

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/ 235-9251
FAX 574/ 235-9171

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

September 10, 2024

Mr. Rodney Klockow
Whole Hogz BBQ
209 S. Michigan St.
South Bend, Indiana 46601
partycrashdjs@gmail.com

RE: Sidewalk Café Permit – 209 S. Michigan St.

Dear Mr. Klockow:

At its September 10, 2024 meeting, the Board of Public Works approved your establishment's Sidewalk Café Permit application for the hours of operation you provided subject to proper ADA clearance from obstructions. Please be reminded that businesses are required to adhere to the provisions of their Sidewalk Café Agreement. A copy is enclosed for your records.

Please also be reminded that although the new application lasts for two (2) years from the date of approval, the City requires businesses to provide an updated Certificate of Insurance annually. We ask that you kindly mark your calendar with a reminder regarding this matter and provide us with the appropriate information one (1) year from now.

If you have any further questions, please call this office at (574) 235-9251.

Sincerely,

/s/ Theresa Heffner

Theresa Heffner, Clerk

Enclosures
TH/hh



**INTEROFFICE MEMORANDUM
BOARD OF PUBLIC WORKS**

DATE: July 31, 2024
Kyle Ludlow, Engineering Department
Derek Erquhart, Fire Department

TO: Chris Dressel, Community Investment
Brad Rohrscheib, Police Department

FROM: Theresa Heffner, Clerk

SUBJECT: **SIDEWALK CAFÉ RECOMMENDATION –
Whole Hogz BBQ**

LOCATION: 209 S. Michigan St.

**PLEASE INSERT YOUR RECOMMENDATIONS IN THE APPROPRIATE FIELD BELOW,
BASED ON THE FOLLOWING ORDINANCE CRITERIA (Sec. 18-15):**

1. The sidewalk cafe conforms to all regulations of the City and of all laws affecting the use and maintenance of such business.

2. Outdoor cafés and seating areas shall be so located as to maintain maximum sidewalk width and clearance for wheelchair accessibility which shall exclude that portion of a sidewalk reserved as a protected bike lane. Sidewalk clearance is required between outdoor café structures, landscaping or other barriers and the curb or the closest edge of the separated bike lane. Maximum sidewalk wheelchair clearance is presumed to be at least five (5) feet (sixty (60) inches) consistent with Public Right-of-Way Accessibility Guidelines (PROWAG). However, under limited circumstances, where strict compliance with the five (5) feet pedestrian sidewalk ADA access would prevent, substantially impair, or render unfeasible the existence of a viable sidewalk café, then the pedestrian ADA sidewalk access area may be reduced from five (5) feet but to no less than four (4) feet to allow for a sidewalk café. The request for a reduction of sidewalk width clearance will be approved only if it is determined to be non-detrimental to the health, safety, or general welfare of the public, including persons with disabilities. The City's ADA Coordinator should be consulted where an exception is not clear or obvious. These requests must be reviewed in the context of all requests, or potential requests, for use of public sidewalk within the entire block. The request for a reduction of sidewalk width clearance may be approved only if it is determined to be non-detrimental to the health, safety, or general welfare of the public, including persons with disabilities.

Among the circumstances that may justify such departure from the prescribed five

(5) feet access are the following:

- a. When a small vertical obstruction, such as a light pole, traffic control sign, planter or affixed street furniture reasonably prevents the continuation of five (5) feet clearance for a short distance of thirty (30) inches or less. If a distance greater than thirty (30) inches is sought, there must be consultation with the City's ADA Coordinator.
 - b. In instances where there is limited sidewalk width (fifteen (15) feet or less) available and a separated protected bike lane is parallel to and on the same vertical plane, level with, or an extension of the sidewalk, with no vertical obstruction, then for a business purpose such as a sidewalk café, bike rack, or other similar purpose, a portion of the protected bike lane may be authorized for use to make up for the needed reduced sidewalk clearance width. The required clear pedestrian path of not less than four (4) feet may extend into the separated protected bike lane provided that a minimum of six (6) feet of that bike lane is preserved solely for bicycle use (constituting five (5) feet of bike path and a one-foot buffer between bikes and pedestrians). The applicant at its expense shall display the City's prescribed form of Shared Zone signage to alert users to the change in conditions.
3. The sidewalk cafe is not detrimental to the health, safety, or general welfare of the public, including persons with disabilities.
 4. The sidewalk cafe does not interfere with pedestrians or persons traveling along the sidewalk.

