

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

A Regular Meeting of the Board of Public Work to be Held Tuesday, August 13, 2013 at 5:30 p.m., in the City Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

- I. **MESSAGES FROM BOARD MEMBERS**
- II. **APPROVAL OF MINUTES** – July 30, 2013
- III. **PETITIONS & REMONSTRANCES**
- IV. **TITLE VI ENFORCEMENT**
- V. **HEARINGS FOR NOISE APPEAL**
- VI. **OLD BUSINESS**
- VII. **NEW BUSINESS**
 1. Resolution 2013-70: Establish Policy for the Use of Metered Parking Spaces for Special Events
 2. Resolution 2013-71: Use of Public Streets for the Bloomingfoods Breakaway 5K Run (Saturday, 9/7)
 3. Resolution 2013-72: Use of Public Sidewalks for Boys and Girls Club Parade on the B-Line (Friday, 9/6)
 4. Resolution 2013-73: Use of Public Streets and Sidewalks for Breast Cancer Awareness Walk (Saturday, 10/19)
 5. Resolution 2013-74: Use of Public Streets for the Hoosier Half Marathon and 5K Run (Saturday, 4/5/14)
 6. Resolution 2013-75: Use of Public Streets for IU Homecoming Parade (Friday, 11/1)
 7. Resolution 2013-76: Use of Public Streets for Lotus Festival (Wednesday, 9/25-Sunday, 9/29)
 8. Resolution 2013-77: Use of Public Streets and Sidewalks for Out of the Darkness Suicide Prevention Walk (Saturday, 10/26)
 9. Resolution 2013-78: Use of Public Street for First Friday Art Event (Friday, 9/6)
 10. Resolution 2013-79: Use of Public Streets and Sidewalks for 5K and Walk for Life (Saturday, 9/14)
 11. Resolution 2013-80: Use of Public Street for the Northwood Estates Block Party (Saturday, 9/7)
 12. Request for Noise Permit for the Final Park on Morton Concert Series (Saturday, 8/24)

- 13. Request for Noise Permit for Glo-in-the-Dark Pool Party (Saturday, 8/17)**
- 14. Request for Noise Permit for High Rock Church Anniversary Party (Sunday, 9/15)**
- 15. Request for Noise Permit for Zumba in the Park (Saturday, 8/17)**
- 16. Request for Noise Permit for the Gathering : Handmade Pop-up Shop**
- 17. Approval of Addendum to the Rockport Phase II Road Design Services Contract**

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. ADJOURNMENT

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

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

Present: Charlotte Zietlow
James McNamara

ROLL CALL

City Staff: Susie Johnson – Public Works
Adrian Reid - Engineering
Justin Wykoff – Engineering
Mike Arnold - HAND
Jackie Moore – City Legal
Maria McCormick – HAND
Doris Sims – Public Works
Miah Michaelson - ESD
Laurel Archer – Public Works

Zietlow stated there was an agenda item under Old Business which the Board will remain on the table and not be heard by the Board.

**MESSAGES FROM
BOARD MEMBERS**

McNamara moved to approve the minutes from July 16, 2013. Zietlow seconded the motion. The minutes were approved as submitted.

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

Mike Arnold stated he was presenting the following Title VI Violations for another officer that could not attend.

Arnold stated the 3511 South Westminster Way has been cited for tall grass over 8 inches on June 14, July 3, July 10, and July 17th. As of this morning the grass has still not been mowed. Staff asked for permission to abate.

**TITLE VI
ENFORCEMENT
3511 South Westminster**

McNamara made a motion to authorize staff be allowed to abate the Title VI violation at 3511 South Westminster Way. Zietlow seconded the motion. The motion passed. 3511 South Westminster Way approved for abatement.

Arnold explained 1316 East Allendale Drive was cited for grass over 8 inches on June 19, July 3rd, July 10, and July 17th. As of this morning the grass still has not been mowed. Staff asked for permission to abate.

1316 East Allendale Drive

McNamara made a motion that staff be authorized to abate Title VI

violation at 1316 East Allendale Drive. Zietlow seconded the motion.

None

Will remained tabled.

Miah stated the Upland Brewing Company is sponsoring the Hillbilly Haiku Americana Music Concert on their property, Friday, August 30th. This event has gone on for several years and is a fund raiser for the Sycamore Land Trust. Upland Brewery requests the Noise Permit be from 6 - 10:30 p.m. Staff supports the event and recommended the Board approve the Permit to extend until 10:30 p.m. Miah added it is a great event for a great cause. Staff did check for complaints about the noise from the event in the past and found no record of any.

Zietlow stated they are going to be very close to the new monstrous buildings sprouting up there. Miah stated that is correct, and complex management intends to have concerts there in their plaza area, though no applications for noise permits have been received to date.

McNamara made a motion to approve the Noise Permit request for Hillbilly Haiku Americana Music Concert on Friday, August 30th. Zietlow seconded the motion. The motion passed. Noise Permit approved.

Jason Carnes explained Moises E. Cordon III is the operator of Gimme Sum Moe, and has applied for an Itinerant Merchant License. Before he can receive that license to operate in the right of way they need permission from the Board to do so. Economic Development has received the application and reviewed the application. ESD staff finds that it meets all the rules and regulations. This business will operate from a food cart and sell chips, beverages, tamales, hot dogs, pull pork, tacos, and more. The application is for six (6) months. Staff did support the request. Insurance information was received today so he is ready for the Board's vote.

Moises E. Cordon introduced himself. He will be selling food from a vendor cart. Mr. Cordon stated he will be selling different kinds of

HEARINGS FOR NOISE APPEALS

OLD BUSINESS

NEW BUSINESS

Request for Noise Permit for Hillbilly Haiku Americana Music Concert (Friday, 8/30)

Resolution 2013-69: Allow Itinerant Merchant to Operate in the Public Right of Way (Gimmie Sum Moe)

tamales. He explained he is from northwest Indiana right outside Chicago and he has made his own food since he was 12 because his parents worked in the mill and the fire department. Mr. Cordon moved to Bloomington about 5 years ago and feels there is a real opportunity with the students. He will also have Italian pulled pork and Italian sausages.

Zietlow asked if he would prepare the food himself in the cart. Mr. Cordon stated everything will be prepared at a commissary, Sugar Daddies, on the south side of town.

McNamara asked if he would be out late at night on Kirkwood and Walnut. Mr. Cordon felt that would be who he would try to reach. He stated because he has two kids, and his wife works days, it would be good to be out at night. He also hopes to be at events such as fairs and festivals. Mr. Cordon stated he learned to make his tamales from a little old lady from Mexico.

McNamara moved to approve Resolution 2013-69 to allow Itinerant Merchant to operate in the public right of way, Gimmie Sum Moe. Zietlow seconded the motion. Resolution 2013-69 approved.

Reid explained the next federally aided project the City will be building is 17th & Arlington roundabout. Public Works is on schedule for a January letting of this project. Right of way acquisition is almost complete. The next step, once receiving right of way certification, will be utility relocation. Because City of Bloomington Utilities is a municipally owned utility, relocation cost qualify for 80/20 federal funding through the Bloomington/Monroe County MPO. This Memo Of Understanding (MOU) the Board of Public Works would be entering into with City of Bloomington Utilities (CBU) Service Board is for their share that has been cost estimated for the relocation work. Also included is the INDOT paperwork that demonstrates the City does have that agreement. INDOT will then approve those funds. Reid concluded by saying this project should begin construction in the spring.

**Approve Agreement for
17th & Arlington Utility
Relocation Project**

Zietlow asked if the relocation work would start in the spring. Reid stated the relocation work would begin as soon as possible after right of way is cleared.

McNamara made a motion to approve the Memorandum of Understanding between the City of Bloomington Utilities and the City of Bloomington Department of Public Works for payment of costs for relocation of utilities required for the 17th and Arlington Road roundabout project. Zietlow seconded the motion. The motion

carried. MOU with CBU approved.

Wykoff explained the pavement markings project was put out for bid. There were two bids received. The bid results were:

Pavement marking contract.

	LFT	ISB	ITS
4" white line	280,000	\$23,800.00	\$22,400.00
4" Double Yellow	295,000	\$50,150.00	\$45,725.00
4" Skip White Line	18,000	\$1,530.00	\$1,800.00
4" Solid Yellow	25,000	\$2,125.00	\$2,000.00
4" Skip Yellow Line	4,000	\$340.00	\$400.00
6" Solid White Bike Lane	70,000	\$7,280.00	\$8,400.00
Total		\$85,225.00	\$80,725.00

*ISB is Indiana Sign and Barricade

*ITS is Indiana Traffic Services

Wykoff explained these are all the typical street markings. The recommendation was to award the contract to Indiana Traffic Services in the amount of \$80,725. ITS performed work for the City last year and it went very well. They are also doing Monroe County's stripes this year.

Zietlow asked what percentage of the streets would be getting new markings. Wykoff stated this is the remarking of existing markings.

McNamara made a motion to award the bid for 2013 Pavement Marking Contract to Indiana Traffic Services in the amount of \$80,725. Zietlow seconded the motion. The motion passed. Pavement marking contract awarded to Indiana Traffic Services.

Zietlow asked about the paint they would be using. Wykoff stated it is typical marking paint that will last one to two years, when new streets are paved epoxy will be used and that lasts three to five years. All this is planned out with the paving schedule.

Johnson stated this is a request for an addendum to the existing contract with T2 Software, which is the software company that supports the Parking Enforcement Division. The software allows the City to track all the ticket writing, online payments, and everything related to the parking enforcement division. The City needs to upgrade our subscription service to a new e-business platform which will continue to provide support as it relates to the electronic on-line payment. The addendum will also allow the City to acquire new hand held technology for parking enforcement officers that will be real time. They will have a wireless connection so they can communicate directly with T2 to allow for a mobile application for meter payment. This will allow for someone who would like to pay

Approve Addendum to Software Subscription Agreement between City of Bloomington and T2 Systems

for a meter using a smart phone to do that, and the new hand held will receive that communication from the mobile phone companies so the office will know the meter has been paid through the mobile app. This technology will also allow the officers to write escalating tickets based on the number of tickets that a person has received. The hand held will communicate with the back end office. When a license plate is entered the hand held will show if that plate has been issued a ticket previously and allow the ticket to escalate. Johnson recommended approval of the addendum. The e-business upgrade is \$19,350.00 and the hand helds and accompanying networking required the cost is \$63,474.

Zietlow stated in order for an individual to use the smart phone pay option they must download an application. Johnson stated yes, that is correct.

Zietlow asked when this would all happen. Johnson stated staff is currently negotiating with a mobile application company and hope to have that contract brought to the Board at the next meeting. Once the Board has approved that contract then it should be up and running in about four weeks.

Johnson added this addendum needs to happen regardless of the mobile application. The e-business software currently used is no longer supported. The City needs to move to the new version. Also, staff needs to have the new handhelds so staff can write tickets with escalating prices as approved by the City Council. The first parking ticket a person gets within a year is \$20, a second ticket issued within a 365 day cycle from the first ticket would escalate to \$40. Without this wireless technology in the hand held the parking enforcement officer would not have that capability to know whether the ticket should escalate on a particular license plate. Johnson explained when the first ticket is written that starts the 365 day cycle. If another ticket is received within that 365 day period the ticket would escalate, but if you were given another ticket on the 366th day, that ticket would be only \$20.

McNamara thought the wireless technology communicating with the back office is great.

Johnson stated, from a customer service standpoint, currently if someone gets a ticket and they want to pay the same day they receive it, the technology is not in place for the customer service representatives to see that the ticket has been issued. It is not until that night when the handhelds are cradled that the information from that day is downloaded. The new technology will allow customer

service to handle tickets the same day.

McNamara moved approval of the Addendum to the Software Subscription between City of Bloomington and T2 Systems. Zietlow seconded the motion. The motion passed. Addendum approved.

Patty Mulvihill with City Legal introduced herself. Mulvihill stated the petitioner, Mr. Gul, is present with his legal representative, Mr. Tafford. Mulvihill stated she believed there was confusion over how the notice is to be appealed, which she believes comes from which ordinance is being read. At the end of 2012 the City Council enacted a new ordinance regulating the height of grass and weeds in the City of Bloomington. The new ordinance makes it clear that the appeal has to be filed to the Board of Public Works in writing within seven (7) days. The Notice of Violation issued to Mr. Gul states exactly what is in the ordinance. The appropriate method for filing the appeal was met by Mr. Gul and his representative. It is appropriate for the Board to hear Mr. Gul's appeal. Mulvihill added she believes, after talking with the City Clerk, that the codifier who updates City code has not updated multiple ordinances as far back as September and October. The ordinances that have been passed by the City Council are the ordinances in affect, although the codifier link on the website has not been updated.

