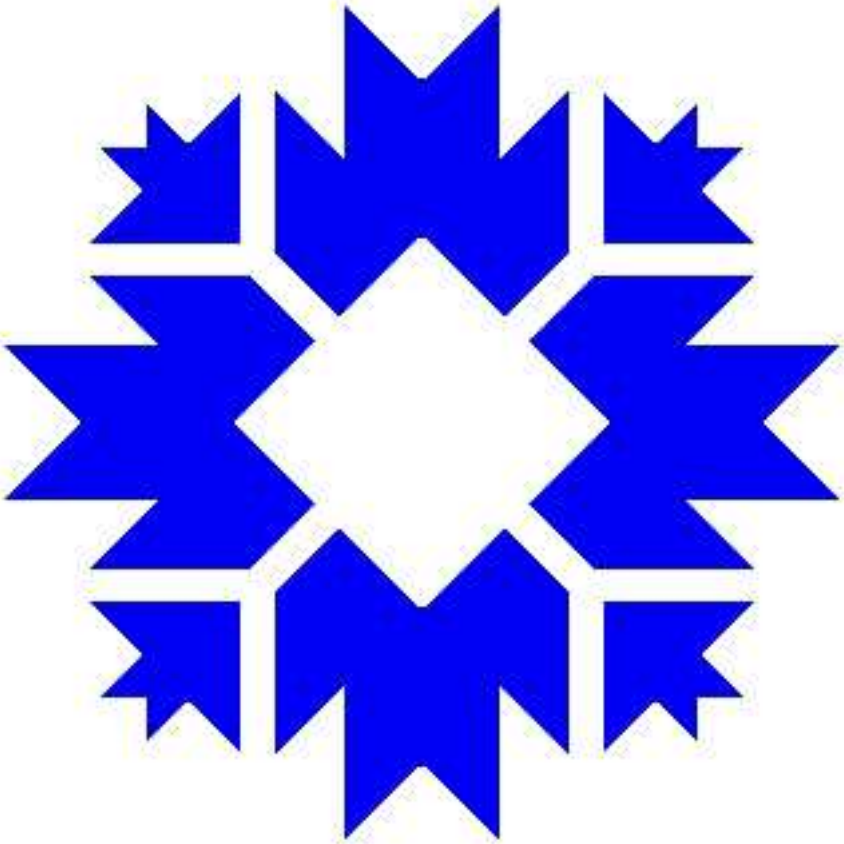
Board of Public Works Meeting

March 11, 2014



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

A Regular Meeting of the Board of Public Work to be Held Tuesday, March 11, 2014 at 5:30 p.m., in the City Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. APPROVAL OF MINUTES – February 25, 2014

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

V. HEARINGS FOR SNOWAPPEAL

VI. OLD BUSINESS

VII. NEW BUSINESS

1. **Request for Extension of Time from Indiana University to Close a Portion of N. Fee Lane for the Kelley School of Business Expansion Project**
2. **Request to Use Public Right of Way During Construction at 117 E. 6th Street**
3. **Resolution 2014-12: Request to Encroach into Public Right of Way with a Sign at 110 S. Indiana Avenue**
4. **Resolution 2014-13: Request to Encroach into Public Right of Way with Sprinkler System at 1600 W. Bloomfield Road**
5. **Resolution 2014-14: Use of Public Streets for Homeward Bound 5K Walk (Sunday, 4/13)**
6. **Resolution 2014-15: Use of Public Streets for National Bike to Work Day (Friday, 5/16)**
7. **Resolution 2014-16: Use of Public Streets for Magnificent 7 Road Race Series (Saturday, 4/5)**
8. **Request for Noise Permit for the Trails on the Trail 5K (Saturday, 3/29)**
9. **Request for Noise Permit for Carter-Wendt Wedding (Saturday, 4/12)**

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. ADJOURNMENT

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, February 25, 2014 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

ROLL CALL

Present: Charlotte Zietlow
James McNamara
Frank Hrisomalos

City Staff: Susie Johnson - Public Works Director
Andrea Roberts - Deputy Director of Public Works
Adrian Reid - Engineering
Rick Alexander – Engineering
Jason Carnes - ESD
Miah Michaelsen - ESD
Mike Arnold – HAND
Maria McCormick - HAND
Jackie Braspenninx - Parks
Jackie Moore – City Legal
Patty Mulvihill - City Legal
Chris Smith – Public Works

MESSAGES FROM BOARD MEMBERS

Zietlow stated, while she knows Utilities is not under their purview, at 1:15 p.m. last Sunday she was taking a shower and the water stopped. She called City Utilities and found out a water main had burst at 5th & Roosevelt. By 4:00 p.m. the water was on again, and she wants to congratulate them for figuring it out. Part of the main had to be replaced. She stated they were very informative and communicative, and felt it was a real service to the people in the area. Good work!

APPROVAL OF MINUTES

McNamara made a motion to approve the minutes from February 11, 2014. Hrisomalos seconded the motion. The motion passed. Minutes from February 11, 2014 approved as submitted.

PETITIONS & REMONSTRANCES

None

TITLE VI ENFORCEMENT

Appeal of Trash Ordinance Citation #32619 at 814 N. Washington Street

Patty Mulvihill with City Legal introduced herself. She explained Maria McCormick is a housing compliance officer for the City of Bloomington's Housing and Neighborhood Development Department. On February 2, 2014, Maria was driving by and noticed

a white garbage bag full of trash on the roof of this duplex structure. Ms. McCormick issued Citation #32619. The citation was issued in accordance with the City of Bloomington Municipal Code. She did drive by more than seven days after and noticed that the bag was still present, even after the notice had been given. It took awhile for the trash to come down. The appellants in this case are the 3 tenants, and did not believe they were present this evening. They filed an appeal for what she felt were 3 reasons; they believe the $50 fine is too high, they feel they should have been given a warning since it was their first offense, and they were not the ones that put the trash on the roof so didn't feel they should be held responsible. Mulvihill stated the $50 fine is set by ordinance. If they had removed it within the seven days, and since it was a first offense, it would have probably been turned into a warning, but since it did take more than seven days to be removed the option for a warning was withdrawn. They may not have placed it there, but they are the ones responsible for the property, it is their job to keep the property clean. Staff asked that the citation be upheld since there was clearly a violation and the citation was issued in accordance with the law.

McNamara made a motion that the Trash Ordinance Citation #32619 at 814 N. Washington Street that has been appealed be denied. Hrisomalos seconded the motion. The motion passed, Citation #32619 upheld.

McNamara did say he wondered how it got up there.

HEARINGS FOR NOISE APPEALS

None

OLD BUSINESS

No Old Business

NEW BUSINESS

Request to Uphold Order to Remove Unsafe Structure at 1600 S. Huntington Drive

Mike Arnold from Housing and Neighborhood Development introduced himself. He stated this property has had severe fire damage. There was a drive by inspection on February 14 to verify that it was damaged beyond repair which it seems to be. Orders were sent out to Remove Structure on February 17, 2014. Title 17 requires that the Board uphold those orders. Arnold stated he did speak to the owner who does have a permit to remove the structure. The owner thinks the structure will be removed by the end of March. HAND has given them a deadline to remove of May 14, 2014. Staff asked that the Order to Remove and the deadline be upheld.

Zietlow asked what this building was. Arnold stated a plastics company owns the building now. McNamara asked for the name which Arnold stated was MDW.

McNamara made a motion to uphold the Order to Remove Unsafe Structure at 1600 S. Huntington Drive. Hrisomalos seconded the motion. The motion passed. Order to Remove upheld with the deadline of May 14, 2014.

Zietlow asked if there was anyway to salvage the building. Arnold stated there doesn't appear to be and the owner really doesn't have any intentions of trying to repair it at this point.

Award Contract for Parking Enforcement Uniform Rental Services

Andrea Roberts with Public Works stated the Parking Uniform Contract is up for renewal. The remainder of the City went to a different contractor in 2010. Parking Enforcement was still under this contract with Cintas until the end of 2013. Staff has looked at the vendor the rest of the City is using but were still able to get a better contract under Cintas. Staff recommended Contract for Uniform Rental Services for Cintas be approved.

Zietlow asked what kind of uniforms they have. Roberts stated khaki pants, shorts in the summer, t-shirts or polos, and jackets. Zietlow asked if these are City owned. Roberts stated they are currently rented from Cintas and who Parking would like to stay with.

McNamara made a motion that the contract for Parking Enforcement Uniform Rental Services be awarded to Cintas. Hrisomalos seconded the motion. Zietlow asked if there was an estimate to the total. Roberts stated the total amount per year is $2,389.40. Hrisomalos asked if there was a total amount of savings. Roberts stated the savings would be $2,581.15.

Use of City Parking Lot for Community Bike Rodeo (Friday, 5/30 to Saturday 5/31)

Miah reported this request was for use of a City Parking Lot for the Community Bike Rodeo which is being produced by Bloomington Parks and Recreation. They have asked to use of the City owned parking lot at 10th & Rogers on Friday, May 30th and Saturday, May 31st for a community bike rodeo. The lot access would be closed from 5:00 p.m. Friday through 1:00 p.m. on Saturday for set up and hosting a free community bike rodeo which will be adjacent to the B-line trail. A variety of bike safety festival type activities will go on during the event which is being held as part of Bike Month in the City of Bloomington. Also being requested is a noise permit. Miah stated Jackie from Parks & Recreation is here in case there are any questions about the bike rodeo.

Jackie Braspenninx from Parks & Recreation introduced herself. She stated in past years the bike rodeo has been done in a school parking lot and over the past couple of years the participation has dropped significantly. The hope is with having the event on a Saturday morning while Farmers' Market it going on and there is a lot of traffic

there will be more interest. Also, there will bikes there for people who might just be walking by and see the event and want to participate. This is a free event. Bloomington Police officers have been asked and will come in to coach children through a course that will be set up on the parking lot. This will be a small course with stop signs, yield signs, etc. The police officers will teach them basic courtesy type things they should know before riding on the street. There will also be helmet fittings there, a snack table, and also bike inspections and repairs.

Zietlow asked if this is more an educational event. Jackie stated yes. Also invited to be a part of the event are Army ROTC cadets from Indiana University. The cadets will be patrolling the road to help with crossing the road.

McNamara added that May is Bike Month.

McNamara asked if this is the first time this lot has been used in conjunction with anything. Miah believed it was the first time and felt it was a great use.

McNamara moved to approve the use of City Parking Lot for Community Bike Rodeo on Friday, May 30th and Saturday, May 31, 2014. Hrisomalos seconded the motion. The motion passed.

