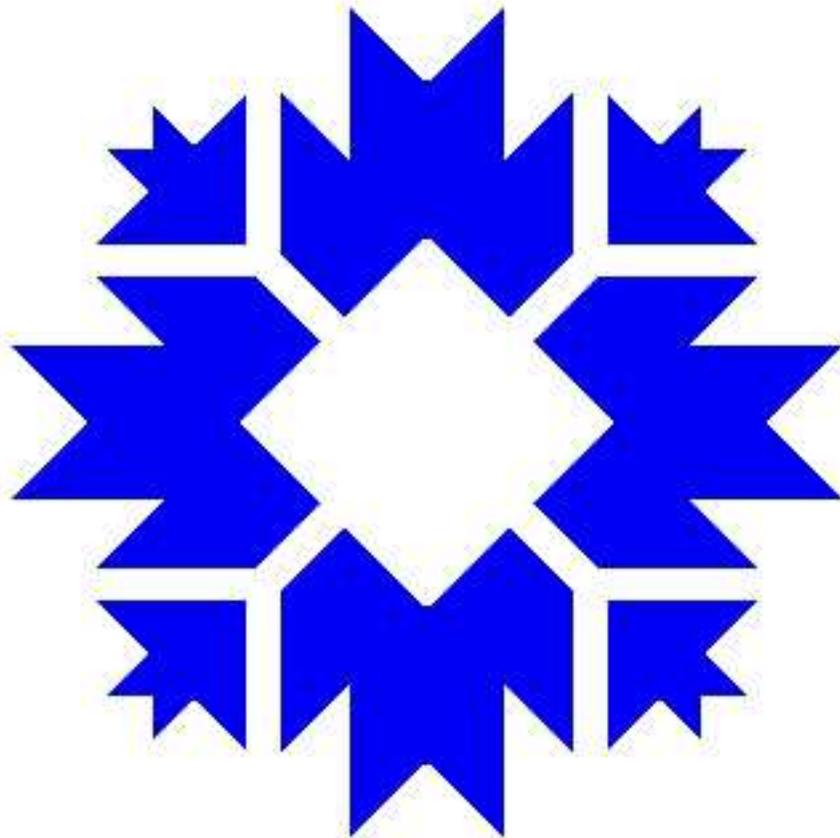


Board of Public Works Meeting

May 6, 2015



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

A Regular Meeting of the Board of Public Work to be Held Wednesday, May 6, 2015 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

- I. MESSAGES FROM BOARD MEMBERS**
- II. APPROVAL OF MINUTES – April 21, 2015**
- III. PETITIONS & REMONSTRANCES**
- IV. TITLE VI ENFORCEMENT**
- V. NEW BUSINESS**
 - 1. Request for Noise Permit for the 2015 Graduation Gift at Rush Hour Station (Saturday, 5/9)**
 - 2. Request for Noise Permit for The Project School Carnival at Bryan Park (Saturday, 9/19)**
 - 3. Resolution 2015-35: Approve Special Events for 2015 Calendar Year**
 - 4. Resolution 2015-36: Use of Public Streets and Sidewalks for The Magnificent 7 Road Race Series 7K Run (Saturday, 5/16)**
 - 5. Resolution 2015-37: Use of Public Sidewalk for CFC Sidewalk Sale at Fountain Square Mall (Saturday, 6/20)**
 - 6. Resolution 2015-38: Use of Public Street for IU Student Life and Learning Involvement Fair (Wednesday, 9/2)**
 - 7. Resolution 2015-39: Allow Mobile Vendor to Operate in Public Right of Way (David Howard-La Pablana)**
 - 8. Resolution 2015-40: Approve Infrastructure Management Plan for Public Sidewalks for 2015 Calendar Year**
 - 9. Award Printing Services Contract with Safeguard Print and Promo for Trash and Yardwaste Stickers**
 - 10. Resolution 2015-41: Public Need to Acquire Right of Way for the 3rd and Jordan Project**
 - 11. Approve Amendment #3 for Consulting Services with Eagle Ridge Civil Engineering Services for 3rd and Jordan Project**
 - 12. Approve INDOT/LPA Right of Way Services Contract with Crossroad Engineers for Old N. SR 37 and N. Dunn Street Project**
 - 13. Approve Maintenance Services Agreement with Hostetler Concrete for the N. Kinser Pike Ditch Cleanup Project**