PUBLIC WORKS: Favorable

COMMUNITY INVESTMENT: Favorable contingent on meeting the minimum ADA Clearances.

FIRE: Favorable Recommendation

POLICE: Favorable recommendation



SIDEWALK CAFÉ APPLICATION

City of South Bend – Board of Public Works
227 W. Jefferson Boulevard, Ste. 1316
South Bend, IN 46601

RESTAURANT/BUSINESS INFORMATION:

Name of Restaurant/Business: Whole Hogz BBQ
Address of Proposed Sidewalk Café: 209 S. Michigan St.
Mailing Address: 209 S. Michigan St.

APPLICANT INFORMATION:

Applicant Legal Name: Rodney Klockow Phone: 574-575-9941
Title: Owner Manager Other Partner
Email Address: partycrashdjs@gmail.com

INCLUDE THE FOLLOWING ITEMS WITH YOUR APPLICATION:

- Completed application including \$10 fee. Make checks payable to City of South Bend.
- Site plan depicting the proposed sidewalk café showing placement/dimensions.
- Completed Agreement
- Certificate of Insurance (\$1,000,000/occurrence and \$300,000 person naming the City of South Bend as additional insured)

AFFIRMATION

I, the undersigned, agree that I will abide by all of the provisions of Section 18-15 of the South Bend Municipal Code and with all the provisions stated above as conditions of the issuance of this Permit. I further agree to indemnify, defend and hold harmless the City of South Bend from any liability, loss, cost, damage or expenses, including attorney fees, which the City may suffer or incur as the result of any use of the public sidewalks for a sidewalk café as permitted herein. I do hereby certify and affirm that all the information given in this application is true to the best of my knowledge.

Signature of Applicant: Rodney Klockow Date: 7/30/24

OFFICE USE ONLY: Date Received: <u>7/31/24</u>	Fee Paid: <u>\$10.00</u>	Approval Date:
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AGREEMENT FOR TEMPORARY USE OF THE PUBLIC SIDEWALK FOR A SIDEWALK CAFÉ

This Agreement is entered into this 30th day of July, 2024, by and between the City of South Bend, Indiana, by and through its Board of Public Works (hereinafter, "City") and Whole Hogz BBQ (hereinafter, "Permittee").

WHEREAS, Permittee has made application to the City for a permit to use a portion of the public sidewalk for a sidewalk café in front of Permittee's business at:

Business Name: Whole Hogz BBQ
Address: 209 S. Michigan St.
City, State, Zip: South Bend, IN 46607
Email Address: PARTYCRASH0JS@gmail.com
Contact Phone: 574-575-9941

WHEREAS, the site for the proposed sidewalk café has been reviewed by the City's Board of Public Works, and it has been determined that allowing Permittee to utilize a portion of the public sidewalk at that location will not interfere with pedestrian traffic along the sidewalk; and

WHEREAS, the City has reviewed the Petitioner's application, along with the drawing, descriptions, and or information sufficient to enable the City to determine that the exterior perimeter of the proposed sidewalk café will be in compliance with the guidelines for that area, and the City has approved the perimeter design of the proposed sidewalk café; and

WHEREAS, the City has determined that operation of a sidewalk café at the location proposed in the site plan provided will not be detrimental to the health, safety, or general welfare of the public.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

1) Pursuant to 18-15 of the South Bend Municipal Code the City hereby grants Permittee a permit to use a portion of the public sidewalk at the following location (attach a drawing):

Address: 209 S. Michigan St.

2) The permit granted herein is for the sole purpose of permitting the temporary use of a portion of the public sidewalk for the operation of a sidewalk café in front of the above referred to address during the hours of:

Days/Hours of Sidewalk Café Operation:

11AM - 10pm (M-T) 11AM - 11:59pm (F+Sat)

3) The term of the permit shall be for two years from the date of issuance.