Resolution 2014-11: Use of Municipal Parking Lot #5 located at 6th and Lincoln Streets for Hot Rod and Classic Car Show (Sunday, 5/18)

Miah explained the Monroe County History Center is requesting the closure of Municipal Lot #5, which is located at 6th & Lincoln on May 18, 2014 from 10:00 a.m. to 4:00 p.m. for a Hot Rod and Classic Car Show which will benefit the Monroe County History Center. The car show is in conjunction with a traveling exhibit they will have at the History Center from the Indiana Historical Society of Indianapolis called Auto Indiana which celebrates the automobile in Indiana. The exhibit will take visitors on a "ride" through Indiana's rich automobile past. The exhibit will also celebrate how different means of transportation like the Monon Railroad and automobile have shaped our local community. This classic car and hot rod show will support the traveling exhibit and will serve as a fundraiser with proceeds going to the Build History Campaign which helps interactive components in the Gayle Cook Exhibit Hall at the Monroe County History Center. They have received support from the MCPL and First Presbyterian Church to close the parking lot for the duration of the event. Also included is a Noise Permit. Staff recommended approval.

McNamara made a motion to approve Resolution 2014-11: Use of Municipal Parking Lot #5 located at 6th and Lincoln Streets for Hot Rod and Classic Car Show on Sunday, May 18, 2014. Hrisomalos seconded the motion. The motion passed. Resolution 2014-11

approved.

Approve Memorandum of Understanding Agreement Between City of Bloomington and Monroe County for N. Old SR 37 and N. Dunn Street Curve Correction Project

Reid stated this is the Old SR 37 and North Dunn Street project. The Board has had involvement with the project with approving the design contract with Eagle Ridge. The design was begun and as it went along there was discussion of how it would be funded. The curve correction at this location requires a lot of rock excavation. Several things have happened, the City has received an exemption from the MPO's complete streets policy so that a side path or sidewalk did not have to be added east of Dunn Street on Old SR 37. The project itself is also partially within the County's jurisdiction, and partially in the City's jurisdiction. The County has agreed to allot $100,000 towards the project in some form or fashion. None of that was known until knew where the funding was established. Recently the City has received a grant from the MPO from their Highway Safety Improvement Program, and now there is a source of funding. Staff is now asking the Board to enter into an Agreement with the County for their share of the project. The City will be funding most of the construction but it is at a 10 percent match of Federal Funds. Once the MOU is approved it will go onto the County for their approval.

Zietlow stated for clarification that the County is pledging $100,000 for a specific purpose. Reid stated according to the MOU that will go toward the remaining of the design of the project. Zietlow asked where the County would be getting their money. Reid stated he did not know what County fund it would come from, only that Bill Williams had set aside money for this project. Zietlow asked if they were drawing it from INDOT. Reid stated they are not.

Hrisomalos asked if the City would be getting bids. Reid stated the there is a little bit of right of way acquisition, but the bidding process itself will occur through INDOT. Later a contract with INDOT will be brought to this Board for the construction.

Zietlow asked about the timeline. Reid stated the project itself is scheduled in 2015. The design will be finished this year, and believed the letting would be April 2015.

McNamara asked if the Design Contract had been awarded. Reid stated it had been awarded to Eagle Ridge.

McNamara made a motion to approve the Memorandum of Understanding Agreement between City of Bloomington and Monroe County for North Old State Road 37 and North Dunn Street Curve Correction Project. Hrisomalos seconded the motion. The motion passed. MOU with Monroe County approved.

Approve 2014 Title 6 Abatement Agreement to 4U Lawn & Landscape

Mulvihill, with the City's Legal Department, stated this procedure was started last year to try and ease the load on both staff and the Board. Prior to 2013 every single time the City had to abate a property that was in violation of Title 6 staff would come to the Board and ask for permission to abate and ask for a contract to be approved. Staff realized the Board was being asked to approve contracts on a regular basis for different properties which was a lot of work on staff to prepare new contracts each time, and a lot of work on the Board. The old procedure was delaying the property being abated. Last year was the first year to try something new. Bids were taken and a contract was awarded to one person to do all abatements for that year. This did work better in terms of staff and was much more efficient. Also, there were less complaints of it taking longer to clean up the properties. Staff would like to continue the same policy for 2014. Requests were sent out and only one quote was received. The prices did go up a bit with mowing going up $10 an hour from last year. Debris removal went up $25 per hour and bush hogging went up $25 an hour. The City does not do a lot of bush hogging so this would not be problematic. As this was the only proposal received, staff can either accept this bid, or go back to the old way, where bids are requested each time. Staff recommended approval of the Contract which will run through February 29, 2015.

Zietlow asked how people are notified about this bid. Mulvihill stated contractors who have been used in the past are sent proposals and the phone book is used to find these types of businesses then letters are sent to those businesses also. All requests are kept local. Only one bid was received this year.

Zietlow asked if there has been any word back from people that used to be hired frequently. Mulvihill stated letters were sent to all of them, and none of them seem to want the contract this year. Mulvihill stated she couldn't guess as to why they did not submit bids, but there was only one response received.

McNamara asked if 4 U Lawn was used last year. Mulvihill stated no, this is a new contractor this year.

Zietlow asked if they ask for recommendations. Mulvihill stated they have to show what they have done. Jo Stong in HAND looked over the proposal this year and she was comfortable that they had the skills. They will be monitored, and there have been no problems with any contractors that have been used in the past for these types of services.

McNamara made a motion to award the 2014 Title 6 Abatement Agreement to 4 U Lawn & Landscape. Hrisomalos seconded the motion. The motion passed.

Approve 2014 Title 17 Unsafe Structure Agreement to Clark Excavating

Mulvihill stated this was the same process that was used last year. There are many things that can be done with unsafe buildings. Sometimes there are repairs and removals, but often times it is sealing buildings. In an effort to stream line the process, and because sealing a building is something generic enough that one contractor can handle all that work. Last year Clark Excavating did the work and did a successful job and the City was pleased. They are the only bidder this year. Staff recommended awarding contract to Clark Excavating. There was a small increase in their mobilization fee which increased by $25. Last year staff was asked to look at expanding this so one company could do repairs and removals, but each site is so specific there is really not a way to write a request for proposal to cover everything that might need to be done. Clark Excavating is able to handle sealing the buildings and did very well last year. If this contract is awarded it will expire on February 28, 2015.

McNamara stated he was pleased about these annual contracts for this type of work.

McNamara moved to approve the Agreement for 2014 Title 17 Unsafe Structures to Clark Excavating. Hrisomalos seconded the motion. The motion passed.

Request to Add N. Woodlawn Avenue to Adopt a Road Program

Christina Smith, Public Works, stated the Monroe County Solid Waste District actually manages the Adopt A Road Program which includes City streets. Monroe County Solid Waste requested that North Woodlawn Avenue between East 7th Street and East 12th Street be added to the program on behalf of the African Students' Association. The District requires the organization to complete four (4) litter clean ups each year. They must also commit to keeping the adopted roadway clean for at least two years. The District furnishes safety training and equipment, and arranges for all the collection and disposal of litter after each scheduled clean up. The City Risk Management Division has evaluated this section of North Woodlawn and did not find any liability issues that would prohibit it from being included into the Adopt-a-Road program. Staff welcomes the assistance of this group's efforts in removing litter from City streets and recommended approval.

Hrisomalos asked who was responsible for the Adopt a Road program. Smith stated Monroe County Solid Waste District. Hrisomalos thought the City used to administer this program and wondered how this changed. Zietlow also wondered. Chris Smith did not have an answer, but stated she would look into it and report back.

McNamara moved to approve the request to add North Woodlawn Avenue between 7th and 12th Street to the Adopt-a-Road program. Hrisomalos seconded the motion. The motion passed.

Appointment to Tree Commission

Smith stated Kerry Bridges is a current member of the Tree Commission and has applied for his second three (3) year appointment. He is a certified arborist, specializing in tree health care, nutrition, pest and disease control, and urban tree management. Les Huss, City Urban Forrester, is familiar with Mr. Bridges' knowledge and work as an arborist and commission member and highly recommended he be reappointed for another term. Staff recommended Mr. Bridges reappointment to the Tree Commission.

McNamara moved that Kerry Bridges be reappointed to the Tree Commission. Hrisomalos seconded the motion. Zietlow stated he sounds extraordinarily well qualified.

Zietlow asked what the Tree Commission does. Reid stated for Engineering the Tree Commission evaluates for tree removal in City right of way. They also work with the Parks Department on their plantings and where those will go. They are a step in Engineering's process of tree removal. A representative to Engineering will go and explain to them the project and ask them what they would like to see. Also explain the trees that will be removed and how many of them, then work with them on mitigation plan for the removal. The group is very nice to work with. They always say, "the right tree in the right place" and that is how staff approaches the work as well.

Zietlow stated so this would have included the planting on 3rd Street. Adrian stated yes, all those plantings were coordinated with them.

Hrisomalos thought they planted private trees as well for memorials. Reid stated he thought they did. Hrisomalos stated he has worked with them on a couple of memorial trees and they are very efficient.

The vote was taken on the motion. The motion passed. Kerry Bridges was reappointed to another 3 year term to the Tree Commission.

STAFF REPORTS & OTHER BUSINESS

No Reports

APPROVAL OF CLAIMS

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

ADJOURNMENT

McNamara made a motion to adjourn the meeting. Hrisomalos seconded. The meeting was adjourned at approximately 6:10 p.m.

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: Use of Right-of-Way at 10th and Fee Lane (North/East corner)

Petitioner/Representative: Indiana University

Staff Representative: Roy Aten

Meeting Date: March 11, 2014

Report: In February of 2012 the Board approved the University's request for the use of the right-of-way adjacent to the Kelly School of Business for a period of two years. This area was necessary in order to facilitate the current expansion of the School. The original approval was for a period of two years and would expire May 7th, 2014. Due to unforeseen delays in construction the University is requesting the Board to grant an extension in time of three months to the original request and that that extension shall expire no later that July 31, 2014.

Recommendation and Supporting Justification: Due to the tight configuration of the site with respects to the necessary staging requirements for the project and that the plan takes into consideration the best interest to the safety of the general public, Staff recommends approval of the request of a time extension. The University has been very cooperative and has assured staff that by the end of the use period the right-of-way will be restored and reopened to Public. At that time the staging area for construction activities will be shifted to the north side of the building.

Recommend ☒ **Approval** ☐ **Denial by** Roy Aten

INDIANA UNIVERSITY
REAL ESTATE
TRANSMITTAL MEMORANDUM

TO: Roy Aten, City of Bloomington Engineering

FROM: Jason R. Banach/scf

SUBJECT: Item for March 11, 2014 Board of Public Works Agenda

DATE: February 10, 2014

Roy:

Per our discussion, please list the enclosed item on the March 11, 2014 Board of Public Works Agenda. (re: Indiana University – Continuing existing Fee Lane closure for two additional months.)

If you have any questions, do not hesitate to contact me.

Kind regards,

Jason R. Banach

1800 N. Range Road, Bloomington, Indiana 47408
Phone: (812) 855 4100; FAX: (812) 855-1156

INDIANA UNIVERSITY
REAL ESTATE DEPARTMENT
Bloomington

February 6, 2014

Via Certified Mail

Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

Re: Indiana University – Continue existing Fee Lane closure for two additional months.