14. Approve Mowing Services Contract with City Lawn for City Owned Properties

15. Approve Tack Oil Agreement with Bloomington Seal Coating and Paving

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF PAYROLL

VIII. APPROVAL OF CLAIMS

XI. ADJOURNMENT

The Board of Public Works meeting was held on Tuesday, April 21, 2015 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
Frank Hrisomalos

ROLL CALL

City Staff: Susie Johnson, Public Works
Miah Michaelson – ESD
Jackie Moore - City Legal
Julie Martindale – Controller’s Office
Christina Smith – Public Works
Laurel Waters - OOTC

No messages

**MESSAGES FROM
BOARD MEMBERS**

McNamara moved to approve minutes from April 7, 2015.
Hrisomalos seconded the motion. The motion passed.

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

SEALED QUOTES

The bids were open by Zietlow: Bids are as follows:

**Open Sealed Quotes for
Trash and Yard Waste
Stickers**

Baugh Enterprises
Quantity:
220,000 \$6,425.95
440,000 \$10,762.39
660,000 \$15,035.47
880,000 \$19,528.75

Safeguard
Quantity:
220,000 \$4,989.40
440,000 \$9,146.40
660,000 \$12,810.60
880,000 \$17,001.60

Julie Martindale with the Controller's office stated the quotes will be reviewed this week. A recommendation will be made at the next meeting.

None

**TITLE VI
ENFORCEMENT**

NEW BUSINESS

Miah Michaelson, ESD, introduced herself. Miah explained Food Truck Fridays at Chocolate Moose are back for the season. Chocolate Moose has been hosting these food trucks with great success. They would like to have live music. The festivities go on until about 9:00 p.m. This is become a nice Friday event. Any food truck has to have a license from the Health Department. The noise permit starts Friday, April 10, 2015 to November 27, 2015.

**Request for Noise Permit
for Food Truck Fridays
at the Chocolate Moose
(Friday, 4/10 - Friday,
11/27)**

McNamara made a motion to approve the motion for Food Truck Fridays at the Chocolate Moose from Friday, April 10, 2015 to Friday November 27, 2014. Hrisomalos seconded the motion. The motion passed. Noise permit approved.

Miah explained a musician would like to play music in the parking lot of Boomerang located at 7th and Madison Streets during Saturday morning hours through summer. Miah stated after discussing with Farmer's Market Staff they would like a couple of weeks to see if there are any conflicts with noise from Farmer's Market. If these dates work, then they will come back with additional dates. This is a small ensemble that might have amplified music sometimes.

Request for Noise Permit for Marta Jasicki's Live Music Performances at Boomerang (Saturday, 4/25, 5/2, & 5/9)

McNamara made a motion to approve Noise Permit for Marta Jasicki's Live Music Performances at Boomerang on Saturday, April 25, May 2, and May 9, 2015. Hrisomalos seconded the motion. The motion passed. Noise Permit approved.

Miah explained this request is from the Pediatric Hydrocephalus Foundation They will be hosting a PHF Family Fun Day and Walk for Hydrocephalus at Bryan Park on Saturday, September 12 from 10:30 a.m. to 2:00 p.m. as a fundraiser for their organization. They are requesting a Noise Permit for emcee announcements and instructions for participants. They have received permission from the Parks Department to host this event.

Request for Noise Permit for PHF Family Fun Day at Bryan Park North Shelter (Saturday, 9/12)

McNamara moved to approve the request for Noise Permit for PHF Family Fun Day at Bryan Park on Saturday, September 12, 2015. Hrisomalos seconded the motion. The motion passed. Noise Permit approved.

Miah explained Rachel Weaver has requested a Noise Permit for a Cinco de Mayo Birthday Party at Bryan Park North Shelter on Saturday, May 2, 2015 from 2 p.m. until 9 p.m. so that a DJ can play amplified music.. Parks has given permission for this private party and have no problem with issuing a Noise Permit for the event.

Request for Noise Permit for Cinco De Mayo Birthday Party at Bryan Park North Shelter (Saturday, 5/2)

McNamara moved to approve request for Noise Permit for Cinco De Mayo Birthday Party at Bryan Park North Shelter on Saturday, May 2, 2015. Hrisomalos seconded the motion. The Motion passed. Noise Permit approved.