**Action regarding Notice
of Violation Appeal for
Allowing Property to
Become Overgrown with
Grass at 2611 E
Roundhill Lane**

Patty Mulvihill went on to explain Mr. Gul feels the City's Ordinance itself was unconstitutional because the City did not define weeds. Generally speaking, under the law, and ordinance or statute is vague if people of ordinary sensibility cannot understand what words mean. Numerous courts throughout the United States have determined that words such as "grass" and/or "weed" are common and ordinary enough that most reasonable people understand what is meant. The City would point to the fact that the vast majority of property owners in the City of Bloomington have no problem understanding what the City means when it says grass can be no higher than 8 inches. Mulvihill stated the Board was given a link in the staff report to cases that support that position. The City also does not believe Mr. Gul's assertion that the City's ordinance violates his right to freedom of speech under the 1st Amendment or the Indiana Constitution is valid. Mulvihill explained, generally, under 1st Amendment Law, conduct itself can be considered speech, but in order to be protected the conduct has to be done in a way to convey a particular message, and there has to be a likelihood the message will be understood by those who view it. The courts have said if a sign needs to be erected or actual speech to describe the conduct then the conduct itself is not protected, because it is not clear to the average person what is intended to be conveyed. The City would argue that it is unclear

what message Mr. Gul is trying to convey by not keeping his grass at a height below 8 inches. Mulvihill also noted that at least one appellate court, the Criminal Court of Appeals for the State of Alabama specifically rules on the issue to first amendment protection for weed and grass ordinances and they found that there was no first amendment right to not keep one's lawn at a set height set established by a local ordinance. Mulvihill stated because the City does not define the word "rank vegetation" which is in Indiana Code 36-7-10.1-3. This statute applies only if the City used the word "rank vegetation." If the City should decide to regulate rank vegetation, that statute would require the City to define it. The City does not regulate rank vegetation. The ordinance regulates weeds, which is defined in accordance with the same State Statute and grass, which the City is under no legal obligation to the State to define. Mulvihill stated the City believes the evidence was pretty clear. Mr. Gul owns this property inside the City limits and he has grass on that property that exceeds the height of 8 inches. The Notice of Violation was properly issued and should be upheld.

Alex Tafford, attorney representing Mr. Gul, introduced himself. Mr. Gul is the owner of the property at 2611 East Roundhill Lane that is the subject of this violation. There was some confusion about a letter Mr. Gul received from this Board or a staff member stating specifically that Mr. Gul could only appeal an abatement, but the fine was not appealable by this Board. Mulvihill stated she knew nothing about the letter, so could not speak to it, but if it were sent it was sent in error. Mulvihill stated this Board has a right to determine the underlying issues that Mr. Gul is appealing. In conclusion, Mr. Gul's appeal can be heard.

Mr. Tafford stated he has summarized his arguments. Mr. Tafford acknowledged some of the arguments made within his document are really matters for a court, determination of constitutionality, etc. However, courts require, all such arguments first be presented at the least expensive, most immediate, administrative appeal possible because issues can be worked out or accommodations can be made without the courts. Mr. Tafford stated he is asking, on his clients's behalf, that the Notice of Violation (NOV) be dismissed for several reasons. Mr. Tafford's first stated the NOV is unfair. Mr. Tafford referenced an article in the Herald Times stating that the City was going to stop mowing some of the grass in City parks to save money and wear & tear on the environment. It is unfair that the City decides not to mow its own grass, despite neighbor complaints, but decides to issue NOV's to its citizens who do the same thing.

Mr. Tafford's second argument is that contrary to what Ms. Mulvihill

said, the Ordinance is not enforceable because the term "grass" is not something that is commonly known and commonly understood by members of the public. It is not because there is an Ordinance that 90 percent of the people cut their grass in Bloomington, it is because we have always cut our grass and we want our houses to look nice, not because the public is reacting to an Ordinance. City Hall has what many people would call ornamental grass that is about 3 feet high throughout the City. Mr. Tafford does not believe the City's Ordinance was intended, and does not prohibit, so called "ornamental grass." It is incumbent on the Ordinance to draw that distinction, and it does not do so; and therefore, the Ordinance is vague. It may be that someone with common sense understood the word "grass" a decade ago, but it is not anymore, because of the proliferation of the use of grass in various types of landscapes and gardening.

Mr. Tafford's explained the 3rd argument made, mostly to preserve the record should this go to court, is that this dispute over Mr. Gul's property has been going on for more than ten years, and there have been articles in the paper about Mr. Gul's reasons and his message for keeping his yard natural. Mr. Gul allows his yard to grow wild and natural as a matter of personal conscience under the Indiana Constitution, and is a symbolic statement about the environmental harm of traditional suburban lawn maintenance. Mr. Gul's view are well know to City officials and well known to people in the community. Mr. Tafford stated, even if it were decided, which he believed was not the case, that the message in symbolic conduct must be understood, apart from any verbal message. That is, Ms. Mulvihill represented some of the cases about symbolic speech, which say, if you can't tell just by looking what the message is, then is not entitled to full first amendment protection. Mr. Tafford stated even if it were the case, it is not the case under the Indiana Constitution's Right of Conscience. The Right of Conscience is different than the right of free speech, and in Mr. Gul's case, it is a matter of personal conscience, and of tremendously deeply held beliefs about the environment. Therefore, in Mr. Gul's particular case it is unfair, inappropriate, and unconstitutional to issue him an NOV, and asked that it be dismissed. Mr. Tafford stated that the ordinance itself it in fact, not in compliance with Indiana State Law, Indiana Code Section 36-7-10.1-3. That section authorizes a municipality to enact an ordinance requiring property owners to cut and remove rank vegetation, but only if the terms are defined. No where in it does it say one can circumvent state law by using the words other than rank vegetation; grass is certainly vegetation. The definition of rank is growing in abundance or overgrowing. The State authorization for the City to enact an overgrown grass ordinance is this provision, an ordinance that says overgrowth, which

is the definition of "rank", grass, which is a type of vegetation, in the appellant's view, does indeed fall within the Statute and therefore require, as a statutory matter, as well as sort of the common sense, due process notice, require that there be an adequate definition of what kinds of grasses are allowed to grow over 8 inches, and what kinds cannot. Mr. Tafford stated the City came up with an ordinance defining weeds, and weeds is a much more complicated concept, as there are hundreds and hundred of plants that can be classified as weeds; grasses, there are not that many. It seemed to Mr. Tafford that the City could easily come up with an ordinance that met the State statute, the one the City has in the books does not do so.

Zietlow asked if Mr. Gul is contending that this is something that he values deeply. Mr. Tafford stated yes, and he has been fighting \$50 fines for ten (10) years.

Mr. Gul stated what he calls his "meadow" was inspired by a program on WFIU, by Christian Freitag, about naturalized lawns, which is what changed his life. For a long time he was amazed by how much damage is being done by trying to grow, using pesticides and other chemicals, and herbicides that are poisoning waterways, and then after it grows well, we cut it down, polluting the environment, never mind, what source of energy is used, whether gas or electric. He says coal to produce energy effects, especially people living in close proximity, with a number of diseases. All these statistics are available and Mr. Gul stated he has submitted this information to the City since the time of Kevin Robling. Mr. Gul added the whole tradition of having widely spread lawns of present day is misunderstood from the lawns of the past when English people would have some grass around their places, so sheep could have foilage to eat, and it was done in a natural way. Then the rich people came up, had no sheep, and kept it nice and neat to play golf, or whatever it is. It was then blindly accepted and has led to all these ordinances of municipalities. And now farmers have to use chemicals to grow something, it is unavoidable for now. Now we use organic when we can, that's food, that is a necessity, but there is no justification to continue that awful treatment of the land, poisoning waterways, poisoning our children and ourselves with the consequences that mind mogling 21st century mentality to support those kind of ordinances.

Zietlow asked if Mr. Gul was saying that all the people that live in this town that cut their lawns are doing something irresponsible, but he is the social responsible person. Zietlow wondered if there is not something in the social conscience that expects a norm of behavior that is generally acceptable. Mr. Gul stated if one was to use Ms.

Zietlow's logic, that majority is always right, then during medieval times these Salem witches killed, because the majority 90 percent of the time was thinking that there were witches was ok. Zietlow felt Mr. Gul was not understanding.

Mr. Tafford stated Mr. Gul, by and large, in his life is a perfectly mainstream member of society, but the social contract that Ms. Zietlow referred to includes one of the most cherished freedoms which is the right to protest, to be different, to try to raise issues. Ms. Zietlow stated she understood that and did not oppose people being out of step.

John Kennedy who is a Spicewood resident introduced himself. He stated he and Sandy Sabbagh are attempting to revitalize the Spicewood Neighborhood Association. He is here, not necessarily as a representative. Mr. Kennedy stated he could not talk about the legal issues, but talked about a couple of other things that were said. Mr. Kennedy stated when he hears the word "unfair" with regard to Mr. Gul, what is fair to the rest of the residents of the neighborhood. The neighbors see these overgrown weeds, abandoned cars that have been sitting in his driveway, it is an eyesore for the rest of the people that live in the neighborhood. In that case, it becomes unfair to many more people than it is to Mr. Gul. Mr. Kennedy stated as far as the City choosing to not cut grass, he is sure that makes sense in certain places, and not in others, but in a neighborhood it does not make sense. Mr. Kennedy stated he has a lawn that has, at best, 10 percent grass and 90 percent weeds and his lawn is about two inches high, maybe less. Mr. Kennedy cuts his lawn with a real mower and keeps his weeds under control and does no more damage to the environment than Mr. Gul and still keeps his neighbors happy, and the neighborhood looking fine. Mr. Kennedy stated it is not the case that by letting weeds and grass grow that the environment is being protected. One can protect the environment just as easily and comfortably for the neighbors with a little bit of effort. Mr. Kennedy concluded by stating Mr. Gul seems unwilling to make that effort to live comfortably and friendly with the people around him. Mr. Kennedy did not believe this was an attempt of Mr. Gul to make a statement, but an attempt of him to make things worse for his neighbors.

Sandy Sabbagh introduced herself. She is resident of Spicewood and has been a resident of Spicewood for 35 years. Ms. Sabbagh stated that when a person changes the typography of a parcel within a subdivision, when landscaping is changed, that is fine, as long as it does not negatively affect your neighbor. If someone puts in a creek or a water feature and it dribbles over to the neighbor's lot, that is not

acceptable, and is an argument she put forward. When a person does something because of their own philosophy, one should look around and see if it is in keeping with the majority, and the majority of the people that have an understanding about what is appropriate. Ms. Sabbagh stated it is obvious Mr. Gul is in opposition to a great number of people. There is norm of behavior that Ms. Sabbagh believes the City has to respect, and the norm of behavior in this case is to keep the grass down. She stated Mr. Gul's place is a sight to see, and the City's plantings are by any standards, esthetically pleasing, but his yard is not. If a person wants to have a wild meadow, then they should go to an area where other people share that view. Ms. Sabbagh added she was just in Spencer and saw a lovely prairie garden that some people are developing, and its wonderful, but its not affecting the neighbors in a subdivision. She stated she has a lawn next to John Kennedy that they decided several years ago it will be full of weeds and chickweed, because it was decided no chemicals would be on it, the chickweed will just be mowed down. Ms. Sabbagh did not feel they were affecting the environment negatively just because they have a green lawn, rather than making it concrete and painting it green. Ms. Sabbagh stated there is also the economic factor. Ms. Sabbagh stated she sells real estate and has for years. Mr. Gul has also sold real estate also. Ms. Sabbagh stated they both know when they drive people through an area and they see something that is out of the bounds of normally, or standardization, they don't want to live in the neighborhood. Ms. Sabbagh stated she has had listings across the street from Mr. Gul's property and down the street from his property and at the end of the cul-de-sac from this property and opportunity after opportunity has been lost to sell those properties because of the abnormality of the way one person chooses to have their property look. Its wonderful to have a meadow, but not when there are City standards and covenants stating otherwise Mr. Gul had to know when he moved in. Ms. Sabbagh stated when a person moves into a subdivision that says a house has to be a certain square footage of 1600 square feet and a house is built that is 1100 square feet, it affects the economic viability of that subdivision, the same holds true if a house is built way over, it is an abnormality. There is a common feeling about this issue that is overwhelmingly on the side of the Ordinance. Ms. Sabbagh urged the Board to have abatement installed permanently and effected.