Dear Board Members:

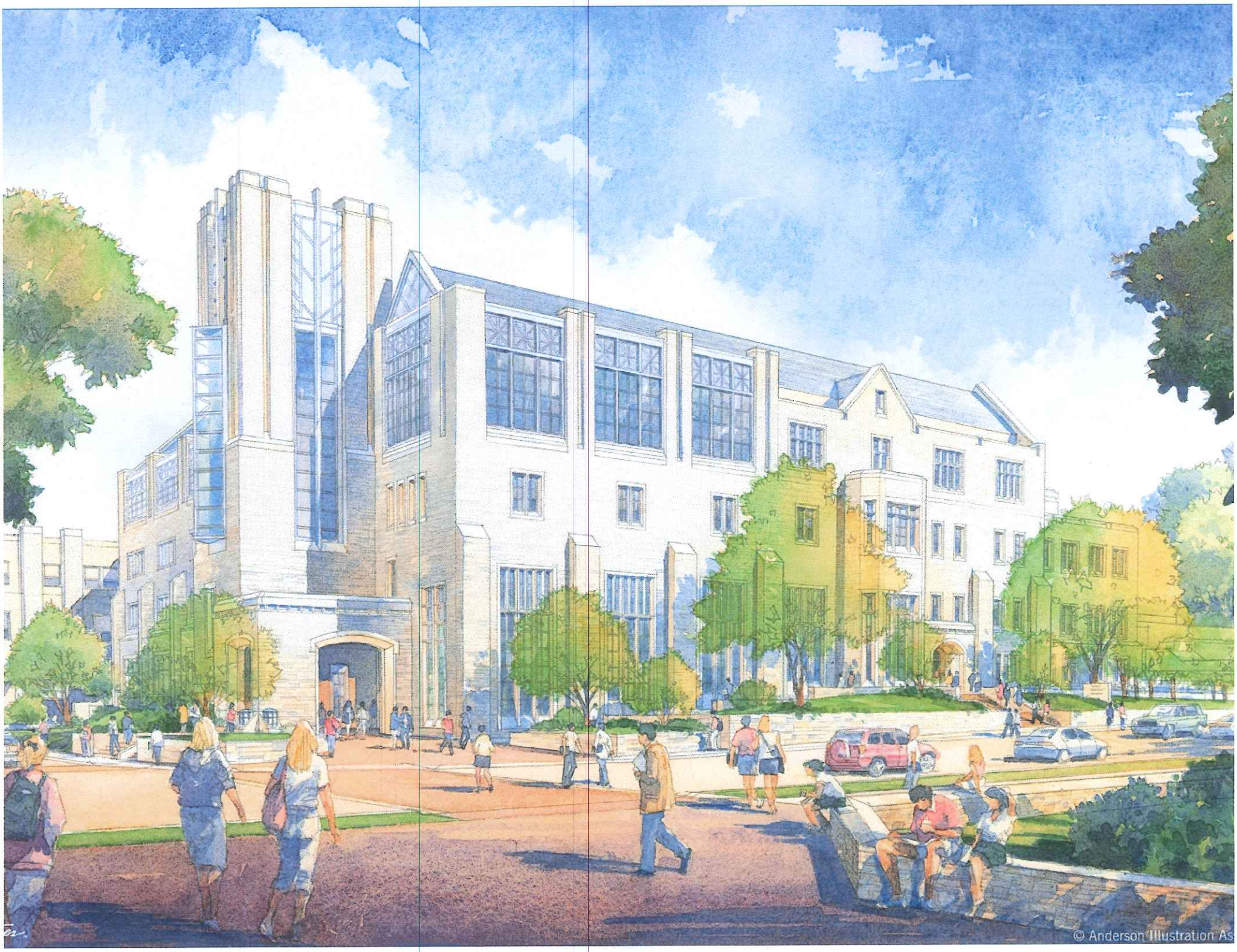
Indiana University is in the process of completing a project to expand and improve the Kelley School of Business located at the northeast corner of Fee Lane and 10th Street. The Board previously approved the northbound lane of Fee Lane to be closed through May 7, 2014. This was an estimated completion date, and unfortunately, the project is taking slightly longer than anticipated. Therefore, Indiana University respectfully requests that the Board of Public Works approve an extension of this existing lane closure through no later than July 31, 2014.

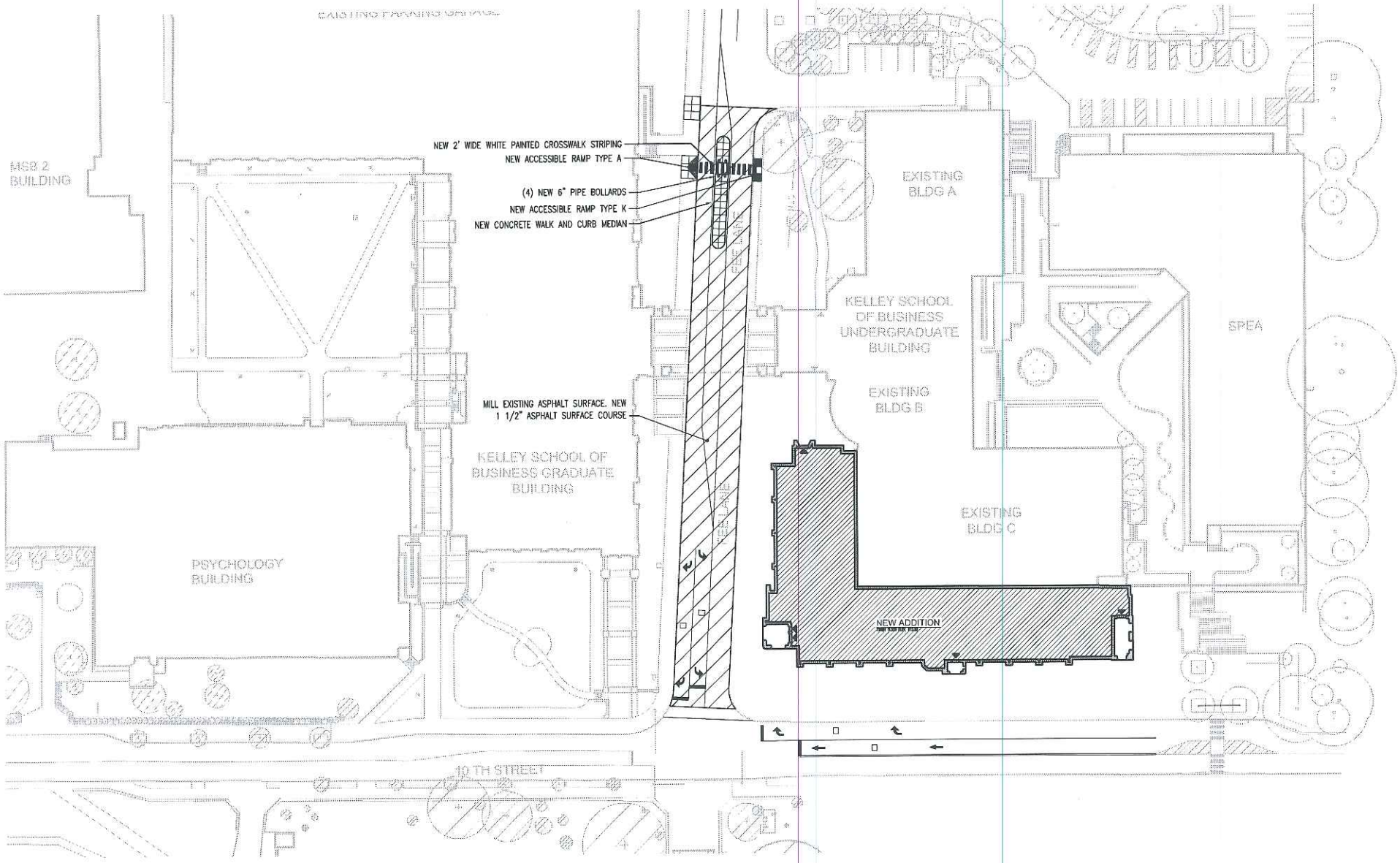
Kind regards,

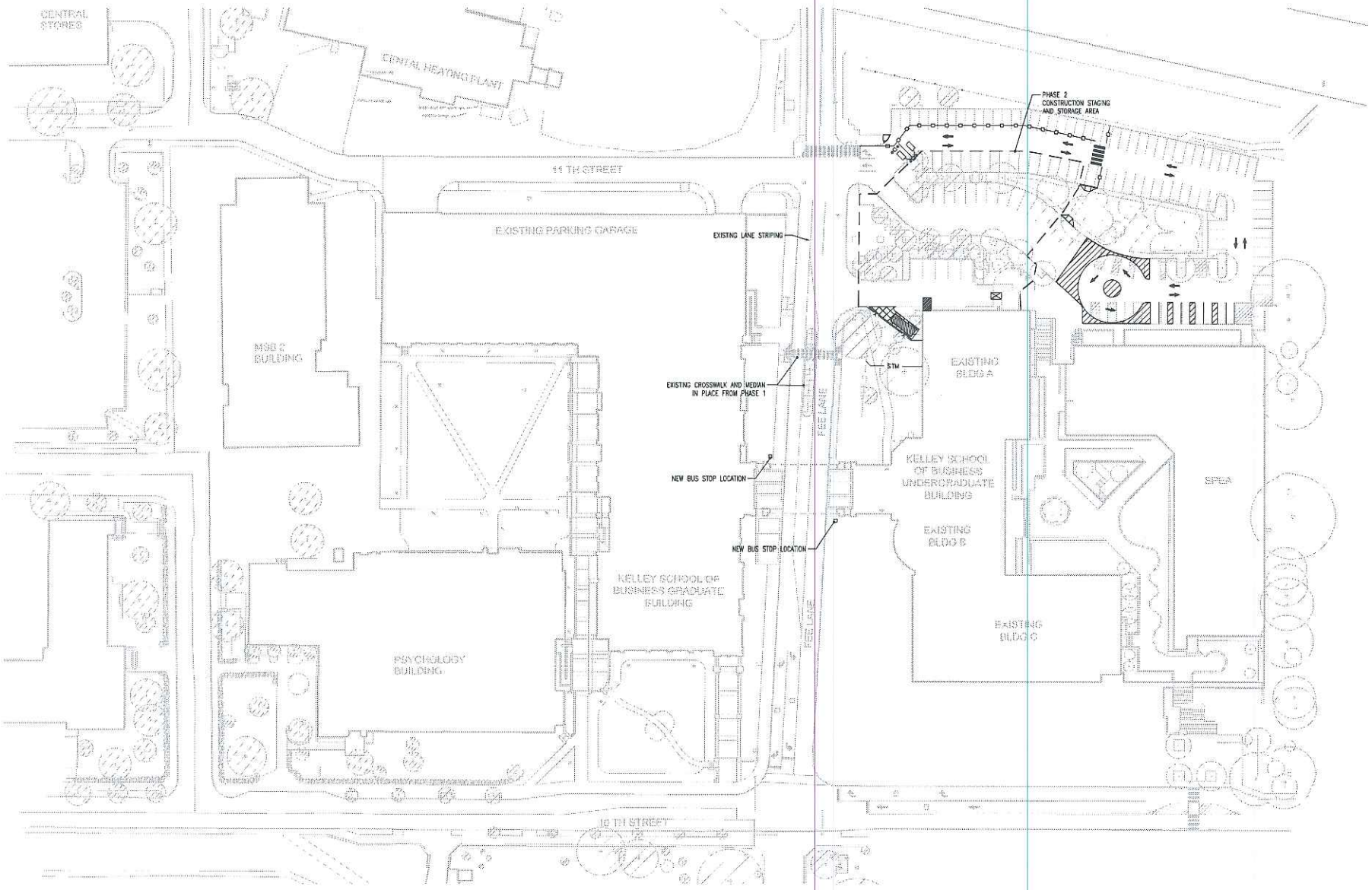
Jason R. Banach
Director of Real Estate

cc: Roy Aten, City of Bloomington Engineering
Susie Johnson, City of Bloomington Public Works