Miah explained Ivy Tech would like to dedicate their Arts Plaza on June 5 2015 with an event from 3:00 - 7:00 p.m. Organizers are requesting to reserve four (4) parking spaces on the north side of the W. 4th Street. The are also requesting a Noise Permit for announcements and music.

Resolution 2015-34: Use of Public Parking Spaces and Request for Noise Permit for Ivy Tech John Waldron Arts Center Plaza Dedication (Friday, 6/5)

Hrisomalos asked about a sculpture which Miah stated will come later, this is only the dedication of the plaza

McNamara moved to approve Resolution 2015-24: Use of Public Parking Spaces and Request for Noise Permit for Ivy Tech John Waldron Arts Center Plaza Dedication on Friday, June 5, 2015. Hrisomalos seconded the motion. Zietlow added it was looking very nice. The motion passed. Resolution 2015-24 approved.

Zietlow asked about the Quaff On event. Staff stated there were no complaints to BPD nor to Public Works.

STAFF REPORTS & OTHER BUSINESS

Chris Smith read into the record an Outdoor Seating and Merchandising Permit for Z and C Teriyaki and Sushi Restaurant, 430 E. Kirkwood Avenue, Permit #15-004 that the Board will be asked to sign.

.McNamara moved to approve payroll claims. Hrisomalos seconded the motion. The motion passed. Payroll claims in the amount of #357,613.58 approved.

PAYROLL CLAIMS

McNamara made a motion to approve claims. Hrisomalos seconded the motion. The motion passed. Claims approved in the amount of \$382,576.14.

APPROVAL OF CLAIMS

McNamara made a motion to adjourn the meeting. Hrisomalos seconded the motion. The meeting adjourned at 5:51.

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: The Graduation Gift

Petitioner/Representative: Rush Hour

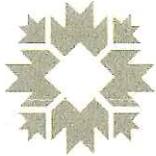
Staff Representative: Miah

Meeting Date: May 6, 2015

Event Date: Saturday, May 9, 2015

Rush Hour restaurant would like to host a goodbye music event for IU students, Saturday, May 9, 2015 from 6:00 p.m. – 7:30 p.m. They are requesting a noise permit so that they may have amplified music and announcements during the event.

Staff supports the noise permit request.



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: 2015 Graduation ~~Gift~~ Gift

Location of Event: 421 E. Third St. Ste 8

Date of Event: May 9

Calendar Day of Week: 2nd week

Description of Event: MUSIC TO SAID GOODBYE to ALL the Graduation that help our business to be successful. Our present to them.

Time of Event: Start: 6:00 End: 7:30

Source of Noise: Live Band Instrument Loudspeaker Will Noise be Amplified? Yes No (won't be too loud, I already had them.)

Is this a Charity Event? Yes No If Yes, to Benefit:

Applicant Information

Name: Robyn Mai

Organization: Rush Hair Station

Physical Address: 421 E. Third St. Ste 8

Email Address: Rushhairstation@yahoo.com

Signature:

Title: owner

Phone Number: 812 323-7874 (RUSH)

Date: 4/22/2015

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

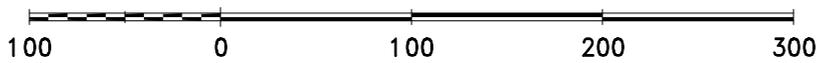
James McNamara

Date _____ Dr. Frank N. Hrisomalos

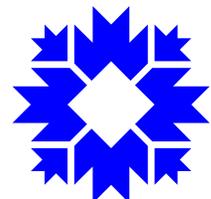


Rush Hour Station located in Colstone Square Building

By: smithc
30 Apr 15



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: The Project School Carnival

Petitioner/Representative: The Project School Carnival

Staff Representative: Miah

Meeting Date: May 6, 2015

Event Date: Saturday, September 19, 2015

The Project School will be doing a school carnival at Bryan Park on Saturday, September 19, 2015 from 10 a.m. – 6 p.m. They are requesting a noise permit so that they may have amplified music and announcements during the event.

The Project School has permission from the Parks and Recreation Department to utilize the park for this event.

Staff supports the noise permit request.



