



Board of Public Works and Safety

Agenda Item

Cover Sheet

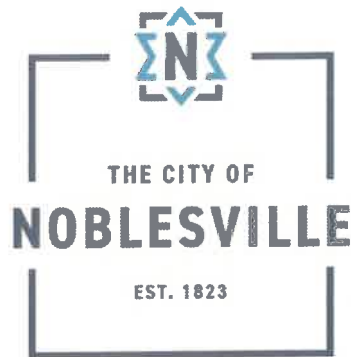
MEETING DATE: May 28, 2024

- Consent Agenda Item
- New Item for Discussion
- Previously Discussed Item
- Miscellaneous

ITEM #: 3

INITIATED BY: René Gulley

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets



TO: Noblesville Board of Public Works and Safety
FROM: René Gulley, Operations Manager Street Department
SUBJECT: Board to consider outside alley dining for Matteo's Restaurant
DATE: May 14, 2024

Attached you will find a request from Adson Franco of Matteo's Ristorante Italiano. As in years past, Mr. Franco is requesting to use the east alley for outside dining starting May 1st through October 15th. Matteo's has agreed to accommodate other activities in the alley when given at least two weeks' notice.

The committee recommends the Board of Public Works approve this alley activation.





NOBLESVILLE STREET DEPARTMENT
 1575 Pleasant Street, Noblesville IN
 Phone: 317-776-6348
www.noblesville.in.gov/street
 nsd@noblesville.in.gov

For Office Use Only

PERMIT NUMBER ENCR-0418-2024

PERMIT FEE _____ PAID _____

Encroachment Permit Application

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person, mail or email.
- No verbal transmissions will be accepted.

RECEIVED

APR 13 2024

BY: TC

Application Date 4-12-2024

Work Address 40 N. 9th St Subdivision _____

Name of Permittee / Contractor:
Matteo's RISTORANTE ITALIANO

Contact Name Adson Franco

Address 40 N. 9th St

City Noblesville **State** IN **Zip** 46060

Phone 317-408-3921 **Fax** 317-774-9771

Email afranco@matteosonline.com

Name of Sub- Contractor:

Contact Name _____

Address _____

City _____ **State** _____ **Zip** _____

Phone _____ **Fax** _____

Email _____

Location: Street [] Alley Sidewalk [] Shoulder/Berm []

Type: Cut [] Bore [] Trench [] Other [] Explain _____

New Construction [] Existing Construction []

Water [] Gas [] Electric [] Phone [] CATV [] Sewer [] Irrigation [] Trees []

Please describe proposed work: Requesting usage of East Alley for outdoor dining from May 1st to October 15th

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length _____ Width _____ Depth within Lanes _____

Sidewalk: Length _____ Width _____ Depth within Sidewalk _____

Type of Surface: Concrete [] Asphalt [] Gravel-Dirt [] Brick [] Other [] Explain _____

TRAFFIC PORTION AFFECTED BY PERMIT

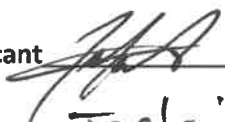
Width: _____ Length: _____ # of Lanes: _____ # of Lanes Closed: _____ # of hours Closed: _____

Vehicles/equipment left on site unattended? Yes _____ No _____ Unattended for: _____ weekdays _____ weekends