1800 N. Range Road Bloomington, IN 47408 (812) 855-4100 fax (812) 855-1156


© Anderson Illustration As


EXISTING PARKING GARAGE
MSB 2 BUILDING
NEW 2' WIDE WHITE PAINTED CROSSWALK STRIPING
NEW ACCESSIBLE RAMP TYPE A
(4) NEW 6" PIPE BOLLARDS
NEW ACCESSIBLE RAMP TYPE K
NEW CONCRETE WALK AND CURB MEDIAN
MILL EXISTING ASPHALT SURFACE. NEW 1 1/2" ASPHALT SURFACE COURSE
EXISTING BLDG A
KELLEY SCHOOL OF BUSINESS UNDERGRADUATE BUILDING
EXISTING BLDG B
EXISTING BLDG C
SPEA
KELLEY SCHOOL OF BUSINESS GRADUATE BUILDING
PSYCHOLOGY BUILDING
NEW ADDITION
10 TH STREET



1309 EAST TENT
BLOOMINGTON

CONSTRU
DOCUME

MARK	DATE	DESCRIP

PHASE 2
SITE PLAN

SCALE 1"=50' C

signs. The total bond required is $188,999. Plat received plat approval from the Plat Committee. Staff recommended approval. There will be a streetlight plan that will need to be reviewed by Public Works, but the streetlights will be private since these are not single family homes.

BPW MINUTES 2/14/12

Jeff Fanyo spoke about the development. Fanyo added lot's 5, 6, and 7 will be the storm water retention facility. Lot #7 will also have a public park maintained by the developer.

Zietlow asked about the intended market. Fanyo stated the development will be marketed as student housing.

McNamara moved to approve the Plat for Morton North Final Plat at 11th & Morton. Hrisomalos seconded the motion. Morton North Final Plat approved.

Use of Right of Way to Facilitate Construction at 10th & Fee Lane

Wykoff stated Lynn Coyne was present to answer any questions. Wykoff explained this project is a major addition to the Kelley School of Business. This will be a two year project starting in May of 2012 and ending in 2014. During construction a significant portion of the right of way on Fee Lane will need to be used as a construction staging area. City staff and IU staff have worked together to propose a construction staging plan. Traffic patterns will change on 10th and Fee Lane. Fee Lane will go down to one lane south. Tenth Street turn lanes (to north on Fee) will be eliminated. Concrete barricades will be provided to separate the construction site from the one south bound lane on Fee and the westbound turn lane on 10th Street will be combined into one lane going westbound. Access for pedestrians will be maintained in a protected area.

Lynn Coyne with Indiana University introduced himself. He explained the Kelley School of Business received a significant gift, as well as their own funding, and will be expanding the School of Business building. The expansion will reach southward and westward on the existing site. In order to do the project the construction staging will need to be as close to the building as possible. Coyne stated this is an exciting development. He also explained the change in traffic patterns that City staff and IU staff have worked out.

Bob Richardson, Senior Architect with Indiana University was introduced. Richardson explained the building will be a transformational change to IU's Kelley School of Business. The existing building was built in the 1960's and is out of date compared to other national universities. This building will be cutting edge in terms of technology and flexibility. It will allow for working globally with international private firms and others to transform IU. The addition will consist mostly of classrooms, thirteen, 60 person classrooms, two 180 person classrooms, and forty-five in various configurations. The building will be four stories.

The Board asked questions about the change in traffic pattern that Coyne and Wykoff addressed.

Zietlow asked if the old portion of the building will be done as well.

Richardson stated there is a separate grant for renovation to the older portion of the building and that work will be a second phase. To do it all at once would put everyone out of service.

McNamara made a motion to approve the use of right of way to facilitate construction at 10th & Fee lane as elucidated in the Board Packet. Hrisomalos seconded the motion. Use of right of way to facilitate construction at 10th & Fee Lane passed unanimously.

Application for Noise Permit for Alzheimer's Walk in Bryan Park (Saturday, September 22)

Myers stated this walk has been going on in Bryan Park for several years. They have been given permission to use the park on Saturday, September 22nd. The event takes place from 10:00 a.m. until 2:00 p.m. The event is family oriented. In 2010 they had 325 walkers and raised $39,000 at the Bryan Park event. The numbers from last year's walk was about the same. Staff supported the request.

Zietlow asked if the money raised goes to research. Myers was not sure but she believes from past years some goes to education and awareness.

McNamara moved approval of Noise Permit for Walk to End Alzheimer's in Bryan Park on Saturday, September 22nd. Hrisomalos seconded the motion. Motion passed unanimously. Noise Permit approved.

Approval of Contract for 17th & Arlington

Wykoff stated the Board of Public Works approved a design contract addendum with American Structurepoint. Because the preliminary engineering is federally funded, the City is required to amend a separate contract between the City and INDOT in order to receive the 80% reimbursement which is $308,968. The total amount is $386,210.

Wykoff reported the design is being worked on and a public hearing will be held in the early spring or summer. It is hoped permission to start acquisition of right of way will begin in the Fall. Right of Way for the project is in this year's budget.

McNamara made a motion to approve the addendum to the Agreement with INDOT for 17th & Arlington round-a-bout. Hrisomalos seconded the motion. Motion passed unanimously. Addendum to the Contract for 17th & Arlington approved.

STAFF REPORTS

None

APPROVAL OF CLAIMS

McNamara moved to approve claims. Hrisomalos seconded the motion. The motion passed unanimously.

ADJOURNMENT

McNamara moved to adjourn the meeting. Hrisomalos seconded the motion. Meeting adjourned at 6:09 p.m.

Accepted by:

_____

Charlotte Zietlow, President

_____

Board of Public Works
Staff Report

Project/Event: Request to use public right of way during construction at 117 E. 6th St.

Staff Representative: Rick Alexander

Petitioner/Representative: Strausser Construction/Ryan Strausser

Date: March 11, 2014

Report: Strausser Construction has been chosen to construct the new multi use building at the northeast corner of East 6th and North Washington. It is currently a parking lot with access points on both streets. The lot is small and there is no room to stage the construction on site. They are requesting permission to use the adjoining right of way during construction. The project is scheduled to be completed in August of 2014.

Recommendation and Supporting Justification: 6th Street is one way east. There is currently no parking in front of the project site. So the pavement is very wide. Using that space will not displace anyone. Washington is one way south. Strausser will need to block the sidewalk and the parking lane. There is only one metered space adjoining the work site and the owner, Johh Halluska, has agreed to pay for that space during construction. Once the project is completed, there will be enough space adjoining the site to add 7 new parking spaces. A memo of understanding/hold harmless agreement has been prepared to allow the use of the space until mid-August. As a condition of approval, any areas of right of way used for the construction will have to be re-surfaced and any pavement markings will need to be installed. City crews will install meters in the appropriate locations after construction is complete. Staff recommends approval of the request.

Recommend ☒ **Approval** ☐ **Denial by** _____

Memorandum of Understanding
Between
City of Bloomington Public Works Department
And
Strauser Construction Co., Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Public Works Department, (hereafter "Public Works") and Strausser Construction Co., Inc. outlines the binding conditions placed upon Strausser Construction Co., Inc. and agreed to by Strausser Construction Co., Inc., in exchange for use by Strausser Construction Co., Inc., its agents and subcontractors, of certain public right-of-way during construction of the building at 117 East 6th Street, at the real property located west of North Washington Street and on the north side of East 6th Street in Bloomington, Indiana (hereafter the "Construction Site").

1. This MOU shall cover the time period from March 12th, 2014 through August 15th, 2014 inclusive.

2. Strausser Construction Co., Inc. shall install and maintain, to the satisfaction of the City of Bloomington Engineering Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), and must be approved by the City Engineering Department.

3. Public Works shall allow Strausser Construction Co., Inc. to block and restrict from general public usage the parking spaces and the sidewalks east of the property along North Washington Street and south of the property and directly adjacent to the Construction Site along East 6th Street as depicted in Exhibit "A". Exhibit "A" is attached hereto and incorporated herein by reference. Strausser Construction Co., Inc. shall coordinate the placement of any and all construction notification and detour signage with the City Engineering Department including vehicular and pedestrian signage.

4. Strausser Construction Co., Inc. shall coordinate the removal and replacement of all permanent signage through the City of Bloomington Traffic Division at all requested points for permanent signage replacement.

5. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.

6. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.

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

8. Strausser Construction Co., Inc. agrees to release, forever discharge , hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Strausser Construction Co., Inc.'s use of the described right-of-way, whether such claims may be brought by the City of Bloomington Indiana or by any third party.

9. Any and all approvals for closures of the additional travel lanes will require a one week advance notice to the City Engineering Department, the City Transit service and emergency services.

10. Prior to beginning work, Strausser Construction Co., Inc. shall provide the City Engineering Department with a phone contact list for their supervisory personnel and for their sub-contractors.

11. One on-street metered parking space adjoins the worksite and will not be available for parking by the general public for the duration of this construction project. A contractor/construction parking permit shall be acquired by Strausser Construction Co., Inc. In accordance with Bloomington Municipal Code section 15.32.180, the cost for a contractor/construction parking permit, which upon approval will allow for extended parking in an on-street metered parking space, shall be the hourly parking rate per vehicle parking space for each hour reserved by the permit, as well as a $5 administrative fee.

12. Strausser Construction Co., Inc. shall make its on-site supervisory personnel available for bi-weekly meetings with the City Engineering Department staff for progress updates.