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:	The Project School Carnival				
Location of Event:	Bryant Park				
Date of Event:	9/19/15	Time of Event:	Start: 10 am	End:	6 pm
Description of Noise:	live music; games & people				
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Other:	
Will Noise be Amplified?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

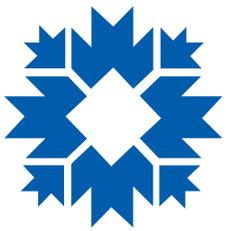
Applicant Information

Name:	Amy Jackson				
Organization:	The Project School	Title:	Philanthropy & Outreach Dir.		
Physical Address:	349 S. Walnut Bloomington 47401				
Email Address:	ajackson@theprojectschool.org	Phone Number:	812 272 5035		
Signature:	<i>Amy Jackson</i>	Date:	4/14/15		

FOR CITY OF BLOOMINGTON USE ONLY

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

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



CITY OF BLOOMINGTON
parks and recreation

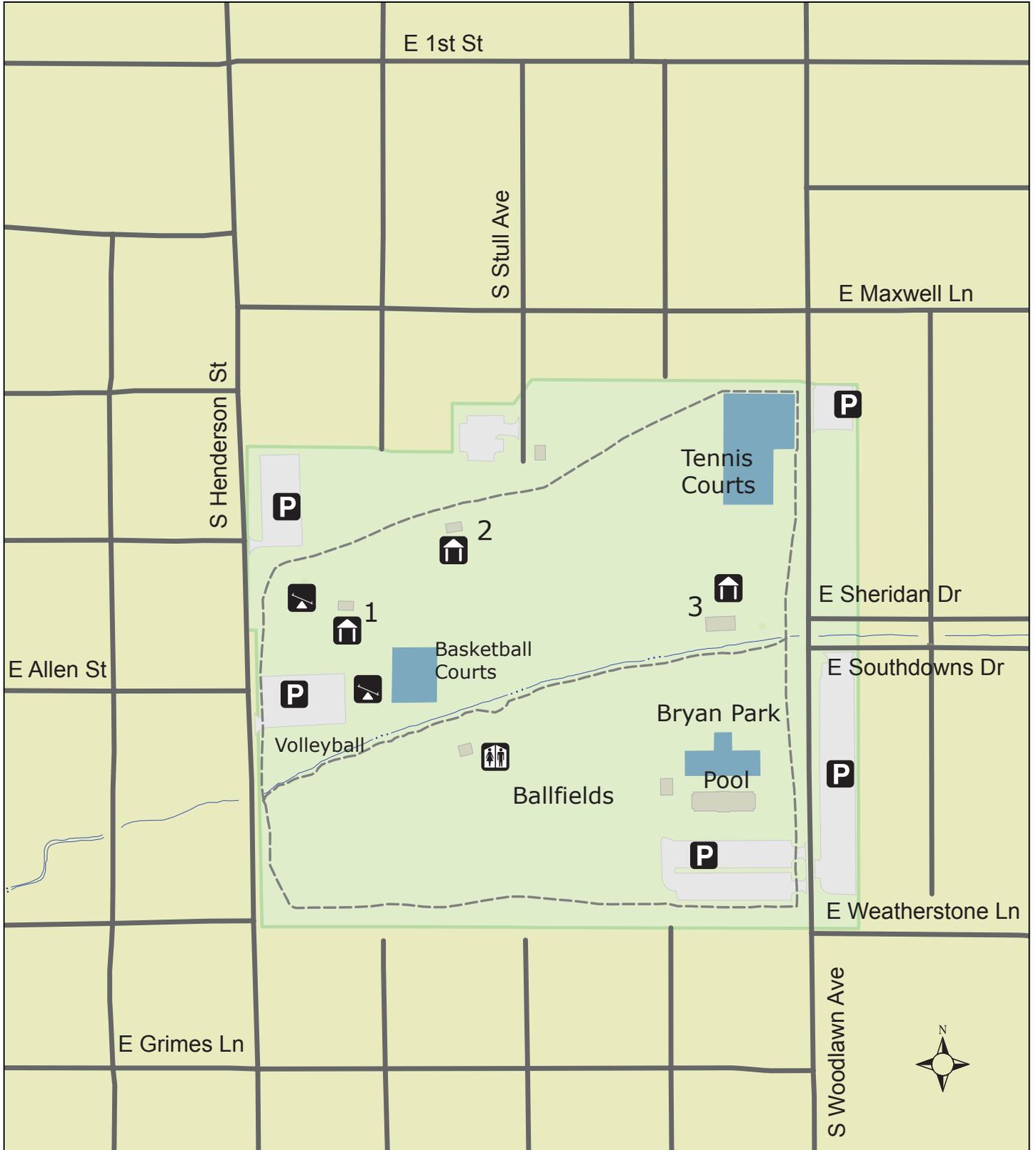
Bryan Park

1001 S Henderson Street

Legend	Restrooms
Parking	Shelter
Playground	Trail

Shelters
2 - North

1 - Henderson
3 - Woodlawn





Board of Public Works Staff Report

Project/Event: Resolution Designating Special Events

Staff Representative: Miah

Meeting Date: May 6, 2015

Bloomington Municipal Code Chapters 4.16 (*Solicitors*), 4.28 (*Mobile Food Vendors*), and 4.30 (*Pushcarts*) regulates mobile retail activity. In these chapters, location restrictions for mobile retailers are placed around certain functions, events and occurrences which are called "Special Events".

The designation of a function, event or occurrence as a "Special Event" prohibits solicitors, mobile food vendors and/or pushcarts from operating within a one-block radius of said "Special Event" unless prior approval has been granted by either the operator of the "Special Event" or the Board of Public Works.

This resolution declares certain annual events as being "Special Events" as called for in Municipal Code; other events which staff believe warrant similar designation will come forward to the Board periodically also designated a "Special Event". These events will enjoy the same ability to restrict mobile retail activity as annual events do.

RESOLUTION 2015-35
APPROVE SPECIAL EVENTS FOR 2015 CALENDAR YEAR

WHEREAS, the City of Bloomington Board of Public Works is authorized by Bloomington Municipal Code Chapters 4.16 (*Solicitors*), 4.28 (*Mobile Food Vendors*), and 4.30 (*Pushcarts*) to declare certain functions, events and occurrences as "Special Events"; and