Estimated Start Date 5-1-2024 Estimated Completion Date 10-15-2024

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

1. It is understood that any permit by virtue of this request is revocable at the discretion of the City of Noblesville and that the same shall be voided if the terms and conditions below are not fulfilled by the applicant. The applicant hereby agrees to observe all requirements of the Encroachment Standards Ordinance, the submitted drawings, Noblesville Standards, and all other applicable local/country/state/ federal laws and regulations.
2. The undersigned shall notify the Designated Department a minimum of 48 hours prior to the time that work is to be performed. The undersigned will furnish placards identifying equipment, flashers, barricades and/or other warning devices at the construction site. When two-way traffic is confined to one lane, flagging personnel shall be required. Permittee must follow Chapter XVII of Title 29, Code of Federal Regulation, Part 1926 known as Safety & Health Regulation for Construction.
3. In cases where the work authorized by the permit will cause major interference with traffic flow on streets, Permittee shall provide a uniformed traffic officer when requested by the Designated Department to provide traffic control at the construction site. Work shall not be performed on any major arterials, streets and thoroughfares during rush hours or peak hours of vehicular traffic flow, unless in case of emergencies.
4. The Permittee shall not create a hazardous or unsafe situation at construction sites, which would cause injury or damage to vehicular and pedestrian traffic. The Permittee shall not leave unattended open cuts unprotected overnight or during weekend periods. Permission to use temporary steel plates or any authorized substitutes shall be requested at open cuts or construction sites. The Designated Department shall be notified of these steel plates or substitutes by the Permittee.
5. All construction equipment and/or vehicles left unattended for any length of time shall be parked in locations as to not create hazardous and unsafe situations to vehicular and pedestrian flow. The construction equipment and/or vehicles shall be parked in such a manner as to not restrict sight distance to vehicular traffic.
All construction equipment and/or vehicles are prohibited from driving on named trails, neighborhood perimeter trails, and sidewalks.
6. The Permittee shall hold harmless and indemnify the City of Noblesville from, for and against any claim of any person in tort, contract or otherwise arising out of the act or omissions of the Permittee, their agents, representatives, servants, contractors and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof of the Permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof. All existing utilities must be identified and located prior to all boring operations. Permittee shall be responsible for consequential damages to residents and businesses who are damaged during outages caused by these untimely accidents experienced by poorly coordinated utility borings and construction activities in the City right-of-way.
7. The Permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Director or his/her representative's approval.
8. The Permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
9. The Permittee shall be required upon completion of construction and/or work to notify the Director or his/her representative for inspection and verification. The construction and/or work shall be inspected prior to being accepted by the City of Noblesville as being complete. The Director or his/her representative shall perform the inspection.
10. Upon the completion of all open street cuts, permanent patches shall be in place no later than 20 working days from the temporary patch inspection date. Any construction work or repair measures utilized to close any open cuts made under this permit that are found to be unsatisfactory shall be corrected within 10 working days by the Permittee. The Permittee shall be responsible to maintain and repair any and all open cuts granted by this permit for a period of one year upon final acceptance, unless the City of Noblesville and/or other utilities, contractors or subcontractors or other parties remove, damage, modernize, replace, change any part or portion of the public right-of-way or facility or thereof granted under this permit.
11. The Permittee shall be given two (2) weeks' notice when events and other encroachment applications are submitted to and approved by the city for use of the space. Permittee agrees to proper storage of items including but not limited to tables and chairs within 24 hours prior to the start date of the other alley activity. At all other times, all items must be stored at the east end of the alley.

Signature of Applicant  Title Worker
Printed Name Joelcir Antunes Date 05-23-24
Company Name Matteo's Ristorante Italiano Phone Number _____

For Office Use Only:

Traffic Control Personnel: YES NO Uniform Police: YES NO Number of Personnel Necessary: _____

Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

Comments: _____

Director/ or representative _____ Date Approved _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/2024

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

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

| | | |
|--|--|--------------------------------------|
| PRODUCER The Hilb Group of Indiana, LLC dba Patriot Insurance 300 E Alto Road Kokomo IN 46902 | CONTACT NAME: Sarah Corby PHONE (A/C, No, Ext): (765) 453-6704 E-MAIL ADDRESS: scorby@hilbgroup.com | FAX (A/C, No): (765) 453-6726 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Brasa Viva, LLC 40 N 9th St Noblesville IN 46060-2203 | INSURER A: West Bend Mutual Insurance Co NAIC #: 15350 | |
| | INSURER B: Illinois Casualty Company NAIC #: 15571 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |


COVERAGES **CERTIFICATE NUMBER:** CL2431378875 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | A315453 | 09/10/2023 | 09/10/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | A315453 | 09/10/2023 | 09/10/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ | | | A315453 | 09/10/2023 | 09/10/2024 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | A371888 | 09/10/2023 | 09/10/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| B | Liquor Liability | | | LL103611 | 11/01/2023 | 11/01/2024 | Liquor Liability \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Noblesville is listed as an Additional Insured on the above GL policy.

| | |
|--|---|
| CERTIFICATE HOLDER City of Noblesville 16 S 10th Street Noblesville IN 46060 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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