Mr. Tafford stated they did research if there were any covenants in the neighborhood that governed the condition of one's yard and there are none. As to the dilemma of the other property owners it is Mr. Tafford's understanding all the properties sold, and for market value, and the tax assessments have not plunged. He did not think Ms. Sabbagh's argument is valid.

Zietlow asked how long the issue has been going on and who initiated it. Zietlow also asked if Mr. Gul lives there. Mr. Tafford stated Mr. Gul decided to let his yard go wild and natural. Mr. Gul has lived in the house 16 years and it was Lynn Coyne, a very well known Bloomingtonian, who was one of the first to raise the issue with the City. Mr. Gul is aware that he is upsetting his neighbors. Mr. Tafford stated he has worked to see if any kind of compromise was possible and the fledging neighborhood association was not willing to come to the negotiating table because things have become so polarized. A peaceful neighborhood resolution is not going to happen. Mr. Tafford added when a peaceful resolution is not possible then one must turn to the law. The argument is not that he's not the best citizen of his neighborhood, but that he has a right to be a contrarian, has the right to speak his mind, and the right to develop his property the way he wants unless he is in violation of a legitimate ordinance, or is creating some actual danger to his neighbors.

Ms. Sabbagh wanted to clarify that she did not want to suggest that the covenants address this issue because if it is or isn't in the covenants then city law prevails. Ms. Sabbagh stated yes, the properties sold, but she can swear and go to court, that there was an absolute series of negative effects on those properties and the property owners who were trying to sell.

Tafford stated because there are restrictions of confidentiality on mediation he was hesitate to speak of it, although, you are accused of dilatory tactics. Mr. Tafford stated what he could say, if Patty Mulvihill had not objections, which she did not, was that CJM did try and work with the City and the neighbors who had complained and the process did not work.

Mulvihill stated for clarification, at the direction of the CJM mediators they suggested the City and Mr. Gul reach an agreement before the neighbors were brought in. Their theory was that if the City could never be convinced that there was not a violation of the ordinance, it didn't matter if there was an agreement reached with the neighbors. The first issue that had to be resolved was if there was a way to alleviate the ordinance violation, and the parties could never get to an agreement on that, so the neighbors were never brought in.

Zietlow asked that Mulvihill reiterate the City's position. Mulvihill stated the City's position is that the City believes the ordinance to be valid, the City believes the Ordinance is not vague, under the constitution, and don't believe it violates the First Amendment to the United States Constitution, or Article One of the Indiana State

Constitution, or does it violate Indiana Code. The City believes it is clear from the Notice of Violation, as well, as photographs of the property that have been submitted to the Board, that Mr. Gul's grass exceeds the height of 8 inches, and is, therefore, in violation of the City's lawfully enacted ordinance, and should be upheld by the Board.

McNamara thanked Mr. Tafford because the first words out of his mouth provided the framework for all this, which is that this hearing is a check to go to the next level essentially. He stated most of the discussion has been about the law, the ordinance itself. Mr.

McNamara stated he does not feel it is his role, as a member of the Board of Public Works, to rule on the constitutionality of the City's Ordinance or if the provisions of the Bloomington Municipal Code are valid, either constitutionally or in synchronicity with Indiana Code. McNamara felt it was his prospective as a member of the Board of Public Works to merely determine whether the citation was properly issued relative to the Bloomington Municipal Code.

McNamara stated according to everything he has seen it says that the enforcement officer made a proper citation in his evaluation that the grass was higher than 8 inches. McNamara stated while all the other discussion is interesting, it is well beyond the purview of the Board of Public Works to determine.

McNamara concluded by stating on the basis he believes the citation was properly issued, he moved that the appeal of the citation be denied. Zietlow agreed and could not imagine that the Board be expected to rule on the constitutionality of the situation, and that the Board is here to uphold the ordinances as they are written. If the ordinances are not well written then that is another issue. Zietlow seconded the motion. The motion passed. The appeal was denied.

Mr. Tafford asked for a written decision which Patty Mulvihill stated would be provided.

Laurel Archer read into the record the Outdoor Seating and Merchandising Encroachment Permit the Board will be asked to sign.

STAFF REPORTS & OTHER BUSINESS

The Alley Bar, 210 W. Kirkwood.

Patty Mulvihill stated for clarification that based on what exactly was said she would write the finding to say what James McNamara has said, that the Board does not want to rule on the constitutionality, the Board believes its role is to determine if the ordinance as written was violated and the citation issued correctly, the Board ruled that it was. Zietlow stated correct.

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

APPROVAL OF CLAIMS

McNamara made motion to adjourn. Zietlow seconded the motion. The meeting adjourned at 6:45p.m.

ADJOURNMENT

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Policy for Use of Meter Parking Spaces for Events

Petitioner/Representative: Public Works Staff

Staff Representative: Susie Johnson

Meeting Date: August 13, 2013

From time to time City streets are used to host events such as the Lotus Festival or the 4th Street Arts Fair. When those events occur parking spaces are not available for use by the general public and revenue is forgone.

In order for event planners to have a predictable path we present this policy to the Board for approval.

The policy will allow, once all other established road closings or other required approvals are met, staff to approve the use of metered spaces for an event. The event planner shall be required to pay the hourly rate for the time that the space is not available to the general public for parking minus 15%.

Only events directly sponsored by the City of Bloomington may have the fees waived. As a point of reference, in 2013 those events are the 4th Of July Parade and the Canopy of Lights event.

Recommend ☒ Approval ☐ Denial by

RESOLUTION 2013-70
TO ESTABLISH POLICY FOR THE USE OF METERED PARKING
SPACES FOR EVENTS

WHEREAS, the City of Bloomington Board of Public Works is authorized through Bloomington Municipal Code 15.40.020 (c) to alter or modify the hourly charge or method of payment for parking in all municipal parking lots, garages and on-street metered parking spaces in conjunction with special events and promotional activities; and

WHEREAS, the Board of Public Works wishes to establish a consistent policy governing the use of metered parking for special events; and

WHEREAS, it is the goal of the parking management plan to have metered parking spaces at 85% capacity.

NOW, THEREFORE, be it hereby resolved by the City of Bloomington Board of Public Works that:

1. All approved events or activities utilizing metered parking will pay for each hour at each space when the space is not available to the general public for parking during the hours of enforcement minus 15%.
2. Only events directly sponsored by the City of Bloomington may have parking fees waived.
 - a. Those events shall be identified annually by the Director of Public Works.
 - b. Hours of enforcement Hours of enforcement are Monday thru Saturday 8:00 AM – 10:00 PM except for City observed holidays.
3. This policy in no way changes or alleviates the event sponsor from any other application, policy or required permission that may be required for any event. This policy deals exclusively with the use of metered parking.

4. This Policy shall be administered by City staff and take effect October 1, 2013.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this _____ day of _____, 2013.

Charlotte Zietlow, President
Board of Public Works



Board of Public Works Staff Report

Project/Event: Bloomingfoods 5K Breakaway

Petitioner/Representative: Bloomingfoods

Staff Representative: Miah

Meeting Date: August 13, 2013

Report: Bloomingfoods is sponsoring the 7th annual Bloomingfoods 5K Breakaway in downtown Bloomington on Saturday September 7, 2013 from 7:00 to 10:00 a.m. Proceeds will be donated to Community Kitchen and Middle Way House.

BPD has issued a parade permit pending approval by BPW.

Staff supports the request.

Recommend **X Approval** ☒ **Denial by** Miah Michaelson

RESOLUTION 2013-71
Bloomingfoods 5K Breakaway

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

WHEREAS, Bloomingfoods has requested use of public streets and sidewalks for the 2013 Bloomingfoods 5K Breakaway; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works agrees that public streets and sidewalks may be utilized to conduct the Bloomingfoods 5K Breakaway between the hours of 7:00 and 10:00 a.m. on Saturday, September 7, 2013.
2. The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time as runners utilize the following streets: Madison Street, Kirkwood Avenue and 10th Street during the hours of the event.
3. The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain permission from the appropriate entity to use Indiana University property.
4. The Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 10:00 a.m., Saturday, September 7, 2013.
5. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
6. The Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.
7. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into

RESOLUTION 2013-71

the agreement and has authority to do so.

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

ADOPTED THIS ____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

BLOOMINGFOODS

Charlotte Zietlow, President

Signature

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Position

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the 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 sections of Madison Street, Kirkwood Avenue and 10th Street, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Bloomingfoods 5K Breakaway, on RELEASEE's property from 7:00 – 10:00 a.m. on Saturday, September 7, 2013; and

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

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

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

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

RELEASOR

RELEASEE

Bloomingfoods

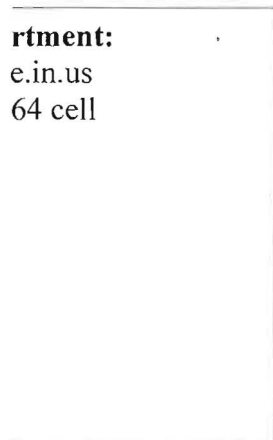
Board of Public Works Officer

Date

Date

RESOLUTION 2013-71

This map indicates the location of **TRAFFIC CONTROL SUPPORT** being provided by the three law enforcement agencies helping on this event.



4. Kirkwood & College
5. Kirkwood & Walnut

8:35 a.m. until 9:10 a.m.
7. 10th & Woodlawn



Board of Public Works Staff Report

Project/Event: Boys and Girls Club Parade on the B-Line

Petitioner/Representative: Boys and Girls Club – Lincoln Street Unit

Staff Representative: Miah

Meeting Date: August 13, 2013

The Lincoln Street Unit of the Bloomington Boys and Girls Club will be sponsoring a parade of club members, family members and the general public for the purposes of celebrating their new mural titled "Parade" on the B-Line Trail. The parade is scheduled for Friday, September 6, 2013 from 6:00 – 7:00 p.m. The parade route is west on 3rd Street to the B-Line and north on the B-Line to the mural site which is just north of Rogers Street. Walkers will stay on the sidewalks and the B-Line, and club staff will provide security at intersections. The Jefferson Street Parade Band will accompany the walkers, therefore a noise permit is also requested for the event.

BPD has issued a Parade Permit for this event pending BPW approval.

Staff supports the request.

Recommend ☒ **Approval** ☐ **Denial by** Miah Michaelson

RESOLUTION 2013-72
Boys and Girls Club – Lincoln Street
Parade on the B-Line

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

WHEREAS, Boys and Girls Club has requested use of public sidewalks and the B-Line to conduct an event “Parade on the B-Line, which is a celebration of their new mural “Parade” which will be installed on the B-Line; and

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

WHEREAS, the City of Bloomington recognizes the contributions and commitment that the Boys and Girls Club makes in our community to better the welfare of children and youth and the Board of Public Works supports and appreciates their efforts and agrees to allow use of public streets.

NOW, THEREFORE, BE IT RESOLVED:

- 1) That the City of Bloomington Board of Public Works agrees that public sidewalks may be utilized to conduct “Parade on the B-Line” between the hours of 6:00 and 8:00 p.m., on Friday, September 6, 2013.
- 2) The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time on sections of 3rd Street, 4th Street, Kirkwood Avenue, 6th Street and Rogers Street during the hours of the event.
- 3) The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain permission from the appropriate entity to use Indiana University property.
- 4) The Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 8:00 p.m., Friday, September 6, 2013.
- 5) That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of

RESOLUTION 2013-72

the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.

- 6) The Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.
- 7) _____, 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 _____, 2013.

BOARD OF PUBLIC WORKS:

BOYS AND GIRLS CLUB - LINCOLN STREET

Charlotte Zietlow, President

Signature

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Position

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, THE BOYS AND GIRLS CLUB, (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 3rd Street, 4th Street, Kirkwood Avenue, 6th Street and Rogers Street, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring B-Line Parade, on RELEASEE's property from 6:00 – 8:00 p.m. on Friday, September 6, 2013; and

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

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

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

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

RELEASOR

RELEASEE

Boys and Girls Club

Board of Public Works Officer

Date

Date

RESOLUTION 2013-72

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: Boys and Girls Clubs
of ~~and~~ Bloomington, Lincoln St. Unit
311 S. Lincoln St. Bloomington, IN 47401

Contact person and phone number:

↳ Jenna Beasley cell: 812-361-4660

Information regarding proposed parade:

Date: Sept. 6, 2013 (raindate Sept. 13, 2013)

Time of commencement: 6:00 pm

Expected duration: 20-30 minutes

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

commencement point: Lincoln St. Boys and Girls Club
west ~~on~~ on 3rd St (on sidewalk) to B-Line Trail, north on
B-Line to mural site between Rogers St. and Fairview St.