WHEREAS, the designation of a function, event or occurrence as a "Special Event" prohibits solicitors, mobile food vendors and/or pushcarts from operating within a one-block radius of said "Special Event" unless prior approval has been granted by either the operator of the "Special Event" or the Board of Public Works; and

WHEREAS, staff for the City of Bloomington has requested that certain known functions, events and/or occurrences be declared "Special Events" for the 2015 calendar year;

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

1. The following functions, events, and/or occurrences are hereby declared "Special Events" for purposes of Bloomington Municipal Code Chapters 4.16, 4.28 and/or 4.30 for the 2015 calendar year:

City of Bloomington Farmers' Market;
City of Bloomington Holiday Market;
The Taste of Bloomington;
Lotus World Music & Arts Festival;
The Fourth Street Festival;
Arts Fair on the Square;
Strawberry Festival;
Canopy of Lights; and
Fourth of July Parade.

2. Any and all properly licensed solicitors, mobile food vendors, and pushcarts shall be permitted to petition the operators of the above-listed "Special Events" and/or this Board of Public Works for permission to operate within fifty feet of said "Special Event".
3. This Resolution shall not prohibit this Board of Public Works from declaring other additional functions, events, and/or occurrences as "Special Events" in the future.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this ___ day of _____, 2015.

Charlotte Zietlow, President

Attest: _____
Susie Johnson, Director of Public Works



Board of Public Works Staff Report

Project/Event: Magnificent 7 Road Race Series

Petitioner/Representative: Jo Throckmorton

Staff Representative: Miah

Meeting Date: May 6, 2015

The Magnificent 7 Road Race Series is sponsoring a 7K run on Saturday, May 16, 2015, which will start at 10:00 a.m. The route includes E. Miller Drive, S. Henderson Street, E. North Drive, E. South Drive, S. Winslow Court, Burberry Lane, E. Graham Drive, E. Hickory Stick Drive, Moss Creek Circle, E. Moss Creek Drive, S. Highland Avenue, S. Olive Street, S. Maxwell Street, and S. Walnut Street This is a fund raiser for the Magnificent 7 Race Series.

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

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

Staff recommends approval.