13. Ryan Strausser, member of Strausser Construction Co., Inc., agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington
Department of Public Works

By:_____
Susie Johnson, Director

Date:_____

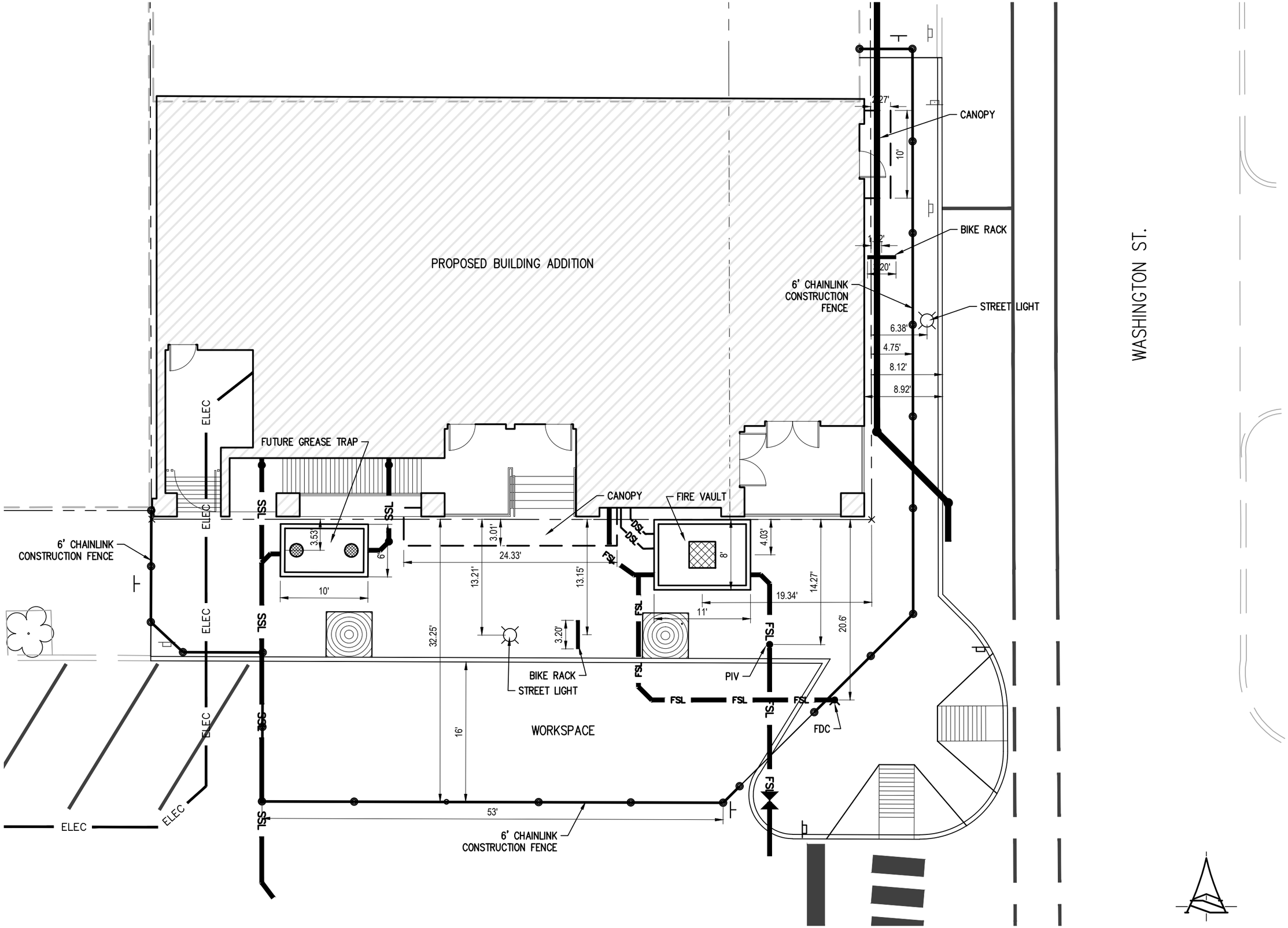
By:_____
Mark Kruzan, Mayor

Date:_____

Strausser Construction Co., Inc.

By:_____
Ryan Strausser, Member

Date:_____


PROPOSED BUILDING ADDITION
CANOPY
BIKE RACK
6' CHAINLINK CONSTRUCTION FENCE
STREET LIGHT
WASHINGTON ST.
ELEC
FUTURE GREASE TRAP
CANOPY
FIRE VAULT
6' CHAINLINK CONSTRUCTION FENCE
BIKE RACK
STREET LIGHT
PIV
FDC
WORKSPACE
6' CHAINLINK CONSTRUCTION FENCE
ELEC
SSL
FSL
DSL
2.27'
10'
1.12'
20'
6.38'
4.75'
8.12'
8.92'
3.53'
6'
10'
3.01'
24.33'
13.21'
13.15'
32.25'
3.20'
16'
53'
4.03'
8'
19.34'
11'
14.27'
20.6'

Board of Public Works
Staff Report

Project/Event: Request to place sign in public right of way at Starbucks at 110 S. Indiana Avenue

Staff Representative: Rick Alexander

Petitioner/Representative: Starbucks/George Breeden of Moravec Realty, LLC.

Date: March 11, 2014

Report: Starbucks is the tenant at 110 S. Indiana which is on the west side of the street and between 4th and Kirkwood. They are requesting to install a wall mounted sign on the outside of the building. The sign is 2' 4" by 2' 4" and would extend over the sidewalk of Indiana Avenue. It would be at least 8' above the walkway grade and is a typical green and white Starbucks sign. The building owner has given his permission for the installation.

Recommendation and Supporting Justification: An encroachment/hold harmless agreement has been prepared to allow the installation. The sign is typical of the kind other establishments in the area display. Staff recommends approval of the sign with the condition that the agreement be fully executed prior to the installation and that the appropriate sign permit be authorized by the Planning Department.

Recommend ☒ **Approval** ☐ **Denial by** _____

BOARD OF PUBLIC WORKS
RESOLUTION 2014-12
Sign Encroachment for the Starbucks at 110 South Indiana Avenue

WHEREAS, the Starbucks is located at 110 South Indiana Avenue; and

WHEREAS, Morevac Realty, LLC, (hereinafter "Owner", is the owner of the Starbucks property located at 110 South Indiana Avenue; and

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

WHEREAS, Owner has requested permission to encroach on public property by placing a new sign for the Starbucks over the right of way of Indiana Avenue; and

WHEREAS, the Board of Public Works does not object to the described sign encroachment, provided the Owner complies with the conditions stated below.

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

1. Placement of the sign will be at the southeast corner of the building facing Indiana Avenue. The sign bracket extends eight (8) inches and the sign extends two (2) feet four (4) inches for a total of three (3) feet as depicted in exhibit A.

2. The sign shall be mounted to the building so that there is eight (8) feet of clearance along the walkway below the sign.

3. The sign shall not deviate from the design attached hereto and incorporated herein as Exhibit A without the Owner resubmitting the design to the Board of Public Works.

4. Owner agrees to maintain the sign and to keep it in an attractive and good condition.

5. This resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

6. The City retains the right for the City and all public utilities to enter onto this right of way when, in its opinion, such entry is necessitated in order to maintain said right of way, or to perform other duties or functions for which entry on said right of way is, in the opinion of the City, needed.

7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and the sign needs to be removed to facilitate City or utility, it will be at the expense of Owner and that the City will not be responsible for any damage which may occur to the sign by City's workers, contractors hired by the City, or by those of a public utility.

8. If at any time it is determined that the street should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching sign interferes with the planned public improvements, then the Owner shall move said encroachment upon notification by the City, without compensation by the City.

9. The terms of this agreement shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.

10. George Breeden agrees by signing this agreement that he has full power by proper action to enter into this agreement on behalf of Morevac Realty, LLC, and has authority to do so.

BOARD OF PUBLIC WORKS	Morevac Realty, LLC
_____	_____
Charlotte Zietlow, President	George Breeden, Partner
_____	_____
James McNamara	Date
_____	
Dr. Frank N. Hrisomalos	
_____	
Date	

State of Indiana)
) SS:
County of _____)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared George Breeden, Partner of Morevac Realty, LLC, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2014.

Witness my hand and official seal _____
Notary Public Signature

My Commission expires: _____ _____

County of Residence: _____ Printed Name

State of Indiana)
) SS:
County of Monroe)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Charlotte Zietlow, Dr. Frank N. Hrisomalos, and James McNamara, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2014.

Witness my hand and official seal _____
Notary Public Signature

My Commission expires: _____ _____

County of Residence: _____ Printed Name

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, Morevac Realty, LLC, which owns the Starbucks property located at 110 South Indiana Avenue, in Bloomington, IN, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the public property near West Third Street and South Liberty Drive, which is owned, supervised and maintained by the RELEASEE'S Board of Public Works, to install an off premises pylon sign upon RELEASEE'S property; and

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

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

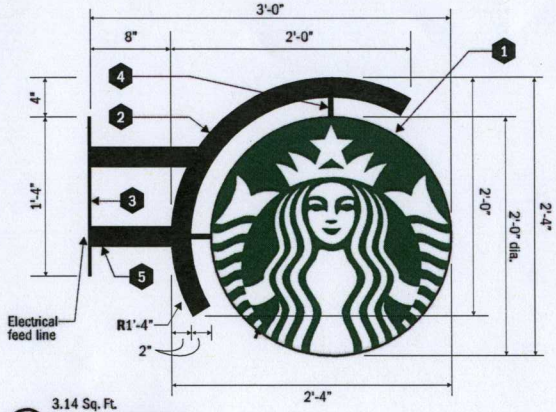
RELEASOR expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

Geroge Breeden, as Partner of Morevac Realty, LLC, represents and certifies that he has been fully empowered to execute this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on behalf of RELEASOR.