Expected number of participants: 50-100

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

Music will be played by the Jefferson St.

Parade Band. All paraders will be on foot - there
will be no floats and no animals.

Traffic control shall be supplied by Club Staff (stop sign when
crossing streets).

At the following points on the parade route: intersections of 3rd and

Lincoln, 3rd + Washington, 3rd and Walnut, 3rd and

College, and all intersections along the B-Line Trail.

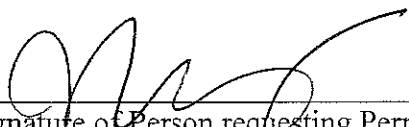
NEXT PAGE

The organization requesting the permit is responsible for traffic control.

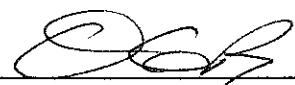
Law Enforcement Agency providing traffic control:

none


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


Signature of Person requesting Permit

Permit Granted _____ Permit Denied _____

 7/16/13
Chief of Police, Bloomington, Indiana Date

Action taken by Police Department:

The permit is granted , with the following conditions:

- Pending Board of Public Works approval
- Pending approval to use B-line trail. Please contact Becky Barrick-Higgins in Parks + Rec at 349-3715

The permit is denied _____ For the following reasons:



Board of Public Works Staff Report

Project/Event: Breast Cancer Awareness Walk Saturday, October 19

Petitioner/Representative:

Staff Representative: Miah

Meeting Date: 8/13/2013

This is the 16th year for the Breast Cancer Awareness Walk in Bloomington, which takes off from and ends at Showers' Plaza. The walk begins at 9:00 a.m. and should be completed by 11:00 a.m. Walkers head east on 8th from Showers, to College, south to Kirkwood, east to Indiana and reverse the route back to Showers.

The walk is meant to take place on sidewalks but occasionally walkers will stray out into the street, especially when they are in more congested areas. They anticipate 800-1000 walkers who may participate for free, but donations are accepted.

Bloomington Police Department has issued a Parade Permit for this event pending BPW approval.

Staff recommends approval of the request.

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

RESOLUTION 2013-73
Breast Cancer Awareness Walk

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

WHEREAS, The American Cancer Society has selected the month of October as Breast Cancer Awareness Month and the Breast Cancer Awareness Walk organization will sponsor the 16th annual Breast Cancer Awareness Walk in Bloomington; and

WHEREAS, the Breast Cancer Awareness Walk has requested use of public streets and sidewalks for the 2013 Breast Cancer Awareness Walk; and

WHEREAS, the Breast Cancer Awareness Walk has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works agrees that public streets and sidewalks may be utilized to conduct the Breast Cancer Awareness Walk between the hours of 9:00 and 11:00 a.m. on Saturday, October 19, 2013.
2. The City of Bloomington Board of Public Works agrees that 8th Street will be closed to vehicular traffic beginning at 9:00 a.m. for approximately fifteen minutes as walkers leave Showers Plaza and that vehicular traffic may be restricted for short periods of time as walkers use sidewalks and cross the following streets: Morton Street, 7th Street, 6th Street, Kirkwood Avenue, College Avenue, Walnut Street, Washington Street, Lincoln Street, Grant Street, Dunn Street and Indiana Avenue during the hours of the event.
3. The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain permission from the appropriate entity to use Indiana University property.
4. The Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 11:00 a.m., Saturday, October 19, 2013.
5. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the

RESOLUTION 2013-73

Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.

6. The Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.
7. _____, 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 _____, 2013.

BOARD OF PUBLIC WORKS:

BREAST CANCER AWARENESS WALK

Charlotte Zietlow, President

Signature

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Position

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the Breast Cancer Awareness Walk, (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 Morton Street, 8th Street, 7th Street, 6th Street, Kirkwood Avenue, College Avenue, Walnut Street, Washington Street, Lincoln Street, Grant Street, Dunn Street and Indiana Avenue, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Breast Cancer Awareness Walk, on RELEASEE's property from 9:00 – 11:00 a.m. on Saturday, October 19, 2013; and

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

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

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

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

RELEASOR

RELEASEE

Breast Cancer Awareness Walk

Board of Public Works Officer

Date

Date

RESOLUTION 2013-73

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: Bloomington's Breast Cancer Awareness Walk

c/o 429 S Landmark Avenue Bloomington, IN 47403

Contact person and phone number: Karen Shacklette 812-332-8242

Information regarding proposed parade:

Date: October 19, 2013

Time of commencement: 9:00

Expected duration: One and one-half hours

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

Start at Shower's Plaza, up 8th Street, down College to Kirkwood, up the north side of Kirkwood,

down the southside of Kirkwood, up College to 8th Street and back to Shower's Plaza

Expected number of participants: 1000

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

This is a non-competitive walk for all ages and will include well-behaved pets.

Traffic control shall be supplied by Graham Security in conjunction with law enforcement

At the following points on the parade route: At the traffic intersections

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

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

Hans Shalittle
Signature of Person requesting Permit

Permit Granted ☒ Permit Denied ☐

[Signature]
Chief of Police, Bloomington, Indiana

2/16/13
Date

Action taken by Police Department:

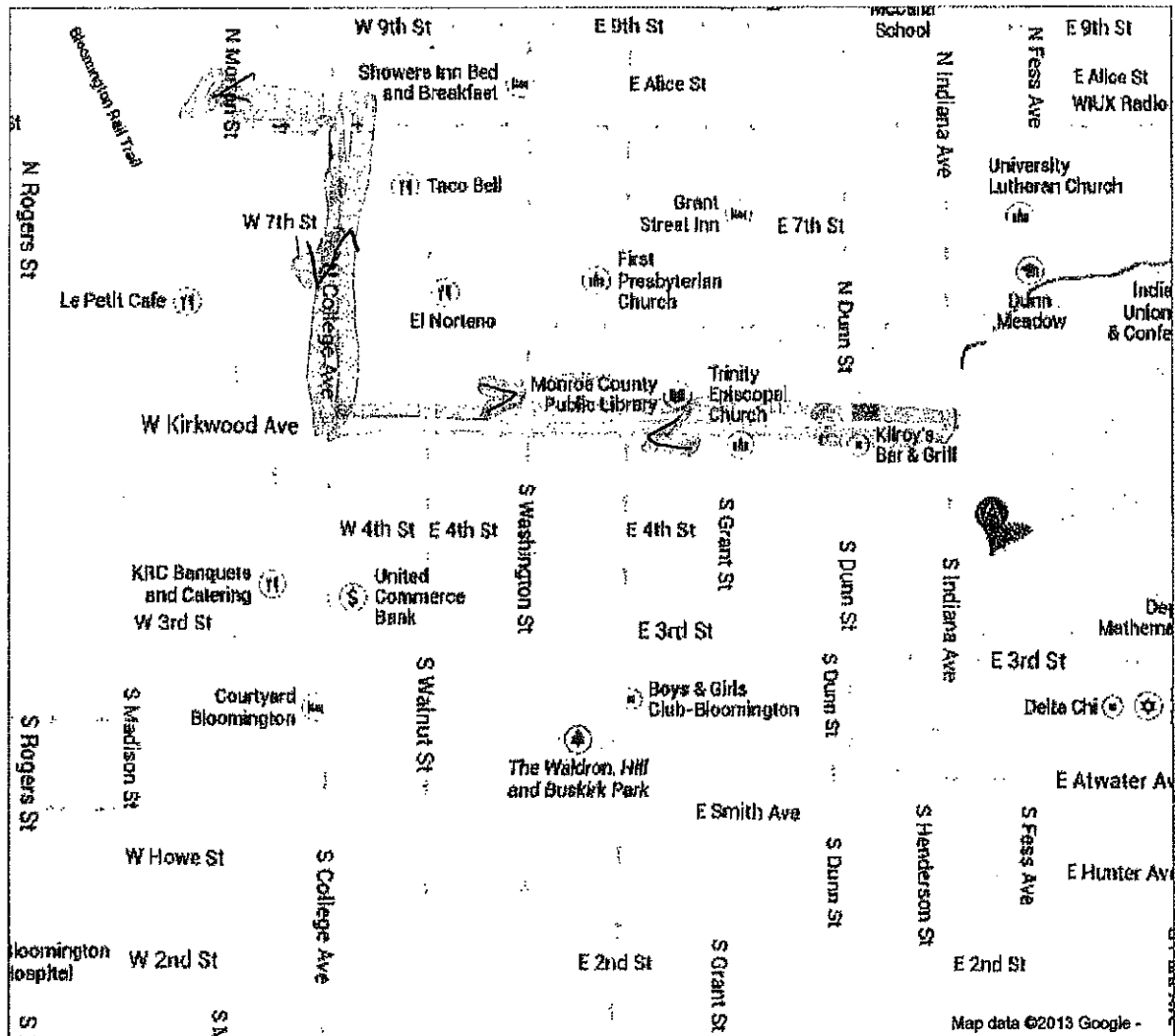
The permit is granted ☒, with the following conditions:

- Walkers must stay on sidewalks
 - Pending Board of Public Works approval
-

The permit is denied _____
For the following reasons:

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



TRAFFIC CONTROL AT:

6th & COLLEGE

KIRKWOOD & COLLEGE

KIRKWOOD & WASHINGTON

KIRKWOOD & DUNN

KIRKWOOD & INDIANA



Board of Public Works Staff Report

Project/Event: Hoosier Half Marathon and 5K

Petitioner/Representative: Indiana Running Company

Staff Representative: Miah

Meeting Date: August 13, 2013

Indiana Running Company has taken over the IU Mini Marathon from the IU Alumni Association and renamed it the Hoosier Half Marathon and 5K. They have scheduled next year's event for April 5, 2014.

The 2014 route is the same as in 2013. Streets close at 5:00 a.m. and open back up as the runners go through and all streets should be back open by 1:00 p.m. 2,000 participants are expected for the event.

Indiana Running Company will make every effort to get notification out to businesses and neighborhoods in a timely manner and will distribute flyers and post signs as City staff requests.

BPD has issued a Parade Permit for this event pending BPW approval.

Staff supports the request.

Recommend **X Approval** ☒ **Denial by** Miah Michaelson

RESOLUTION 2013-74
Indiana Running Company Hoosier Half Marathon and 5K

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

WHEREAS, the Indiana Running Company has requested use of city streets to conduct the Hoosier Half Marathon and 5K Run; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works agrees that public streets and sidewalks may be utilized to conduct the Hoosier Half Marathon and 5K Run between the hours of 5:00 a.m. and 1:00 p.m. on Saturday, April 5, 2014. Attachment A of this resolution indicates the streets that may be utilized or are restricted in some way by this event.
2. The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain permission from the appropriate entity to use Indiana University property.
3. The Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 2:00 p.m., Saturday, April 5, 2014.
4. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played beginning at 7:00 a.m. and during the hours of the event.
5. The Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.
6. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into

RESOLUTION 2013-74

the agreement and has authority to do so.

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

ADOPTED THIS ____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

INDIANA RUNNING COMPANY

Charlotte Zietlow, President

Signature

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Position

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the INDIANA RUNNING COMPANY, (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 sections of streets identified in Attachment B of this resolution, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Hoosier Half Marathon and 5K Run, on RELEASEE's property from 5:00 a.m. – 1:00 p.m. on Saturday, April 5, 2013; and;

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

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

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

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

RELEASOR

RELEASEE

Indiana Running Company

Board of Public Works Officer

Date

Date

RESOLUTION 2013-74

City of Bloomington

PARADE RACE PERMIT APPLICATION

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

Organization name and mailing address:

Indiana Running Company

Hoosier Half Marathon and 5K

121 N. College Ave., Bloomington, IN 47404

Contact person and phone number:

Bill Bartley

Owner, Indiana Running Company

bill@inrunco.com

Office: (812) 822-0327

Mobile: (317) 340-7506 (best way to contact me)

Information regarding proposed ~~parade~~ race:

Date: Saturday, April 5, 2014

Time of commencement: The Half Marathon and 5K begins at 8:00a.m.

~~Expected duration: The Half Marathon will last for 3.5 hours and the 5K will last for 1 hour.~~

These events are run simultaneously. The course traffic controls are rolled up following the last participants

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

17th St (Starting Point will be near the DeVault Alumni Center) heading West
Walnut St. heading South
Kirkwood Ave. heading East
Kirkwood Ave (campus) heading East
Forest Avenue (campus) heading North
Fee Lane heading North to Jordan Ave. Extension
Jordan Ave. Extension and Jordan Ave. heading South
2nd St. heading East
Woodcrest-Woodbine-Rechter-Winfield Streets/Neighborhoods heading South/Southeast
Renwick-Rock Creek Streets/Neighborhoods heading South/Southeast
High St. heading South
Winslow Rd. heading West
Highland Ave. heading North
Azalea-Wylie Farm Streets/ Neighborhoods heading West
Henderson St./Indiana Ave. heading North
17th St. (Ending Point, near DeVault Alumni Center) heading East

Expected number of participants: 2,000 participants total.