4) Permittee shall pay Ten Dollars (\$10.00) to the City for the permit granted herein as required by 18-15 of the Municipal Code.

5) The permit granted herein shall be for the use of only the area described above, which area is located in front of Permittee's business establishment. Nothing contained herein shall permit Permittee to operate a sidewalk café in front of any other business other than Permittee's.

6) The placement of the sidewalk café shall allow five (5) feet of open sidewalk for ADA and pedestrian access, except in special circumstances as defined in Section 18-15 of the South Bend Municipal Code.

7) Permittee shall limit the operation of the sidewalk café to the area described above, and shall place a portable chain, rope, lattice, or similar barrier along the perimeter of the described area in order to separate it from the remaining sidewalk area.

8) Permittee is responsible for compliance with all federal, state, and local laws and regulations affecting the operation of their sidewalk cafe. These include but are not limited to regulation of alcoholic beverages and the Americans with Disabilities Act (ADA), and specifically ADA requirements for accessibility and accommodation into and within the sidewalk cafe service area.

9) Permittee agrees to maintain the area encompassed in this Agreement and adjoining public sidewalk area in a clean and sanitary condition, free from litter and debris generated by the use of the sidewalk for restaurant purposes.

10) If required by the City, Permittee shall provide and maintain a closed trash container as part of its sidewalk café operation. Such closed container shall be of a type and shall be placed as determined by the City.

11) Permittee shall not affix any items to the public sidewalk or use the area permitted herein in such a way that the public sidewalk is damaged.

12) Permittee shall indemnify, defend and save harmless the City from any and all damage, injuries, losses, claims, demands or costs of any kind resulting from or arising out of the use of public sidewalk by Permittee for a sidewalk café.

13) Permittee shall provide and maintain during the term of this permit policy of

public liability insurance, with coverage not less than \$300,000 per person and \$1,000,000 per occurrence, naming the City as an additional insured as to the sidewalk café operations. Permittee shall provide a Certificate of Insurance to the City showing liability coverage as required above and providing for not less than 30 days' notice to the City's Board of Public works prior to cancellation.

14) Should Permittee fail to comply with any of the terms or conditions of this Agreement, the City, by its Board of Public Works, may revoke the permit to utilize the public sidewalks as granted herein.

15) The rights granted herein may not be assigned by Permittee.

16) **Notification of approval/denial of this request will be issued by return of this form, upon signed authorization by the Board of Public Works. Please provide a contact email.**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

Permittee Signature: Rodney Klockow
Name: Rodney Klockow
Title: Partner / Owner Date: 7/30/24

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS

Elizabeth A. Maradik

Elizabeth A. Maradik, President

Joseph R. Molnar

Joseph R. Molnar, Vice President

Gary A. Gilot

Gary A. Gilot, Member

Briana Micou

Briana Micou, Member

Murray L. Miller

Murray L. Miller, Member

Theresa M. Heffner

Attest: Theresa M. Heffner, Clerk

Date: September 10, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2024

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 Simply Business 1 Beacon Street 15th Floor Boston, MA 02108	CONTACT NAME: Simply Business PHONE (A/C, No, Ext): (866) 538-7491 E-MAIL ADDRESS: contactus@simplybusiness.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE
INSURED Whole Hogz BBQ 209 S Michigan St South Bend, Indiana 46601	INSURER A: Spinnaker Insurance Company NAIC # 24376
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