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

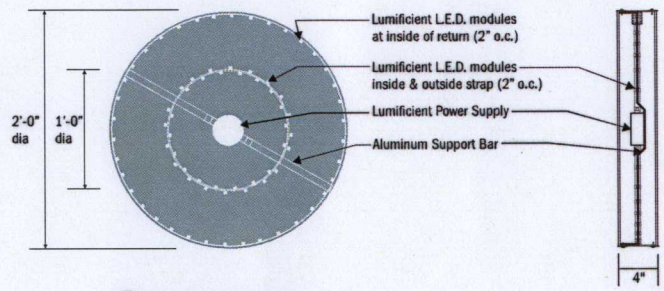
"RELEASOR"	"RELEASEE"
_____	_____
George Breeden, Partner Morevac Realty, LLC	City of Bloomington

EXHIBIT "A"

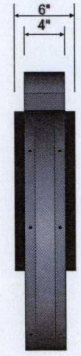


3.14 Sq. Ft.

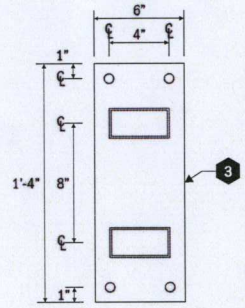
FRONT ELEVATION
SCALE: 1" = 1'



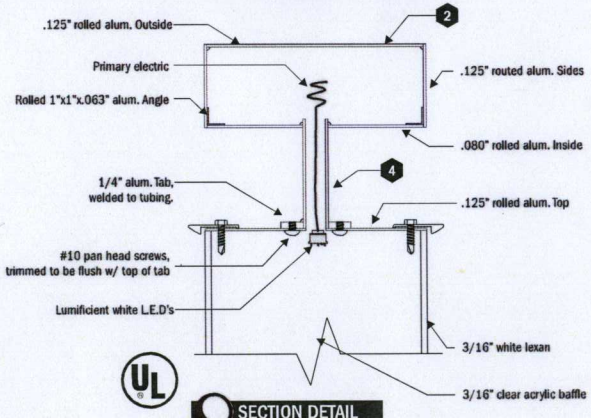
ELEVATION DETAIL L.E.D. Layout
SCALE: 1" = 1'



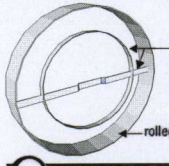
SIDE ELEVATION
SCALE: 1" = 1'



BASEPLATE DETAIL
SCALE: 1½" = 1'



SECTION DETAIL
SCALE: NTS



ISOMETRIC VIEW - LED STRAPS AT INTERIOR OF CABINET
SCALE: NTS

ELEVATION VIEW
SCALE: NTS

ELEVATION VIEW
SCALE: ⅛" = 1'

SIGN SPECIFICATIONS:

1. **D/F Internally Illuminated Cabinet**
   Return Material: .125" rolled aluminum
   Return Finish: Painted GGP Matte Black
   Return Depth: 4"
   Face Material: 3/16" thick lexan
   Face Finish: #7328 White
   Graphics: Applied 3M 230-76 Trans Holly Green vinyl
   L.E.D. Color: White
   L.E.D. Type: Lumificient L.E.D.
   L.E.D. Connection: 18/3 Class 2 Plenum Wire (#25303B)
   Trim Cap: 1" Black
   Power Supply: Self contained Lumificient Power Supply
2. **Custom Fabricated Aluminum Bracket**
   Bracket Material: .125" rolled aluminum outside & sides; rolled .080" aluminum inside
   Bracket Finish: Painted GGP Matte Black
3. **Aluminum Baseplate**
   Baseplate Material: ¼" thick aluminum base plate
   Baseplate Finish: Painted GGP Matte Black
4. **Aluminum Spacer / Conduit**
   Spacer Material: ½"dia. aluminum tube spacer / conduit
   Spacer Finish: Painted GGP Matte Black
5. **Horizontal Aluminum Supports**
   Support Material: 2" x 4" x 1/8" aluminum tubing
   Support Finish: Painted GGP Matte Black
6. **Install**
   Install Method: Exact method of attachment TBD per location (survey required)

GableSigns
GABLESIGNS.COM
7440 Fort Smallwood Road Baltimore, Maryland 21226
Phone 410.255.6400 Fax 410.437.5336

CUSTOMER NAME	Starbucks Coffee Company
PHONE NUMBER	812.333.6075
SITE/STORE NAME	Starbucks Coffee # 2387
CITY/STATE	Bloomington, IN
DRAWING DATE	12/06/14
SALES REP	JK
ACCT/PROJ MGR	SS
NAVISION NUMBER	51817-001
COMPLETION DATE	

REVISION HISTORY

REV. #	DRAWING DATE	DRAWING # REPLACED
3	11/13/13	4102LC
2	10/30/13	4035LC
1	10/28/13	4018LC

ELECTRICAL REQUIREMENTS

SIGN TYPE	AMPS	VOLTAGE
AS SHOWN		120v

TIME MANAGEMENT DEVICE

PHOTO CELL	X	TIME CLOCK	X	NONE	X

CLIENT/LANDLORD APPROVAL

☐ APPROVED ☐ APPROVED AS NOTED ☐ DIS-APPROVED REVISE & RESUBMIT

CLIENT SIGNATURE DATE

LANDLORD SIGNATURE DATE

SIGN TYPE	QTY
ID-13159-Evolved: 24" D/F Illuminated Blade Sign	1

DRAWING NUMBER	SHEET NUMBER
4231LC	1 of 2

COLORS OR GRAPHICS (STATIC/DIGITAL) PORTRAYED ARE REPRESENTATIONAL ONLY; ACTUAL SAMPLES AVAILABLE UPON REQUEST.

This drawing remains the exclusive property of GableSigns & Graphics, Inc.. It is submitted for your consideration in the purchase of the product(s) manufactured according to these plans. This design cannot be copied in whole or in part, altered or exhibited in any manner without written permission of Gable Signs & Graphics, Inc.. Exceptions are previously copyrighted artwork supplied by client.

Board of Public Works
Staff Report

Project/Event: Request to allow sprinkler system to remain in right of way at 1600 W. Bloomfield Road

Staff Representative: Rick Alexander

Petitioner/Representative: First Technology Institute/Sergei Ananyan

Date: March 11, 2014

Report: In preparation for a new signal on West Bloomfield Road (aka West 2nd Street), the city has been buying right of way. One of the properties, First Technology Institute at 1600 West Bloomfield Road, has an existing landscape sprinkler system in place. Part of that system is in the property that the city has purchased. The owner would prefer that the system remain in place.

Recommendation and Supporting Justification: As a condition of selling the property to the city the owners requested that the sprinkler system be allowed to remain. A hold harmless agreement and an encroachment agreement to allow the sprinkler system to remain in place have been prepared by our legal department staff. Mr. Ananyan has already signed the agreement. Staff recommends approval of the encroachment.

Recommend ☒ **Approval** ☐ **Denial by** _____

RESOLUTION 2014-13
UNDERGROUND SPRINKLER SYSTEM ENCROACHMENT AT
1600 WEST BLOOMFIELD ROAD

WHEREAS, First Technology Initiative, LLC, (hereinafter referred to as "Owner") owns a commercial lot at 1600 West Bloomfield Road in Bloomington, more fully described as a part of Section 6, Township 8 North, Range 1 West, Perry Township in Monroe County, Indiana, as described in Instrument Number 2012015141 in the Office of the Recorder of Monroe County, Indiana; and

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

WHEREAS, the City is currently acquiring right of way for improvements including the installation of a side path along the north side of West Second Street from Landmark Business Center to Twin Lakes Recreation Center; and

WHEREAS, Owner's property is one of the properties from whom the City is acquiring right of way; and

WHEREAS, a landscaping sprinkler system is located in the City's right of way adjacent to Owner's property;

WHEREAS, Owner is requesting permission from the City for this encroachment in order to maintain the landscaping sprinkler system adjacent to its building located at 1600 West Bloomfield Road; and

WHEREAS, Owner 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 the Owner's use of the public right of way, 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 that the City will not initiate any legal action against the Owner regarding the maintenance of the underground landscaping sprinkler system in the described area of the City right of way, under the following conditions:

1. The Owner shall be allowed to maintain the landscaping sprinkler system adjacent to its property at 1600 West Bloomfield Road subject to the terms of this Resolution.

2. The Owner shall be responsible for the timely performance of all maintenance of the sprinkler system and shall bear all expense regarding such maintenance.

3. All materials and labor necessary for the maintenance of the sprinkler system are the sole responsibility of the Owner.

4. Owner agrees that the only encroachment that may be allowed in the right of way is that described herein. In the event Owner wishes to install further encroachment, Owner must obtain additional approval from the Board of Public Works.

5. The City retains the right for the City, all public utilities, or any entity which has obtained a permit to work in the right of way, to enter into this right of way when, in the opinion of the City, such entry is necessitated in order to maintain said right of way.

6. The term of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.

7. If at any time it is determined that the City right of way should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching improvement interferes with the planned public improvements, then the Owner shall remove said encroachment and hereby agrees, on its own behalf and on behalf of its successor(s) in interest, to cease use of the right of way and remove the encroachment upon notice by the City.

8. In the event the Owner sells the property during the term of this Resolution, this Resolution shall continue under the original conditions and be binding on the successor(s) in interest.

9. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property including a permit to work in the public right of way from the City of Bloomington Engineering Department.

10. Sergei Ananyan, Manager of First Technology Initiative, LLC, agrees by signing that he has full power by proper action to enter into this agreement and has the authority to do so.

11. 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

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

FIRST TECH INITIATIVE

S. Ananyan
Sergei Ananyan, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Witness my hand and official seal.

_____
Notary Public Printed Name

_____
Notary Public Signature

My Commission Expires: _____

County of Residence: _____

RESOLUTION 2014-13

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Sergei Ananyan, the Manager of First Technology Initiative, LLC, and acknowledged the execution of the foregoing instrument this 18th day of December, 2013.

Witness my hand and official seal.

Todd Taylor
Notary Public Printed Name

Notary Public Signature

My Commission Expires: 3/26/2018

County of Residence: Monroe

TODD TAYLOR
Notary Public- Seal
State of Indiana
My Commission Expires Mar 26, 2018

RESOLUTION 2014-13

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, the First Technology Initiative, LLC, owns the real property at 1600 West Bloomfield Road, in Bloomington, IN, (hereinafter referred to as (RELEASOR") and desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the use of the public right of way north of West Bloomfield Road and adjacent to the property at 1600 West Bloomfield Road, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, to maintain a landscaping sprinkler system in RELEASEE'S property; and

WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such encroachment 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.

Sergei Ananyan represents and certifies that he has been fully empowered to execute this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on behalf of RELEASOR.

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

"RELEASOR"	"RELEASEE"
S. Ananyan	
Sergei Ananyan, Manager	City of Bloomington

RESOLUTION 2014-13

City of Bloomington
Public Works Department

BOARD OF PUBLIC WORKS
STAFF REPORT

Meeting Date: March 11, 2014

Subject: Homeward Bound Walk

Report: This is a community event sponsored by the City's Community and Family Resources Department which raises awareness of issues of the homeless in Bloomington. The walk will take place on Sunday, April 13. Walkers will start and end at Waldron, Hill & Buskirk Park. They are requesting use of City streets and sidewalks and would like like to utilize four spaces on Lincoln next to the park for the day to park a refrigerated truck. The resolution includes a waiver to the noise ordinance so amplified music and announcements may be may made during the event. There will also be live music along the route. BPD has issued a Parade Permit pending Board of Public Works approval.

Recommendation: Staff recommends approval.

