sup> Street Phase II – Construction Inspection Contract Addendum

**Petitioner/Representative:** n/a

**Staff Representative:** Adrian Reid

**Date:** 10/23/2012

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**Report:**

The inspection contract for this project is with American Structurepoint. Due to project delays stemming from utility relocation work, the contract for inspection services need modification to extend these services to review of cost escalation charges accrued by the contractor and close out the project. The addendum is for \$39,000.51.

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**Recommendation and Supporting Justification:** Staff recommends approval of the inspection contract addendum.

Recommend  Approval  Denial by

A handwritten signature in black ink, appearing to read "Adrian Reid", written over a horizontal line.

Amendment No. 3

This Amendment, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Bloomington, Indiana, acting by and through its Board of Public Works (hereinafter referred to as LPA) and American Structurepoint, Inc. (hereinafter referred to as CONSULTANT).

WHEREAS, on April 24, 2009, LPA entered into a contract with the CONSULTANT for construction engineering and inspection services for DES No. 0300766; R-30350, West Third Street from Wynnedale Drive to Landmark Avenue; and on April 26, 2011, entered into Amendment No. 1 to allow for a 37-week extension; and on September 27, 2011, entered into Amendment No. 2 to allow for a 7-week extension; and

WHEREAS, an increase in project engineer/project supervisor time is required because of a 5-week extension to complete punch list and utility repairs; and

WHEREAS, the Contractor caused significant delays in completing final construction records and project closeout; and

WHEREAS, the LPA has concurred with CONSULTANT's determination of additional work and has requested the additional services be performed by the CONSULTANT.

NOW THEREFORE, it has been determined by LPA and the CONSULTANT that the contract shall be amended as follows:

1. The project completion date is revised to be October 14, 2011.
2. The total compensation to be paid to the CONSULTANT, as outlined in the original contract and amendments will increase from \$903,150.66 to \$942,151.17, an increase of \$39,000.51 for services outlined in this Amendment No. 3. All other conditions as set forth in the original contract dated April 24, 2009, and Amendment No. 1 dated April 26, 2011, and Amendment No. 2 dated September 27, 2011, shall remain in full force, except as herein modified.

Remainder of this page intentionally left blank.

**In Witness Whereof**, LPA and CONSULTANT have, through duly authorized representatives, entered into this Amendment. The parties having read and understand the foregoing terms of this Amendment do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT:  
American Structurepoint, Inc.

Approved  
BY:   
\_\_\_\_\_  
Charles J. Snyder  
Director of Inspection Services

Date: 9-13-13

Local Public Agency:  
City of Bloomington, Indiana  
Board of Public Works

Approved  
BY: \_\_\_\_\_  
Charlotte Zietlow, President

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

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

BY: \_\_\_\_\_  
Mark Kruzan, Mayor

ATTEST:  
\_\_\_\_\_



## Board of Public Works Staff Report

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**Project/Event:** West 3<sup>rd</sup> Street Phase II – Change Order 045  
**Petitioner/Representative:** n/a  
**Staff Representative:** Adrian Reid  
**Date:** 10/23/2012

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**Report:**

The West 3<sup>rd</sup> Street project was delayed due to unresponsive utilities who did not conduct relocation work until after the date the work was supposed to have been completed. As a result, the contractor had to extend construction into a new calendar year and, by INDOT's specifications, is entitled to escalation charges. Dave O'Mara Contractors, the City and INDOT have been working on this claim for almost a year and have agreed to an amount of \$209,322.37 to cover cost escalations as a result of the delays.

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**Recommendation and Supporting Justification:** Staff recommends approval of change order 045 for the West 3<sup>rd</sup> Street project.

Recommend  Approval  Denial by

A handwritten signature in black ink, appearing to be "Adrian Reid", written over a horizontal line.