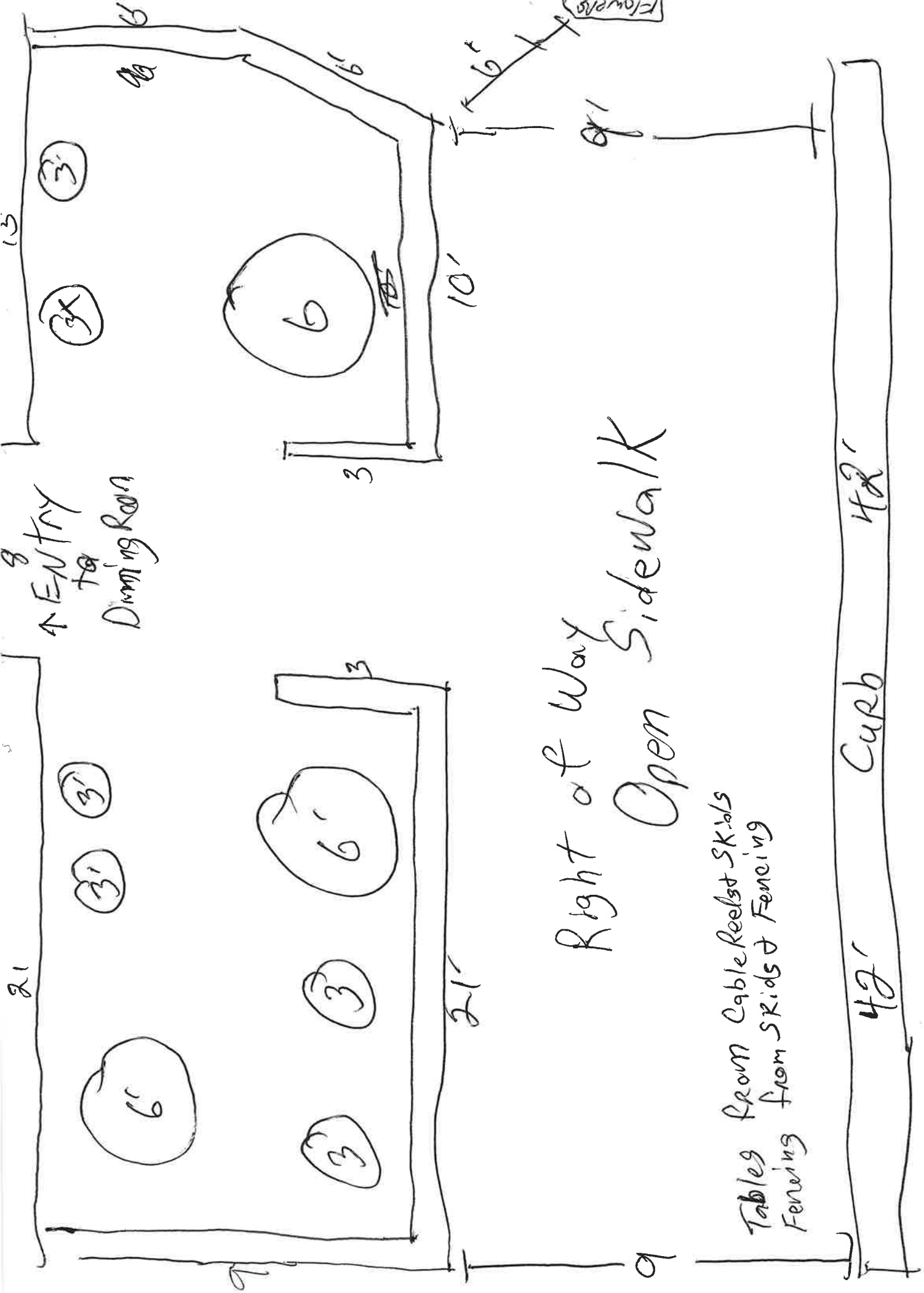
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HWBOP4588295XB1	07/30/2024	07/30/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE	OTH-ER
						E. L. EACH ACCIDENT	\$
						E. L. DISEASE - EA EMPLOYEE	\$
						E. L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER City of South Bend 227 W Jefferson Suite 1316 South Bend, IN 46601	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



↑ ENTRY
Dinning Room

Right of Way Sidewalk
Open

Tables from Cable Reelst Skids
Fencing from Skids & Fencing

Curb 42'

42'

Flowers

RECEIPT

DATE _____

No. _____

\$ _____

RECEIVED FROM _____

_____ DOLLARS

 FOR RENT FOR _____

ACCOUNT		
PAYMENT		
BAL. DUE		

 CASH CHECK MONEY
ORDER CREDIT
CARD

FROM _____

TO _____

BY _____

3-11