RESOLUTION 2014-14
HOMEWARD BOUND WALK

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

WHEREAS, The City of Bloomington Community and Family Resources Department and other area agencies ("Sponsors") organize and sponsor the Homeward Bound Walk to raise awareness about homelessness and to raise funds for agencies that assist the homeless; and

WHEREAS, the Sponsors desire to use City of Bloomington streets and sidewalks as indicated on the attached map (Attachment A), and they have requested permission to use these streets and sidewalks and to stop vehicular traffic as walkers cross at certain intersections and to reserve 4 parking spaces on Lincoln Street adjacent to Waldron, Hill and Buskirk Park for support supplies; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that portions of downtown streets and sidewalks as indicated on the attached map (Attachment A) will be temporarily closed to traffic and parking from 11:00 a.m. to 4:00 p.m. on Sunday, the 13th day of April, 2014.

2. That Sponsors 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 and shall be affixed as instructed by City Staff.

3. That Sponsors shall be responsible for placement and removal of barricades. Sponsors are responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. Sponsors agree to obtain at their own expense and place barricades to close the street, not before 11:00 a.m. on Sunday, April 13th, 2014 and to remove barricades by 4:00 p.m. on Sunday, April 13, 2014.

4. That Sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 4 p.m. on Sunday, April 13, 2014.

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 sound and music may be played during the hours of the event.

ADOPTED THIS _____DAY OF _____, 2014.

BOARD OF PUBLIC WORKS:

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

NOISE PERMIT

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

CITY OF BLOOMINGTON

Application and Permit Information

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

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

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

Event and Noise Information

Type or Name of Event: Homeward Bound 5K Walk
Location of Event: Waldrer, Hill, Buskirk Park
Date of Event: 4-13-14 Time of Event: Start: 11:00AM End: 4:00pm
Description of Noise:
Source of Noise: ☑ Live Band ☐ Instrument ☐ Loudspeaker Other:
Will Noise be Amplified? ☑ Yes ☐ No

Applicant Information

Name: Kathy Mayer
Organization: City of Bloomington Title: Office Mgr / Program Specialist
Physical Address: 401 N. Morton St, Bloomington, IN 47404
Email Address: mayerk@bloomington.in Phone Number: 812-349-3467
Signature: Kathy Mayer Date: 1-2-14

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President

James McNamara

Date

Dr. Frank N. Hrisomalos

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: Homeward Bound 5K Walk
P.O. Box 3126, Bloomington, IN 47402

Contact person and phone number: Kathy Meyer Work 349-3467 Cell 369-9630

Information regarding proposed parade:

Date: April 13, 2014

Time of commencement: 1 p.m.

Expected duration: 1½ hrs

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

Please see attached route descriptions and map

Expected number of participants: 900+

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

Pedestrian, Bicycle, leashed dogs, strollers And small marching band

Traffic control shall be supplied by Bloomington Police Dept.

At the following points on the parade route: (1st) 3rd St & Washington - (2) 3rd & Walnut - (3) 3rd St & College - (4) Maple & Kirkwood and (5) 6th & Rogers

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

Bloomington Police Dept.

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

Kathy Mayer

Signature of Person requesting Permit

Permit Granted_____ **Permit Denied**_____

_____ _____

Chief of Police, Bloomington, Indiana Date

Action taken by Police Department:

The permit is granted_____, with the following conditions:

_____

_____

_____

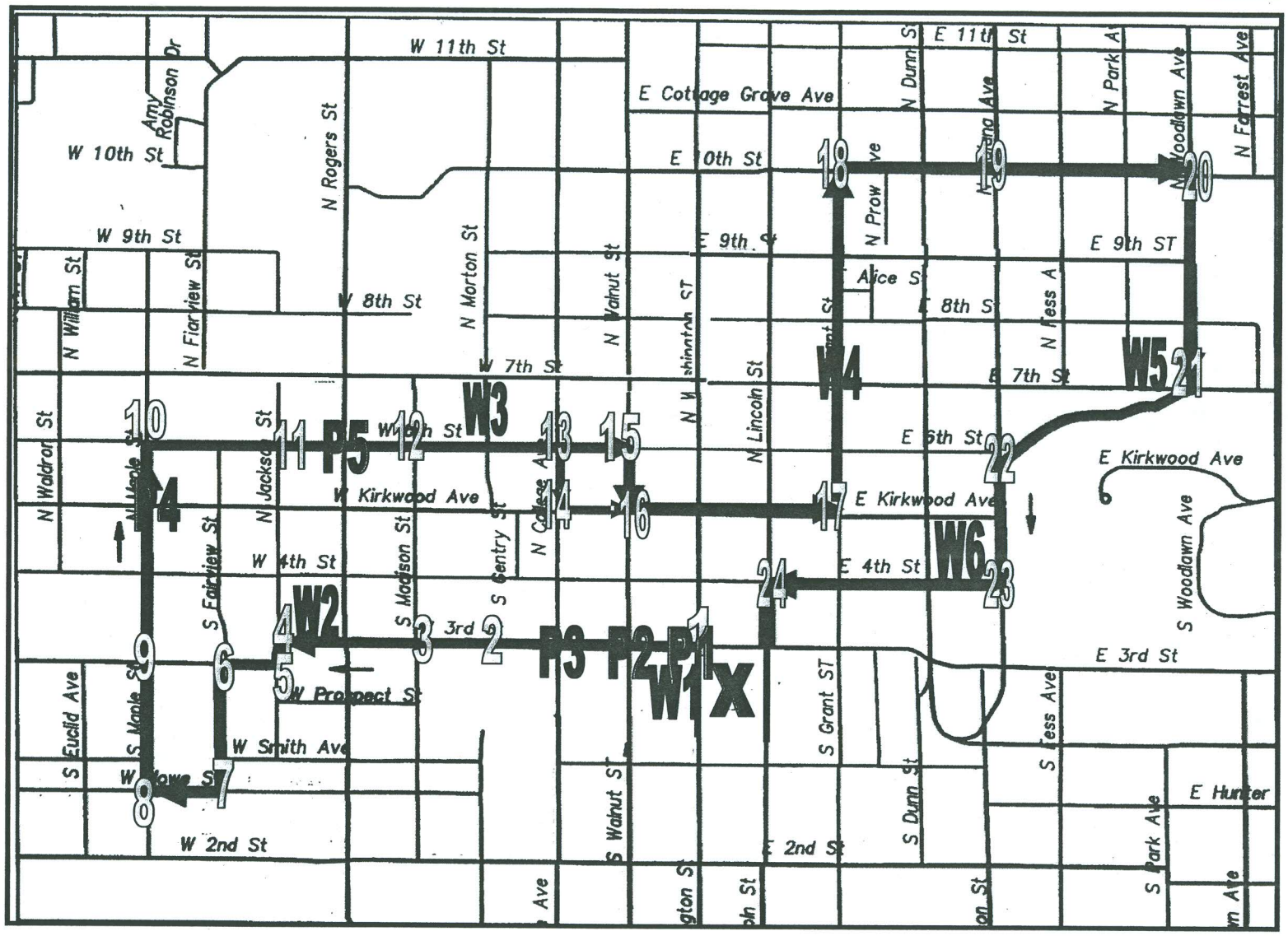
The permit is denied _____

For the following reasons:

_____

_____

Homeward Bound Walk Route - Locations



Sign #s & Locations

1	L	3rd & Washington
2	SA	3rd & Morton
3	SA	3rd & Madison
4	L	3rd & Jackson (1)
5	R	3rd & Jackson (2)
6	L	3rd & Fairview
7	R	Fairview & Howe
8	R	Howe & Maple
9	SA	Maple & 3rd
10	R	6th & Maple
11	SA	6th & Jackson
12	SA	6th & Madison
13	Both	(either 6th & College Walnut)
14	L	College & Kirkwood
15	R	6th & Walnut
16	SA	Walnut & Kirkwood
17	L	Kirkwood & Grant
18	R	10th & Grant
19	SA	10th & Indiana
20	R	10th & Woodlawn
21	SA	7th & Woodlawn
22	L	Dunn Meadow
23	R	4th & Indiana
24	L	4th & Lincoln

Police Locations

P1 = 3rd & Washington

P2 = 3rd & Walnut

P3 = 3rd & College

P4 = Maple & Kirkwood

P5 = 6th & Rogers

Water Stop Locations

W1= 3rd & Washington (in the park)

W2= 3rd & N. Jackson (Bauer & Densford Law Office)

W3 = 6th & Morton (Bloomingfoods)

W4 = 7th & Grant (Grant St. Inn)

W5 = 7th & Woodlawn (Hutton Honors College) ReMarx

W6 = 4th & Indiana

Board of Public Works
Staff Report

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

Petitioner/Representative: Bloomingfoods

Staff Representative: Miah Michaelsen

Event Date: Friday, May 16th

Meeting Date: March 11, 2014

The City of Bloomington celebrates National Bike Month during the month of May with a series of events by the Parks and Recreation and the Planning Departments. National Bike Month includes a National Bike to Work Day event that provides incentives to participants for biking to work. For the past three years Bloomingfoods has hosted an evening celebration at their Near West Side location for National Bike to Work Day. They are requesting use of the half-block on Madison Street immediately west of their store (identical event footprint of the Tuesday Farmers' Market) from 3:00 p.m. – 10:00 p.m. on Friday, May 16th (event hours are 5:30 p.m. to 9 p.m.)

A noise permit is also being requested for live music and announcements.

Bloomington likes bikes. Staff supports the request.

Recommend X Approval ☐ Denial by Miah Michaelsen

RESOLUTION 2014-15
NATIONAL BIKE TO WORK DAY BLOCK PARTY

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

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

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

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

WHEREAS, Bloomingfoods has requested that the Board close certain streets in downtown Bloomington to traffic and parking from 3:00 p.m. to 10:00 p.m. on Friday, the 16th day of May, 2014, so that Bloomingfoods can have control over the streets for the purposes of providing a block party celebration of high quality that is beneficial to the community; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that N. Madison Street from W. 6th Street to the East-West alley south of W. 7th Street will be temporarily closed to traffic and parking from 3:00 p.m. to 10 p.m. on Friday, the 16th day of May, 2014.

2. That the street closure outlined above is for the purposes of allowing Bloomingfoods to provide an National Bike to Work Day Block Party of high quality that is beneficial to the community on Friday, May 16, 2014.

3. That artists and vendors who have not received explicit authorization from Bloomingfoods to participate in the National Bike to Work Day Block Party will not be permitted to utilize the closed off portions of the streets outlined above for the purposes of performing, displaying, producing or selling items or goods.

4. That Bloomingfoods 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 and shall be affixed as

instructed by City Staff.

5. That Bloomingfoods shall be responsible for placement and removal of barricades. Bloomingfoods is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. Bloomingfoods agrees to obtain at its own expense and place barricades to close the street, not before 3:00 p.m. on Friday, May 16th, 2014 and to remove barricades by 10:00 p.m. on Friday, May 16, 2014.

6. That Bloomingfoods will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 10 p.m. on Friday, May 16th, 2014.

7. 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 sound and music may be played during the hours of the event.

8. Bloomingfoods 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).

9. 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.

10. 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 _____, 2014.

BOARD OF PUBLIC WORKS

_____
Charlotte Zietlow

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

All terms and conditions in this Resolution 2014-15 are acceptable and agreed to this _____ day of _____, 2014.