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

Head: Race Director Car, Police Car and/or Motorcycle escort

2,000 runners/walkers (5K participants following the half marathon)

AID stations every even mile along with both courses (restrooms/water stations)

Entertainment areas (spirit groups)

Some full and partial street closings (please see attached memo)

Tail End: Police Car, EMT, traffic control cleanup

Post Race Activities: Area behind DeVault Alumni Center (1000 E. 17th Street, Bloomington, IN. 47408)

Traffic control shall be supplied by Indiana University Police Department, Bruce Wilds Security, and general public volunteers.

At the following points on the parade route:

Traffic control:

E 17th St. (N Lincoln St. to Walnut St. intersection)

N Walnut St. (E. 17th St. to W 10th St.)

E. 7th St and N. Walnut intersection

W 5th St. and S. Walnut St. intersection

E. 5th St. and N. Grant St. intersection

E. Kirkwood Avenue and N. Indiana Ave. intersection

E. 10th St. and N. Fee Lane intersection

E. 17th St. and N. Fee Lane intersection

N. Fee Lane and Jordan Ave. Ext. intersection

Jordan Ave. Ext. and Balfour Court intersection

E. 17th St. and Jordan Ave. intersection

Jordan Ave. and E. Lingelbach, E. 10th St., E. 3rd St. and Atwater Ave. intersections

E. 2nd St. and S. High St& S. Woodcrest Dr. intersections

S. Woodcrest Dr. and Woodbine Dr. intersection

Woodbine Dr. and E. Covenant Dr. intersection

E. Rechter Rd. and S. Nota Dr./Winfield Rd. intersection

Winfield Rd. at the intersections of S. Valley Forge Rd., Fairbanks Ln. and Pickwick Place

Winfield Rd. and E. Moores Pike/Renwick Dr. roundabout

E. Renwick Drive (multiple neighborhood intersections)

E. Rock Creek Dr. (multiple neighborhood intersections)

E. Rock Creek Dr. and High St. intersection

S. High St. and E. Rogers/Winslow Rd. roundabout

Winslow Rd. and Abby Ln., S. Xavier Ct., Allendale Dr. and S. Highland Ave. intersections

S. Highland Ave. and YMCA entrance, E. Azalea Ln. intersections

S. Azalea Ln. and Wylie Farm Rd. intersection

Wylie Farm Rd. and S. Bayberry Dr. and S. Henderson St. intersections

S. Henderson St. and South Dr., North Dr., E. Miller Dr., E. Hillside Dr., E. 1st St., Atwater Ave. and E. 3rd St. intersections

N. Indiana Ave. and E. 7th St., 10th St., 12th St. and 13th St. intersections

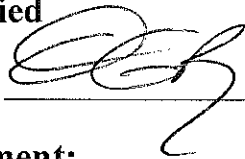
The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control: Indiana University Police Department, Bruce Wilds Security, and general public volunteers.


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

Signature of person requesting Permit _____ Date _____

Permit Granted or Permit Denied

Chief of Police, Bloomington, Indiana  Date 7/31/13

Action taken by Police Department:

The permit is granted , with the following conditions:

- Pending Board of Public Works approval

The permit is denied

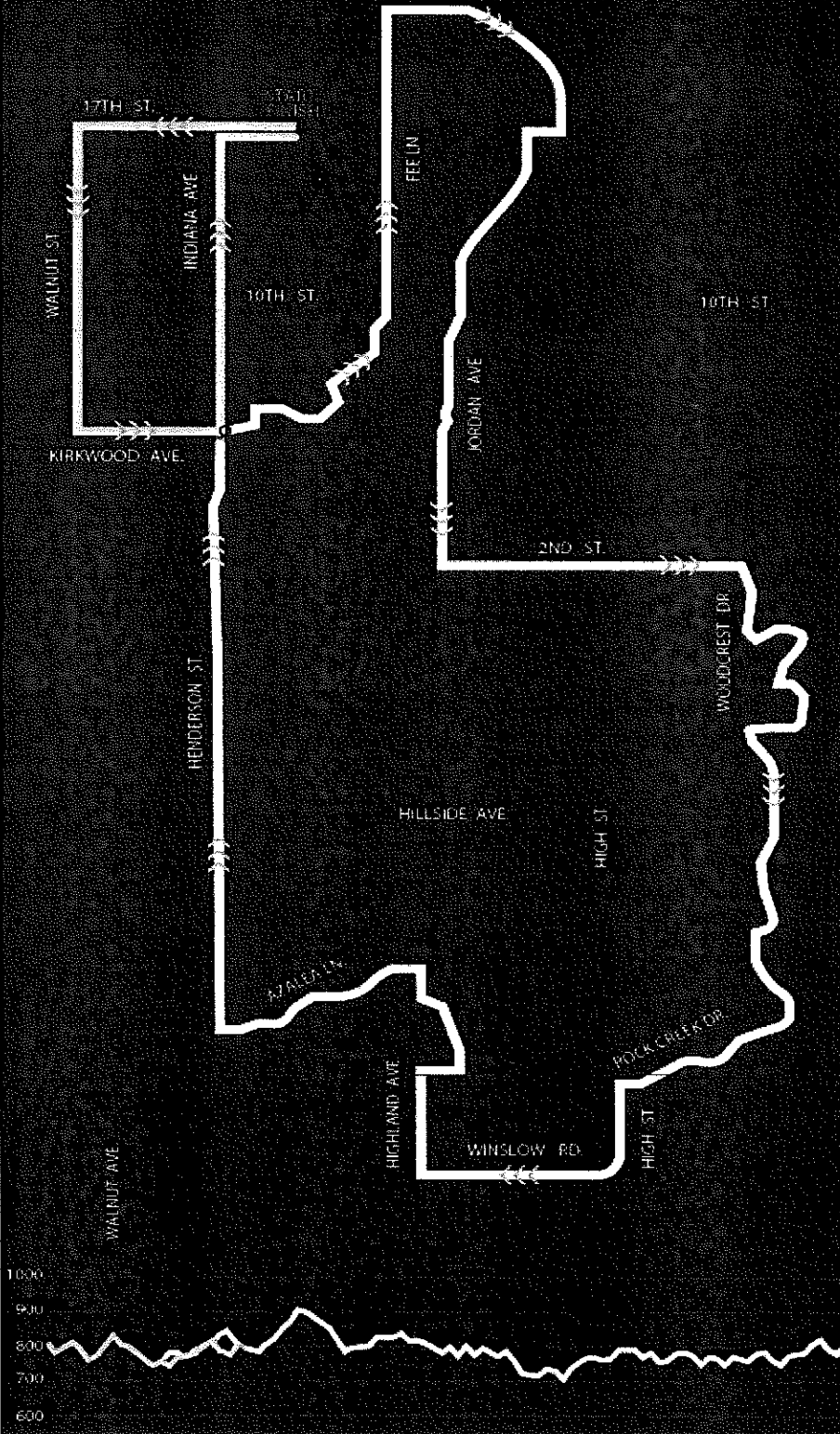
For the following reasons: _____

5K
HALF MARATHON

Hoosier

INDIANA RUNNING COMPANY

45/56 BYPASS





Board of Public Works Staff Report

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

Petitioner/Representative: IU Alumni Association

Staff Representative: Miah

Meeting Date: August 13, 2013

The IU Alumni Association is sponsoring the Homecoming Parade on Friday, November 1, 2013 between 5:00 and 8:00 p.m. Staging of the parade will begin at 5:30 p.m. with the actual parade beginning between 6:00 – 6:30 p.m.

The parade will start at 4th Street and Lincoln Street, travel north on Lincoln Street to Kirkwood Avenue, east on Kirkwood Avenue to Indiana Avenue and end just north of the intersection. They anticipate having 50 – 60 entries.

BPD has approved a Parade Permit subject to BPW approval.

Staff supports the request.

Recommend ☒ **Approval** ☐ **Denial by** Miah Michaelson

RESOLUTION 2013-75
Indiana University Homecoming Parade

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that Indiana University Alumni Association, hereinafter "The University" may utilize 4th Street, Lincoln Street, Kirkwood Avenue, and Indiana Avenue to conduct a Homecoming Parade between the hours of 5:00 p.m. and 8:00 p.m., on Friday, November 1, 2013 and that streets may be restricted in some way by this event.
2. The University agrees to be responsible for setting up barricades and posting all signage as instructed by City of Bloomington Engineering, and to remove all barricades and signage as soon as all participants have cleared the area.
3. The University shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use private property.
4. The University shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 8:00 p.m., Friday, November 1, 2012.
5. The University shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press well in advance of the event. Flyers shall be hand delivered to all businesses affected by the traffic restriction. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
6. _____, by signing this agreement, represents that she/he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
7. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign

Resolution 2013-75

the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS

INDIANA
ASSOCIATION

UNIVERSITY

ALUMNI

Charlotte Zietlow, President

Signature

James McNamara

Printed Name and Title

Dr. Frank N. Hrisomalos

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the Indiana University Alumni Association, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), specifically 4th Street, Lincoln Street, Kirkwood Avenue, and Indiana Avenue, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of conducting a Homecoming Parade from 5:00 – 8:00 p.m. on Friday, November 1, 2013; and

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

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

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

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

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

RELEASOR

RELEASEE

Indiana University Alumni Association

Board of Public Works

Signature

Officer

Printed Name and Title

Date

Date

Resolution 2013-75

City of Bloomington

PARADE PERMIT APPLICATION

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

Organization name and mailing address: IU Alumni Association

1000 E 17th St. Bloomington, IN 47408

Contact person and phone number: Victoria Culver 816.853.0876

Information regarding proposed parade:

Date: Friday Nov 1, 2013

Time of commencement: 5pm

Expected duration: 2 hours

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

Start on 4th and Lincoln: go N on Lincoln to Kirkwood; turn right onto Kirkwood to Indiana; turn left on Indiana and end.

Expected number of participants: 75

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

Mix variety of vehicles, decorated floats.

walking entries, firetrucks

Traffic control shall be supplied by asking IUPD and Bruce Wilts Security

At the following points on the parade route: 4th and Washington;

4th and Lincoln; Lincoln and Kirkwood; Kirkwood and Grant;

Kirkwood and Dunn; Kirkwood and Indiana

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

IUPD and Bruce Wilds Security

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

← In process of asking

Kisa Chandu 855.9263

Signature of Person requesting Permit

Permit Granted ☒

Permit Denied ☐

[Signature]

Chief of Police, Bloomington, Indiana

Date

7/16/17

Action taken by Police Department:

The permit is granted ☒, with the following conditions:

Pending Board of Public Works approval

The permit is denied ☐

For the following reasons:



Board of Public Works Staff Report

Project/Event: Lotus World Music and Arts Festival.

Petitioner/Representative: Lotus Committee

Staff Representative: Miah

Meeting Date: August 13, 2013

The 20th annual Lotus Festival is scheduled for September 25 through September 29 this year.

This resolution allows the closing of 6th Street between College and Walnut and Walnut and Lincoln, Kirkwood between Walnut and Lincoln, Washington between 7th and 4th, 4th between Walnut and Lincoln (4th open to Washington for Bloomington Transit use) and the southern half of Grant between Kirkwood and 6th (Friday day only). All streets will be opened to traffic by 4:00 p.m on Sunday. Attached is a map showing which streets are closed at what time each day and where venues are located.

City Departments, including Public Works, Police and Fire, as well as Bloomington Transit all work with Lotus to establish this layout, and Lotus has notified all businesses and residents in the downtown area of the plan and invited them to call or come to the Board of Public Works meeting with any concerns.

Recommendation and Supporting Justification: This event has proven itself as a significant draw to our downtown and to Bloomington in general, and staff recommends approval.

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

RESOLUTION 2013-76
LOTUS WORLD MUSIC AND ARTS FESTIVAL

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

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

WHEREAS, the Lotus World Music and Arts Festival ("Lotus") is desirous of using 6th Street between College and Walnut Streets and Walnut and Lincoln Streets, Kirkwood Avenue between Walnut and Lincoln Streets, Washington Street between 7th and 4th Streets, 4th Street between Walnut and Lincoln Streets (with 4th Street open to Washington Street for Bloomington Transit use) and the southern half of Grant Street between Kirkwood Avenue and 6th Street (Friday day only) to host music, visual arts and other festival-type activities in conjunction with the Lotus World Music and Arts Festival Wednesday, September 25 – Sunday, September 29, 2013; and,

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that 6th Street between College and Walnut Streets and Walnut and Lincoln Streets, Kirkwood Avenue between Walnut and Lincoln Streets, Washington Street between 7th and 4th Streets, 4th Street between Walnut and Lincoln Streets and the southern half of Grant Street between Kirkwood Avenue and 6th Street shall be temporarily closed to traffic and parking, beginning at 8:00 a.m. on September 25, 2013 and ending at 4:00 p.m. on September 29, 2013 as indicated on the attached Lotus Comprehensive Map, for the purpose of hosting art and festival-type events, operating food and drink booths and to providing entertainment including live music for the general public.
2. That Lotus shall be responsible for posting "no parking" signs at least 24 hours in advance of the closing of the streets. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
3. That Lotus shall be responsible for placement and removal of barricades. Lotus is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. Lotus agrees to obtain at its own expense and place barricades to close the streets, not before 8:00 a.m. on Wednesday, September 25, 2013 and to remove barricades by 4:00 p.m. on Sunday, September 29, 2013.
4. The sponsors will be responsible for removing all trash that is a result of the event, to pick up litter including cigarette butts from the street and sidewalks within the festival area and to clean any grease or other food products from the pavement and sidewalks after the event. Cleanup shall be completed by 4:00 p.m. on

RESOLUTION 2013-76

Sunday, September 29, 2013.

5. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the festival.
6. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
7. The sponsors shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
8. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
9. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

LOTUS:

Charlotte Zietlow, President

Signature

James McNamara

Printed Name, Title

Dr. Frank N. Hrisomalos

Date

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, Lotus, (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 6th Street between College and Walnut Streets and Walnut and Lincoln Streets, Kirkwood Avenue between Walnut and Lincoln Streets, Washington Street between 7th and 4th Streets, 4th Street between Walnut and Lincoln Streets and the southern half of Grant Street between Kirkwood Avenue and 6th Street as indicated on the attached Lotus Comprehensive Map which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Lotus World Music and Arts Festival, on RELEASEE's property with set up beginning at 8:00 a.m. September 25, 2013 and teardown ending by 4:00 p.m. on September 29, 2013 as indicated on the attached Lotus Comprehensive Map; 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

Lotus

Board of Public Works Officer

Date

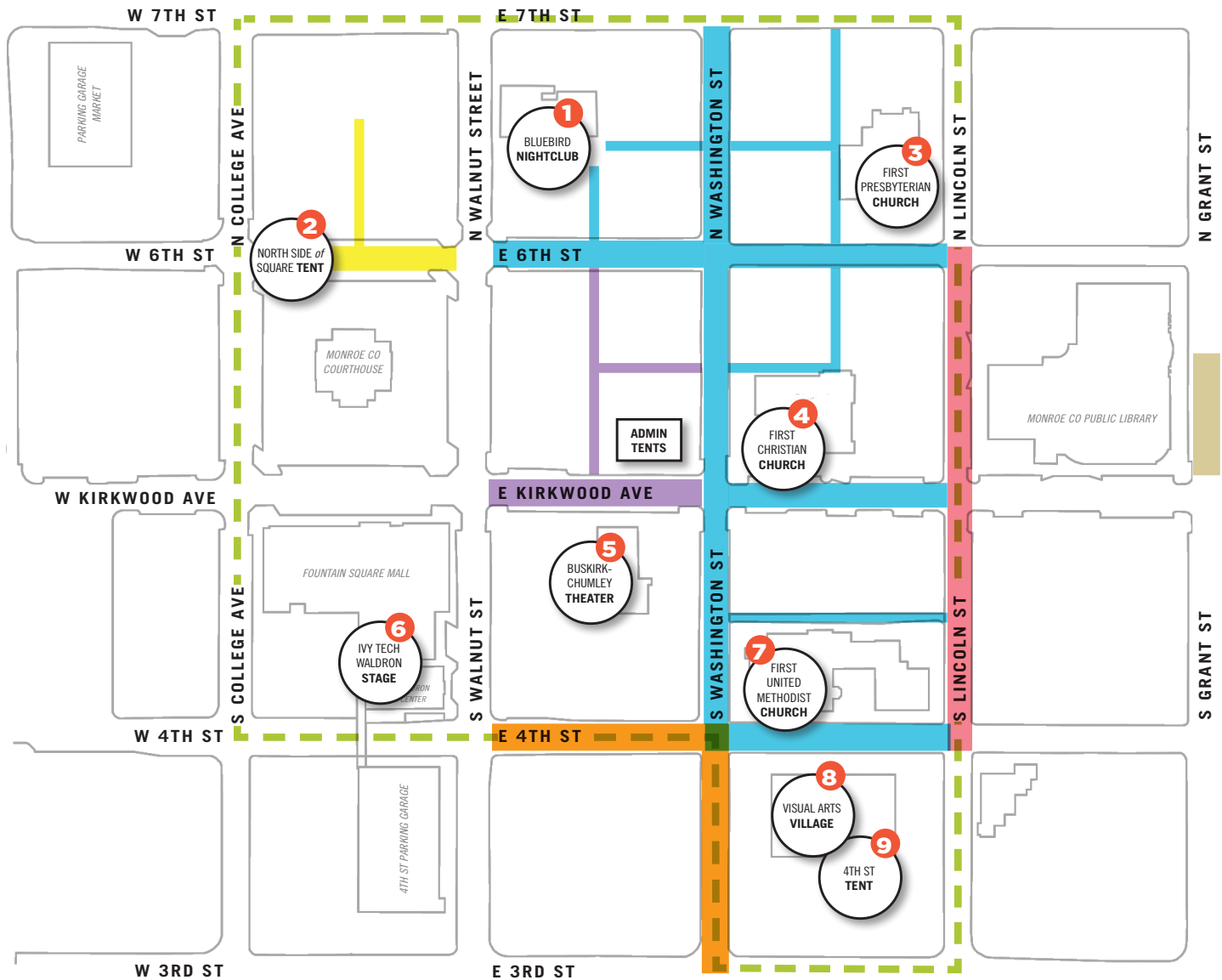
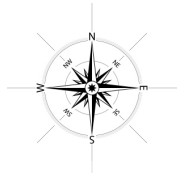
Date

RESOLUTION 2013-76



LOTUS 2013 STREET & ALLEY CLOSINGS

COMPREHENSIVE MAP • SEPTEMBER 25–29



CLOSED 8AM THURSDAY–4PM SUNDAY



CLOSED 5:30PM–12:30AM FRIDAY & SATURDAY



CLOSED 8AM FRIDAY–9AM SUNDAY



CLOSED TO PUBLIC TRAFFIC 5:30PM–12:30AM
FRIDAY & SATURDAY (Open *ONLY* to Bloomington Transit)



CLOSED 2:30PM–6PM FRIDAY (Pygmalion's Chalk Festival)



CLOSED 8:15AM–8:45PM SATURDAY (Parade)



FESTIVAL VENUE



FESTIVAL PERIMETER

1 BLUEBIRD NIGHTCLUB

2 NORTH SIDE OF SQUARE TENT

3 FIRST PRESBYTERIAN CHURCH

4 FIRST CHRISTIAN CHURCH

5 BUSKIRK-CHUMLEY THEATER

6 IVY TECH WALDRON STAGE

7 FIRST UNITED METHODIST CHURCH

8 VISUAL ARTS VILLAGE

9 4TH STREET TENT

10 3RD STREET PARK (SATURDAY ONLY)



Board of Public Works Staff Report

Project/Event: Out of the Darkness Suicide Prevention Walk Saturday,
October 26

Petitioner/Representative: Community Health – Indiana University Health

Staff Representative: Miah

Meeting Date: 8/13/2013

Local walkers in the community will be walking to help raise awareness about the issue of suicide in young people and to support research in suicide prevention strategies from 9:00 a.m. – 12:00 p.m. on Saturday, October 26, 2013.

The walk starts at the IU Assembly Hall, goes south on Fee Lane, through the IU Arboretum, east on 7th to Jordan Ave., south on Jordan, west on 3rd, north on Indiana to 17th and returns to stadium. They will be using the sidewalks but needing to cross some major streets, which will be covered by IU Police.

Organizers anticipate 300-400 walkers.

Bloomington Police Department has issued a Parade Permit for this event pending BPW approval.

Staff recommends approval of the request.

Recommend ☒ **Approval** ☐ **Denial by** Miah Michaelson

RESOLUTION 2013-77
Out of the Darkness Walk

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

WHEREAS, Indiana University Health Bloomington's Community Health program will sponsor the 2013 Out of the Darkness Walk in Bloomington; and

WHEREAS, the Out of the Darkness Walk has requested use of public streets and sidewalks for the Out of the Darkness Walk; and

WHEREAS, the Out of the Darkness Walk has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works agrees that public streets and sidewalks may be utilized to conduct the Out of the Darkness Walk between the hours of 9:00 a.m. and 12:00 p.m. on Saturday, October 26, 2013.
2. The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time as walkers use sidewalks and cross the following streets: 17th Street, Fee Lane, Jordan Avenue, 3rd Street and Indiana Avenue during the hours of the event.
3. The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain permission from the appropriate entity to use Indiana University property.
4. The Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 12:00 p.m., Saturday, October 26, 2013.
5. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
6. The Sponsor shall be responsible for notifying the general public in advance by notice to the

RESOLUTION 2013-77

press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.

7. _____, 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 _____, 2013.

BOARD OF PUBLIC WORKS:

OUT OF THE DARKNESS WALK

Charlotte Zietlow, President

Signature

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Position

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the Out of the Darkness Walk, (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 17th Street, Fee Lane, Jordan Avenue, 3rd Street and Indiana Avenue, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Out of the Darkness Walk, on RELEASEE's property from 9:00 a.m. – 12:00 p.m. on Saturday, October 26, 2013; and

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

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

Out of the Darkness Walk

Board of Public Works Officer

Date

Date

RESOLUTION 2013-77

Faxed 349-3353

7-15-13

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: American Foundation for
Suicide Prevention; 120 Wall St. 29th Floor, New York NY 10005

Contact person and phone number: Cindy Moore 812-855-5523

Information regarding proposed parade:

Date: Saturday, October 26, 2013

Time of commencement: 9:00 AM Registration / 10:00 AM opening

Expected duration: 10-12:30 pm

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

IU Assembly Hall → N. Free Lane → Arboretum → Auditorium
→ Jordan E. to 3rd St. → Indiana Ave. → 14th St. → 17th St. →
Stadium

Expected number of participants: 300-400

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

People will walk, some with strollers or animals on
chairs, Opening ceremony at IU Football Stadium North
gate.

Traffic control shall be supplied by IUPD

At the following points on the parade route: Free Lane & 10th St.,
Free Lane and 17th St., 10th & Indiana.

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

IUPD

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

Shelia Evans

Signature of Person requesting Permit

Permit Granted ☒

Permit Denied ☐

[Signature]

Chief of Police, Bloomington, Indiana

Date 7/16/13

Action taken by Police Department:

The permit is granted ☒, with the following conditions:

Pending Board of Public Works approval

The permit is denied _____

For the following reasons:



Indiana University Health

Fax Cover Sheet

Sender Fax # 353-5787
Date 7/15/13
Time 3:30 pm
Number of Pages 3
(Including this page)
Fax # 349-3353

To: Captain Tony Pope

From: Shelia Evans Department: Community Health

☐ For Your Review ☐ Please Comment ☐ Urgent

Comments:

Attached please find our Parade Permit application for "Out of the Darkness" Suicide Prevention Walk.

Thank You,

Shelia Evans

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Board of Public Works Staff Report

Project/Event: Use of 4th Street for First Friday

Petitioner/Representative: Thrive Health and Well Being, LLC.

Staff Representative: Miah

Meeting Date: August 13, 2013

Thrive is requesting to close a portion of W. 4th Street between Rogers Street and the west side of the mid-block alley in the 400 block of W. 4th Street. First Friday events in that area are drawing people to this redeveloping part of downtown. First Friday will consist of live music, food, temporary art exhibits and other festival-type entertainment. Event hours are from 5 p.m. to 11 p.m., and they request that they be allowed to close the street at 4:00 p.m. for set up and commit to having it opened back up by midnight after clean up. As part of this event they are also requesting a noise permit until 10:00 p.m.