Bloomingfoods

_____
Signature

_____
Printed Name & Position

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, BLOOMINGFOODS, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically N. Madison Street from W. 6th Street to the East-West alley south of W. 7th Street and said facilities or public property is owned and is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the National Bike to Work Day Block Party, on RELEASEE'S property with set up beginning at 3:00 p.m. on Friday, May 16, 2014, and with tear down and clean up ending by 10:00 p.m., and

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

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**
_____	_____
Bloomingfoods	Board of Public Works Officer
_____	_____

By: smithc
5 Apr 13

100 0 100 200 300

N

City of Bloomington
Public Works

Scale: 1" = 100'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: Magnificent 7 Road Race Series

Petitioner/Representative: Jo Throckmorton

Staff Representative: Miah

Meeting Date: March 11, 2014

The Magnificent 7 Road Race Series is sponsoring a 7K run on Saturday, April 5, 2014, which will start at 10:00 a.m. and should be completed within two hours. The route includes E. Miller Drive, S. Henderson Street, E. North Drive, E. South Drive, S. Winslow Court, Burberry Lane, E. Graham Drive, E. Hickory Stick Drive, Moss Creek Circle, E. Moss Creek Drive, S. Highland Avenue, S. Olive Street, S. Maxwell Street, and S. Walnut Street This is a fund raiser for the Magnificent 7 Race Series.

The Magnificent 7 Race Series is an all-volunteer organization which supports other races throughout the region by providing guidance and infrastructure support. We also promote and market the races – free of charge – to assist them in meeting their overall fund-raising goals while also working to encourage participation in physical activity.

BPD has issued a Parade Permit pending Board of Public Works approval.

Staff recommends approval.

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

RESOLUTION 2014-16
THE MAGNIFICENT 7 ROAD RACE SERIES

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

WHEREAS, Magnificent 7 Road Race Series promotes participation in road races in south-central Indiana and is an all volunteer organization that is dedicated to marketing and promoting area races and provides consultation, advisement, management and best practice support to race organizers; and

WHEREAS, The Magnificent 7 Road Race Series has requested use of all or a portion of the following City streets to conduct a 7K Run: E. Miller Drive, S. Henderson Street, E. North Drive, E. South Drive, S. Winslow Court, Burberry Lane, E. Graham Drive, E. Hickory Stick Drive, Moss Creek Circle, E. Moss Creek Drive, S. Highland Avenue, S. Maxwell Street, E. Olive Street; and

WHEREAS, Magnificent 7 Road Race Series has agreed to provide any 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, Magnificent 7 Road Race Series 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.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized to conduct a 7K Run between the hours of 9:00 a.m. and 1:00 p.m. on Saturday, April 5, 2014: E. Miller Drive, S. Henderson Street, E. North Drive, E. South Drive, S. Winslow Court, Burberry Lane, E. Graham Drive, E. Hickory Stick Drive, Moss Creek Circle, E. Moss Creek Drive, S. Highland Avenue, S. Maxwell Street, E. Olive Street.

2. That the street closures outlined above are for the purposes of allowing the Magnificent 7 Road Race Series to provide a fitness event of high quality that is mutually beneficial to participants and the community on Saturday, April 5, 2014.

3. That the Magnificent 7 Road Race Series shall be responsible for placement and removal of barricades. Magnificent 7 Road Race Series is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. Magnificent 7 Road Race Series agrees to obtain at its own expense and place barricades to close the street, not before 9:00 a.m. and to remove barricades by 1:00 p.m. on Saturday, April 5, 2014.

4. That Magnificent 7 Road Race Series will be responsible for removing all trash, picking up litter from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 1:00 p.m. on Saturday, April 5, 2014.

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 sound and music may be played during the hours of the event.

6. That Magnificent 7 Road Race Series 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).

7. 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.

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_____, 2014.

BOARD OF PUBLIC WORKS:	**MAGNIFICENT 7 ROAD RACE SERIES**
_____	_____
Charlotte Zietlow, President	Signature
_____	_____
James McNamara	Printed Name
_____	_____
Dr. Frank N. Hrisomalos	Position

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, the Magnificent 7 Road Race Series, (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 sections of E. Miller Drive, S. Henderson Street, E. North Drive, E. South Drive, S. Winslow Court, Burberry Lane, E. Graham Drive, E. Hickory Stick Drive, Moss Creek Circle, E. Moss Creek Drive, S. Highland Avenue, S. Maxwell Street, E. Olive Street which are operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Magnificent 7 Road Race Series, on RELEASEE's property from 9:00 a.m. – 1:00 p.m. on Saturday, April 5, 2014; 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**
_____	_____
Magnificent 7 Road Race Series	Board of Public Works Officer
_____	
Printed name, Title	
_____	_____
Date	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:
Smith's Shoe Center, 1917 S. Walnut, Bloomington, IN

Contact person and phone number:
Jo Throckmorton, 272-4789, jo@blueacemedia.com

Information regarding proposed parade:
Date: Saturday, April 5, 2014
Time of commencement: 10:00 a.m.
Expected duration: On the Roadway for one hour and 20 minutes only

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

- Start at 1917 S. Walnut Street (in the parking lot of the Smith's Shoe Center), Exit onto Miller Drive. Turn EAST to Henderson. Turn SOUTH to North Drive. Turn WEST to access road along the front of Bloomington High School South (facing Walnut) to South Drive. Turn SOUTH on Henderson to Graham Drive. SOUTH on Winslow Court to Winslow – then EAST along the sidepath to Burberry Lane and NORTH to Graham Drive. EAST to Hickory Stick Drive to Winslow Farm Drive. SOUTH to Moss Creek Drive EAST to Highland Avenue. NORTH on Highland Avenue to Miller Drive. EAST to Maxwell and then turn NORTH to Thornton Drive. WEST to Olive Street and then NORTH to continue following Thornton Drive to Huntington Drive. SOUTH to Miller Drive and then WEST to 1917 S. Walnut Street (parking lot of Smith's Shoe Center). A map is included below. Participants would be running AGAINST traffic for the entire course EXCEPT for the starting portion from Miller Drive, along Henderson to North Drive. From that point to the finish they are running against traffic.

Expected number of participants: approximately 200

Please describe general make-up of the parade:
This is a 7K race. As many as 200 runners may participate. The event will end exactly one-hour and 20 minutes after the start of the race. All runners on the course after this time will be instructed to use available sidewalks and to follow all traffic rules.

Traffic control shall be supplied by:
We will be working with the Sheriff Department to coordinate either law enforcement or off-duty officers/private security to monitor all runners

Law Enforcement Agency providing traffic control: Monroe Co. Sheriff, Private Security.

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

_____ (date).

Signature of Race Manager: Jo Throckmorton, March 5, 2014

Permit Granted_____ **Permit Denied**_____

_____ _____
Chief of Police, Bloomington, Indiana Date

Action taken by Police Department:

The permit is granted_____, with the following conditions:

_____

_____

_____

The permit is denied _____
For the following reasons:

_____

_____

Mag 7K Race @ Smith's Shoe Center
Police & Volunteer Placements
Sign Placement

Police:

1) Miller & Henderson
2) South & Henderson
3) Highland & Thornton
4) Miller & Huntington

Volunteers:

Overall Need: 9

1) Graham/Winslow Ct.
2) Winslow/Winslow Ct.
3) Graham/Burberry Ln.
4) Hickory Stick/Winslow Farm Dr.
5 & 6) Highland/Winslow Farm Dr. (WATER)
7) Highland/Miller
8) Thornton/Maxwell
9) Thornton/Olive

Board of Public Works
Staff Report

Project/Event: Tails on the Trail 5K

Petitioner/Representative: Pets Alive Nonprofit Spay/Neuter Clinic

Staff Representative: Miah

Meeting Date: March 11, 2014

Event Date: Saturday, March 29, 2014

Pets Alive Nonprofit Spay/Neuter Clinic is hosting Tails on the Trail 5K on Saturday, March 29 from 7:30 a.m. – 1:30 p.m. along the B-Line Trail. As part of the event, they are requesting a Noise Permit during those hours for recorded music and race announcements. The event is a fundraiser for Pets Alive.

Pets Alive has received permission from the Parks Department to utilize the B-Line for this event.

Staff recommends approval of the request.

Recommend ☑ **Approval** ☐ **Denial by** Miah Michaelsen

NOISE PERMIT

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

CITY OF BLOOMINGTON

Application and Permit Information

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

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

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

Event and Noise Information

Type or Name of Event:	Tails on the the Trail 5K					
Location of Event:	B-Line					
Date of Event:	3/29/2014	Time of Event:	Start:	7am	End:	1:30pm
Description of Noise:	playlist amplified via speakers and microphone for race announcements					
Source of Noise:	☐ Live Band	☐ Instrument	■ Loudspeaker	Other:		
Will Noise be Amplified?	■ Yes	☐ No				

Applicant Information

Name:	Charlotte Walker		
Organization:	Pets Alive Nonprofit Spay/Neuter Clinic	Title:	Development & Communications Director
Physical Address:	2444 S Walnut St, Bloomington IN 47401		
Email Address:	charlotte@petsaliveindiana.org	Phone Number:	812-349-1349 x103
Signature:	Charlotte Walker	Date:	2/4/2014

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
Charlotte T. Zietlow, President	James McNamara
Date	Dr. Frank N. Hrisomalos

Board of Public Works
Staff Report

Project/Event: Noise Permit – Carter-Wendt Wedding

Petitioner/Representative: Judith Wendt

Staff Representative: Miah

Meeting Date: March 11, 2014

Event Date: Saturday, April 12, 2014

James Carter and Judith Wendt are hosting a wedding at the Waterfall Shelter in Cascades Park from 8 a.m. – 11:00 p.m. on Saturday, April 12, 2014. As part of the event, they are requesting a Noise Permit during those hours for amplified live music.

Staff recommends approval of the request.

Recommend ☑ **Approval** ☐ **Denial by** Miah Michaelsen

NOISE PERMIT

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

CITY OF BLOOMINGTON

Application and Permit Information

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

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

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

Event and Noise Information

Type or Name of Event:	Wedding / Carter					
Location of Event:	Waterfall shelter, Cascade Park					
Date of Event:	April 12 2014	Time of Event:	Start:	8am	End:	11pm
Description of Noise:	Music					
Source of Noise:	☐ Live Band	☒ Instrument	☒ Loudspeaker	Other:		
Will Noise be Amplified?	☒ Yes	☐ No				

Applicant Information

Name:	Judith Wendt / James Carter		
Organization:		Title:	
Physical Address:	4236 W Heatherwood Ln	Bloomington IN	
Email Address:		Phone Number:	931-231-9995
Signature:	Judith Wendt	Date:	3-3-14

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
Charlotte T. Zietlow, President	James McNamara
Date	Dr. Frank N. Hrisomalos