The organizers have notified businesses and residents on the block. Staff supports this request.

Recommend ☒ **Approval** ☐ **Denial by** Miah Michaelson

RESOLUTION 2013-78
FIRST FRIDAY
ART EVENT

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

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

WHEREAS, Thrive Health and Well Being, LLC. ("Thrive") is desirous of using W. 4th Street from the intersection with Rogers Street to the western side of the mid-block alley in the 400 block to exhibit artwork, and host other arts and festival-type activities in conjunction with First Friday on Friday, September 6, 2013; and,

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that W. 4th Street from the intersection with Rogers Street to the western side of the mid-block alley in the 400 block shall be temporarily closed to traffic and parking, beginning at 4:00 p.m. until midnight, on Friday, September 6, 2013, for the purpose of hosting art and festival-type events, operating food and drink booths and to providing entertainment including live bands for the general public.
2. That Thrive shall be responsible for posting "no parking" signs at least 24 hours in advance of the closing of the streets. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
3. That Thrive shall be responsible for placement and removal of barricades. Thrive is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. Thrive agrees to obtain at its own expense and place barricades to close the street, not before 4:00 p.m. and to remove barricades by midnight on Saturday, September 6, 2013.
4. The sponsors will be responsible for removing all trash that is a result of the event, to pick up litter including cigarette butts from the street and sidewalks within this block and to clean any grease or other food products from the pavement and sidewalks after the event. Cleanup shall be completed by midnight on Friday, September 6, 2013.

RESOLUTION 2013-78

5. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of 4:00 p.m. and 10:00 p.m.
6. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
7. The sponsors shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
8. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
9. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

THRIVE:

Charlotte Zietlow, President

Signature

James McNamara

Printed Name, Title

Dr. Frank N. Hrisomalos

Date

Date

RESOLUTION 2013-78

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, Thrive, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically W. 4th Street from the intersection with Rogers Street to the western wide of the mid-block alley in the 400 block, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring First Friday, on RELEASEE's property with set up beginning at 4:00 p.m., teardown ending by midnight, on Friday, September 6, 2013; and

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

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

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

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

RELEASOR

RELEASEE

Thrive Health & Well Being, LLC

Board of Public Works Officer

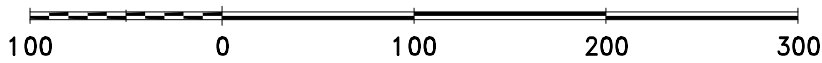
Date

Date

RESOLUTION 2013-78



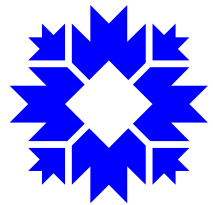
By: smithc
13 Jun 13



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 100'



Board of Public Works Staff Report

Project/Event: 5K Run/Walk for Life, Saturday, September 14

Petitioner/Representative: Hannah House/Crisis Pregnancy Center

Staff Representative: Miah

Meeting Date: 8/13/2013

Hannah House/Crisis Pregnancy Center is hosting a fundraising walk. The walk begins at 10:00 a.m. and should be completed by 11:30 a.m. on Saturday, September 14, 2013. The route utilizes Sare Road, Canada Drive, The Stands Drive, Cedarwood Court, and Coppertree Drive.

Bloomington Police Department has issued a Parade Permit for this event pending BPW approval.

Staff recommends approval of the request.

Recommend ☒ **Approval** ☐ **Denial by** Miah Michaelson

RESOLUTION 2013-79
5K Run/Walk for Life

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

WHEREAS, Hannah House/Crisis Pregnancy Center has requested use of public streets and sidewalks for the 5K Run/Walk for Life; and

WHEREAS, Hannah House/Crisis Pregnancy Center has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Engineering Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, Hannah House/Crisis Pregnancy Center, herein after "Sponsor", has agreed to execute the "Release, Hold Harmless and Indemnification Agreement" regarding the use of the City of Bloomington's property as described on Attachment A and has agreed to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works agrees that public streets and sidewalks may be utilized to conduct the 5K Run/Walk for Life between the hours of 10:00 and 11:30 a.m. on Saturday, September 14, 2013.
2. The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time as runners and walkers use the following streets Sare Road, Canada Drive, The Stands Drive, Cedarwood Court, and Coppertree Drive during the hours of the event.
3. The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain permission from the appropriate entity to use Indiana University property.
4. The Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 11:30 a.m., Saturday, September 14, 2013.
5. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
6. The Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.

RESOLUTION 2013-79

7. _____, 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 _____, 2013.

BOARD OF PUBLIC WORKS:

HANNAH HOUSE/CRISIS PREGNANCY CENTER

Charlotte Zietlow, President

Signature

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Position

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the Hannah House/Crisis Pregnancy Center, (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 Sare Road, Canada Drive, The Stands Drive, Cedarwood Court, and Coppertree Drive which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Breast Cancer Awareness Walk, on RELEASEE's property from 10:00 – 11:30 a.m. on Saturday, September 14, 2013; and

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

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

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

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

RELEASOR

RELEASEE

Hannah House/Crisis Pregnancy Center

Board of Public Works Officer

Date

Date

RESOLUTION 2013-79

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: HANNAH HOUSE MATERNITY
HOME/CPC, 808 N COLLEGE AVE., 47404

Contact person and phone number: ANN COLLINS 812-391-2004

Information regarding proposed parade:

Date: SEPT 14th 2013

Time of commencement: 10:00 AM

Expected duration: 1 HOUR

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

START AT SOCC - ENTER ON SARE ROAD.

SEE ATTACHED MAP.

Expected number of participants: 300

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

5K RUN/WALK

Traffic control shall be supplied by BERRY GROOMS - SHERIFF DEPT.
RESERVE OFFICER IF NEEDED

At the following points on the parade route: SARE ROAD AT
SOCC, ENTRANCE/EXIT, Canada dr (Per e-mail)

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

SHERIFF'S DEPARTMENT

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

ANN T. COLLINS
Signature of Person requesting Permit

Permit Granted ☒ Permit Denied _____

Chief of Police, Bloomington, Indiana 8/6/13
Date

Action taken by Police Department:

The permit is granted ☒, with the following conditions:

Pending Board of Public Works approval

The permit is denied _____
For the following reasons:

**CRISIS PREGNANCY CENTER OF BLOOMINGTON &
HANNAH HOUSE MATERNITY HOME**

5K Run/Walk for Life
Sat., Sept. 14, 2013

Sat., Sept. 14, 2013

Sherwood Oaks Christian Church
2700 E Rogers Road
Bloomington, IN 47401

Online Registration:
www.inrunco.com/cpc5k

Event Details:

www.cpbloomington.org/runwalk
812-334-0104

Thank you for your help printing of this brochure!



Board of Public Works Staff Report

Project/Event: Northwood Estates Neighborhood Block Party

Petitioner/Representative: Neighborhood Association

Staff Representative: Christina Smith

Meeting Date: August 13, 2013

The Northwood Estates Neighborhood Association wants to hold a block party on Saturday, September 7, 2013. The event will take place on North Ironwood Court between West Rosewood Drive and Deadend.

The petitioner has requested a noise permit during the hours of 6:00 p.m. to 10:00 p.m. so that live music may be played during the event.

Staff is supportive of neighborhood request.

Recommend ☒ **Approval by:** Christina Smith

RESOLUTION 2013-80
Northwood Estates Neighborhood Association Block Party

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

WHEREAS, the Northwood Estates Neighborhood Association (“Association”) is desirous of using North Ironwood Court between West Rosewood Drive and Deadend for a neighborhood block party; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

1) That the City of Bloomington Board of Public Works declares that the 3900 block of North Ironwood Court between West Rosewood Drive and Deadend shall be temporarily closed to motor vehicle traffic and parking from 6:00 to 10:00 p.m. on Saturday, September 7, 2013 for the purpose of staging a neighborhood party.

2) That by granting approval for this event, the Board of Public Works, waives the City Noise Ordinance until 10:00 p.m. so music may be enjoyed during the event.

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

A. The Association agrees to be responsible for posting “no parking” signs at least 24 hours in advance of the street closing. Temporary “no parking” signs may be obtained from the City of Bloomington Department of Public Works. The Association shall be responsible for placement and removal of barricades. The Association is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. The Association agrees to place barricades to close the street, not before 5:30 p.m., and to remove barricades by 10:00 p.m., Saturday, September 7, 2013.

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

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

D. The neighbors agree to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trashcans. Clean-up after the event shall be completed by 10:00 p.m. on the day of the event.

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

Resolution 2013-80

ADOPTED THIS _____ DAY OF _____, 2013.

BOARD OF PUBLIC WORKS

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

Charlotte Zietlow, President

Signature

James McNamara

Printed Name
For Northwood Estates Neighborhood Association

Dr. Frank N. Hrisomalos

Date:

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the Northwood Estates Neighborhood Association (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 3900 block of North Ironwood Court between West Rosewood Drive and Deadend, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring a block party on RELEASEE'S property with set up beginning at 6:00 p.m. and teardown ending by 10:00 p.m. on Saturday, September 7, 2013; and

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

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

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

_____, as _____ of the Northwood Estates Neighborhood Association, represents and certifies that he/she has been fully empowered to execute this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on behalf of RELEASOR.

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

"RELEASOR"

"RELEASEE"

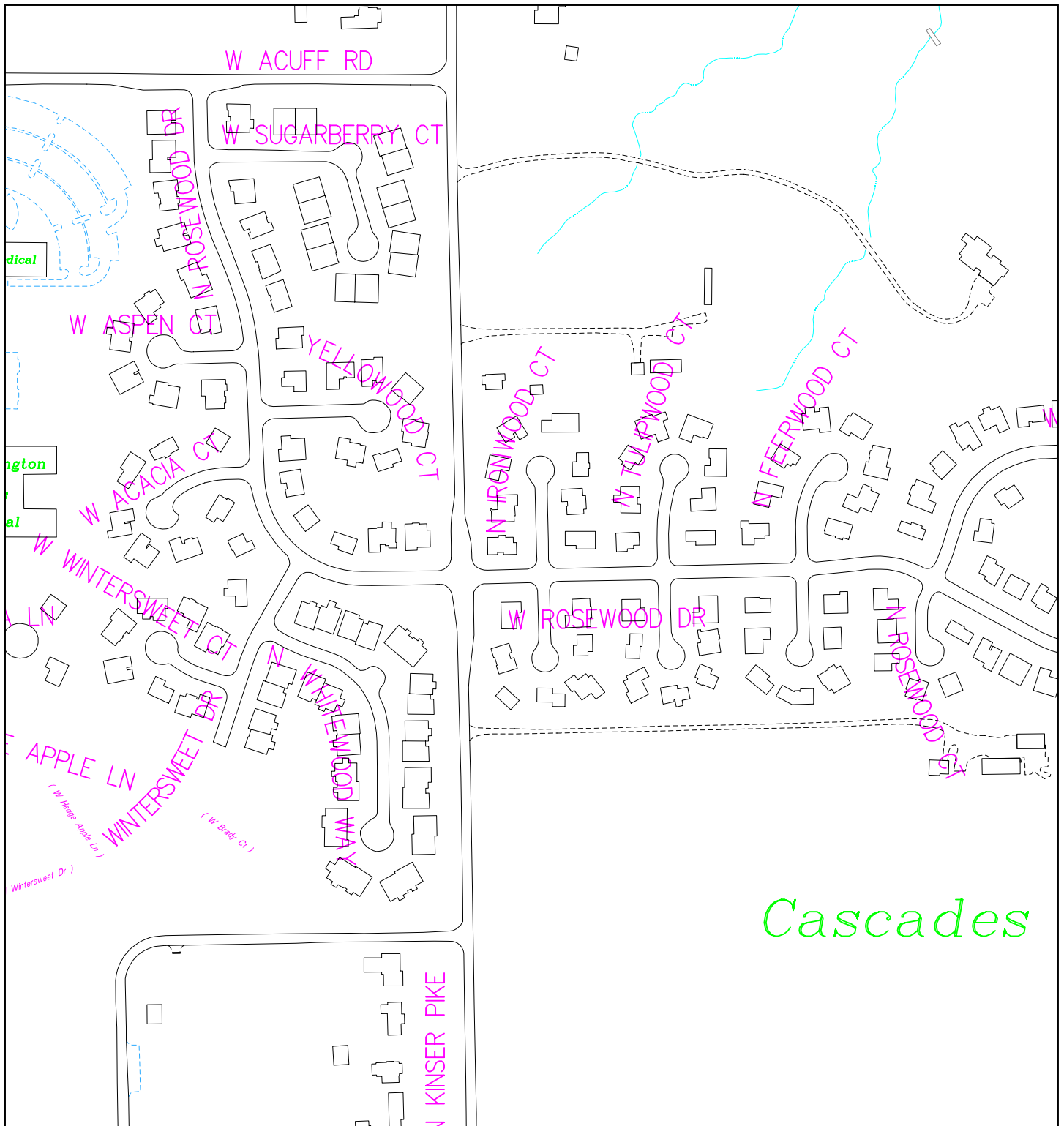
Signature

Board of Public Works Member

Printed Name

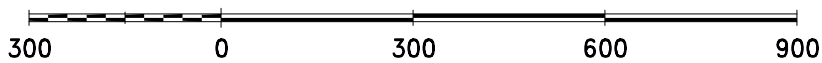
For Northwood Estates Neighborhood Association

Resolution 2013-80



Block Party

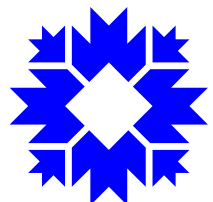
By: alexandr
9 Aug 13



For reference only; map information NOT warranted.



City of Bloomington
Engineering



Scale: 1" = 300'



Board of Public Works Staff Report

Project/Event: Noise Permit for Final POM Concert Series

Petitioner/Representative: The Park on Morton

Staff Representative: Miah

Meeting Date: August 13, 2013

Report: The Park on Morton is hosting a welcome back concert for its residents featuring electronic dance music DJ Matt Molewyk on Saturday, August 24 from 6 – 9 p.m. They will be playing amplified music at the event.

The Department of Economic and Sustainable Development supports the request.

Recommend **X Approval** ☐ **Denial** Miah Michaelsen

Location - In the Park - sets on the
South side of 12th St.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	"Final POM Concert Series"		
Location of Event:	The Park On Morton 710 N Morton St		
Date of Event:	8-24-13	Time of Event:	Start: 6p
Calendar Day of Week:	Saturday		End: 9p
Description of Event:	We will be hosting our final concert series in the Park w/ an EDM DJ Matt Molewuk to welcome back the Residents.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Kim Capps		
Organization:	The Park On Morton	Title:	Property Manager
Physical Address:	710 N Morton St Bloomington, IN 47404		
Email Address:	theparkmanager@bloomington.com	Phone Number:	812-339-7242
Signature:	Kim Capps	Date:	8-3-13

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 for Glo-in-the-Dark Pool Party

Petitioner/Representative: The Park on Morton

Staff Representative: Miah

Meeting Date: August 13, 2013

Report: The Park on Morton is hosting a welcoming event for its residents in the courtyard adjacent to their pool area featuring DJ Unique on Saturday, August 17 from 7 – 10 p.m. They will be playing amplified music at the event.

The Department of Economic and Sustainable Development supports the request.

Recommend **X Approval** ☐ **Denial** Miah Michaelsen

*Location - sits on the North side
of 12th St



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Glo-in-the-Dark Pool Party		
Location of Event:	The Park on Morton 710 N Morton St.		
Date of Event:	8-17-13	Time of Event:	Start: 7p End: 10p
Calendar Day of Week:	Saturday		
Description of Event:	We will be hosting a pool party w/ DJ Unique spinning music in the courtyard poolside to welcome our Residents!		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Kim Capps, Property Manager		
Organization:	The Park on Morton	Title:	Property Manager
Physical Address:	710 N Morton St Bloomington, IN 47404		
Email Address:	theparkmanager@bloomington.in.gov	Phone Number:	812-339-7242
Signature:	Kim Capps	Date:	8/13/13

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 for High Rock Church Anniversary Party

Petitioner/Representative: High Rock Church

Staff Representative: Miah

Meeting Date: August 13, 2013

Report: High Rock Church will be hosting an anniversary party at Building and Trades Park on Sunday, September 15. Amplified music will be played as part of the event.

The application requests that the permit be from 1:00 – 4:00 p.m.

The Department of Economic and Sustainable Development supports the request.

Recommend **X Approval** ☐ **Denial** Miah Michaelson



NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

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

Applicant Information

Name:			
Organization:		Title:	
Physical Address:			
Email Address:		Phone Number:	
Signature:		Date:	

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President

Date

James McNamara

Dr. Frank N. Hrisomalos



Board of Public Works Staff Report

Project/Event: Noise Permit for Zumba in the Park

Petitioner/Representative: City of Bloomington Parks & Recreation Department

Staff Representative: Miah

Meeting Date: August 13, 2013

Report: The City of Bloomington's Parks and Recreation Department is sponsoring Zumba in the Park at Waldron, Hill & Buskirk Park on Saturday, August 17 from 10 am – 11 am. and will be playing amplified music for the Zumbaers. The event is part of the Minutes to Win It challenge.

The Department of Economic and Sustainable Development supports this event

Recommend **X Approval** ☐ **Denial** Miah Michaelson



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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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

Name of Event:	Zumba in the Park		
Location of Event:	Waldron, Hill and Buskirk Park		
Date of Event:	August 17	Time of Event:	Start: 10am
Calendar Day of Week:	Saturday		End: 11am
Description of Event:	A one hour class for City of Bloomington employees and IUHealth employees as part of the Minutes To Win It challenge.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

↳ loud enough for class to hear

Applicant Information

Name:	Paula McDevitt		
Organization:	COB Parks and Recreation	Title:	Recreation Services Division Director
Physical Address:	401 N. Morton, Suite 150		
Email Address:	mcdevitp@bloomington.in.gov	Phone Number:	349-3713
Signature:	<i>Paula McDevitt</i>	Date:	7/29/2013

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: Rockport Road Phase II
Petitioner/Representative: n/a
Staff Representative: Adrian Reid
Date: 08/13/2013

Report:

The design work for Rockport Road improvements between Countryside Lane and Graham Drive is underway and on a very quick schedule with construction scheduled to begin in the Spring of 2014. Improvements include a sidewalk on the west side of Rockport, correction to the vertical alignment of Rockport, reconstructing Rockport Road pavement, storm water infrastructure, and new concrete curb.

In response to recent storm water issues adjacent to the north project limit of Rockport Phase II, staff is requesting an amendment to the design contract to include a regional storm water analysis of the drainage basin that passes through Evergreen Village. This analysis would include recommendations for existing detention ponds, stream channel improvements, detention pond upgrades, a hydraulic analysis & model, and a cost analysis of proposed improvements. The proposed amount added to the contract is \$21,520 using CDBG funding.

Recommendation and Supporting Justification: Staff recommends approval this design contract addendum with Clark Dietz, Inc. The timing of the Rockport project coincides with a local need to address storm water issues affecting neighboring houses. If some of these improvements can be addressed with the larger project, we can meet multiple needs with a reduced costs that would be incurred with multiple mobilizations, separate bidding processes, different contractor's, etc.

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

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

Board of Public Works
Staff Report

PROJECT NAME: Design for Rockport Road Improvements

ADDENDUM #1 TO AGREEMENT FOR CONSULTING SERVICES

This Addendum, made and entered into this ____ day of _____, 2013, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Clark Dietz, Inc. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board and the Consultant did enter into an Agreement for Consulting Services, dated June 18, 2013, in which the Consultant agreed to provide design of improvements along Rockport Road between Countryside Lane and Ralston Drive; and,

WHEREAS, the scope for this project focused on performing tasks including geotechnical investigations, survey, drafting, design, appraisal, and buying services; and,

WHEREAS, a drainage problem adjacent to the Rockport Road in the Evergreen Village has been identified and which has caused recent flooding issues in the neighborhood.

WHEREAS, the Board wishes to supplement the original Agreement to complete a study of the drainage problem area and recommend solutions.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree to the following:

Article 1: Scope of Services: Consultant shall provide additional services for the Board as set forth in Exhibit A, Scope of Work. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth. The Scope of Services as originally presented under the Agreement for Consulting Services is still in effect, and services under this Addendum #1 are additional services.

Article 4: Compensation: The Board shall pay Consultant an additional amount including fees and expenses, as set forth in Exhibit B, for these additional services which shall not exceed Twenty One Thousand Five Hundred Twenty Dollars (\$21,520). Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation under the Agreement for Consulting Services and this Addendum #1 shall not exceed Two Hundred Seventy Two Thousand and Twenty Dollars (\$272,020).

In WITNESS WHEREOF, the parties hereto have caused this Addendum #1 to the Agreement for Consulting Services to be executed the day and year first written above.

Owner

Consultant

City of Bloomington
Board of Public Works

Clark Dietz, Inc.

By: _____

Doug Valmore, P.E.
Vice President

By: _____

Mark Kruzan, Mayor

EXHIBIT A

Design for Rockport Road Improvements: Addendum #1

Evergreen Village Drainage Analysis

Scope of Services

1. Hydrologic/Hydraulic Modeling of Existing Drainage Basin – This task includes reviewing existing data and development of a computer hydrologic/hydraulic model of the existing drainage basin. Data includes the City's GIS (contours, roads, and infrastructure), statewide aerial photography, and record drawings of the subdivision. Surveying of existing channel cross sections and structures in the "focus area of study" will be performed by our sub consultant (USI Consultants). A detailed watershed delineation will be performed for the basin to determine drainage areas and compute runoff characteristics. Using this information an XPSWMM model will be prepared to compute the 100-, 25-, and 10-year storm flows, route the flows through the channel, and determine the floodplain elevations for the various events to identify critical flood prone areas.
2. Evaluation of Existing Detention Ponds – This task includes evaluating the effectiveness of the five existing detention ponds. The computer modeling will be compared to record drawings and subdivision drainage studies (if available) to confirm that they are functioning as designed.
3. Recommended Detention Pond Upgrades – This task will model possible improvements to existing detention ponds and identify potential additional new detention areas.
4. Channel Improvement Recommendations – This task will model channel improvements such as widening the channel and clearing trees from the flow line. A preliminary existing and proposed stream profile will be prepared.
5. Cost Analysis – Cost for detention pond upgrades and channel improvements will be developed in order to determine the overall cost effectiveness of alternatives.
6. Report Preparation – The findings of the analysis will be prepared in a report format that can be presented to the public as needed.

City of Bloomington, Indiana
Evergreen Village Drainage Analysis - Manhour Summary
7/24/2013

WORK TASKS	Sr. Proj. Mgr.	Engineer IV	Engineer III	Expenses	Total
1.0 Hydraulic/Hydraulic Modeling of Existing Drainage Basin					\$9,655
1.1 Obtain and review record drawings, topography, GIS layers, and aerial data		1	8		\$1,005
1.2 Survey 11 channel cross sections and 3 structures		2		\$4,800	\$5,050
1.3 Delineate watersheds and subbasins.		1	3		\$455
1.4 Develop hydrologic parameters for subbasins and detention ponds		1	3		\$455
1.5 Create the computer model (XPSWMM)	1	4	6		\$1,330
1.6 Evaluate the modeling and determine existing flows in channel	1	6	4		\$1,360
2.0 Evaluation of Existing Detention Ponds					\$2,450
2.1 Field visit each of the detention ponds noted in Figure 1 and document outfall structures			8	\$100	\$980
2.2 Evaluate modeled performance versus record drawings and drainage studies of subdivisions		4	1		\$610
2.3 Document findings of field visit and existing detention pond performance	1	2	4		\$860
3.0 Recommended Detention Pond Upgrades					\$2,000
3.1 Based on findings in 2.0 analyze possible upgrades to existing detention ponds		2			\$250
3.2 Identify possible locations of additional detention ponds and analyze with computer model	1	4	2		\$890
3.3 Document alternatives identified	1	2	4		\$860
4.0 Channel Improvement Recommendations					\$1,785
4.1 Calculate the required channel cross section based on calculated flows		1	1		\$235
4.2 Create existing and proposed channel profile		2	4		\$690
4.3 Document components of improvements for channel improvements	1	2	4		\$860
5.0 Cost Analysis					\$2,065
5.1 Work with utilizes department to determine opinion of probable cost for each recommendation		2	4		\$690
5.2 Analyze the effectiveness of various alternatives based on cost and flood reduction impacts	1	1	2		\$515
4.3 Document cost estimates and associated analysis	1	2	4		\$860
6.0 Report Preparation					\$3,565
5.1 Summarize findings of drainage analysis in report format with figures showing improvements	1	8	12		\$2,490
5.2 Meet with the City staff to review findings		8		\$75	\$1,075
TOTAL HOURS	9	55	74		
RATE/HR	\$170	\$125	\$110		
TOTAL COST	\$1,530	\$6,875	\$8,140	\$4,975	\$21,520