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

RESOLUTION 2015-36
THE MAGNIFICENT 7 ROAD RACE SERIES

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

WHEREAS, Magnificent 7 Road Race Series has requested use of city streets to conduct a 7k Run; and

WHEREAS, Magnificent 7 has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets and sidewalks may be utilized to conduct the Magnificent 7 Road Race Series 7k between the hours of 9:00 a.m. and 1:00 p.m., on Saturday, May 16, 2015: E. Miller Drive, S. Henderson Street, E. North Drive, E. South Drive, S. Winslow Court, Burberry Lane, E. Graham Drive, E. Hickory Stick Drive, Moss Creek Circle, E. Moss Creek Drive, S. Highland Avenue, S. Maxwell Street, E. Olive Street.
2. The street limitations outlined above are for the purposes of allowing Magnificent 7 Road Race Series 7k to provide a fitness event of high quality that is mutually beneficial to participants and the community on Saturday, May 16, 2015.
3. The Magnificent 7 Road Race Series shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Bloomington Housing Authority agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. The Magnificent 7 Road Race Series agrees to close the streets not before 9:00 a.m. on Saturday, May 16, 2015, and to remove barricades and signage by 1:00 p.m. on Saturday, May 16, 2015.
4. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
5. The Magnificent 7 Road Race Series shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.
6. In consideration for the use of the City's property and to the fullest extent permitted by law, the Magnificent 7 Road Race Series, for itself, its officers, directors, agents,

employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") 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.

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.

ADOPTED THIS ____ DAY OF _____, 2015.

BOARD OF PUBLIC WORKS:

THE MAGNIFICENT 7 ROAD RACE SERIES

Charlotte Zietlow, President

Signature

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Position

Date

Date

City of Bloomington
PARADE PERMIT APPLICATION

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

Organization name and mailing address:

Smith's Shoe Center, 1917 S. Walnut, Bloomington, IN

Contact person and phone number:

Jo Throckmorton, 272-4789, jo@blueacemedia.com

Information regarding proposed parade:

Date: Saturday, May 16, 2015

Time of commencement: 10:00 a.m.

Expected duration: On the Roadway for one hour and 20 minutes only

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

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

Expected number of participants: approximately 250

Please describe general make-up of the parade:

This is a 7K race. As many as 300 runners may participate. The event will end exactly one-hour and 20 minutes after the start of the race. All runners on the course after this time will be instructed to use available sidewalks and to follow all traffic rules.

Traffic control shall be supplied by:

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

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

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

_____ (date).



Signature of Race Manager: Jo Throckmorton, February 7, 2015

Permit Granted _____ **Permit Denied** _____

Chief of Police, Bloomington, Indiana

Date

Action taken by Police Department:

The permit is granted _____, with the following conditions:

The permit is denied _____
For the following reasons:





Board of Public Works Staff Report

Project/Event: Sidewalk Sale
Petitioner/Representative: CFC Properties
Staff Representative: Miah
Meeting Date: May 6, 2015
Event Date(s): June 20

CFC Properties in conjunction with Arts Fair on the Square wishes to host a sidewalk sale on Saturday, June 20 from 9 a.m. – 6:00 p.m. on the sidewalk directly in front of Fountain Square between Walnut Street and College Avenue to provide a more festive atmosphere with the goal of attracting additional visitors downtown.

Staff supports the request.

RESOLUTION 2015-37
CFC PROPERTIES SIDEWALK SALE

WHEREAS, CFC supports and produces events throughout the year to promote local retail activity; and

WHEREAS, CFC wishes to temporarily encroach in the public right of way on the southern sidewalk of Kirkwood Avenue between Walnut Street and College Avenue on Saturday, June 20, 2015 between the hours of 9:00 a.m. and 6:00 p.m. to provide entertainment to the general public, offer a sidewalk sale, and otherwise promote and enhance downtown activity; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including sidewalks and parking spaces; and

WHEREAS, the Board of Public Works appreciates that this event is designed to promote local retail activity and is willing to allow participants to encroach on public sidewalks and in parking spaces; and

WHEREAS, CFC Properties has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. Encroachments shall not block access to the sidewalk for pedestrians.
2. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
3. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
4. CFC Properties shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
5. In consideration for the use of the City's property and to the fullest extent permitted by law, CFC Properties for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board

RESOLUTION 2015-37

from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") 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.

6. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS _____ DAY OF _____, 2015.

BOARD OF PUBLIC WORKS:

CFC PROPERTIES

Charlotte Zietlow, President

Signature

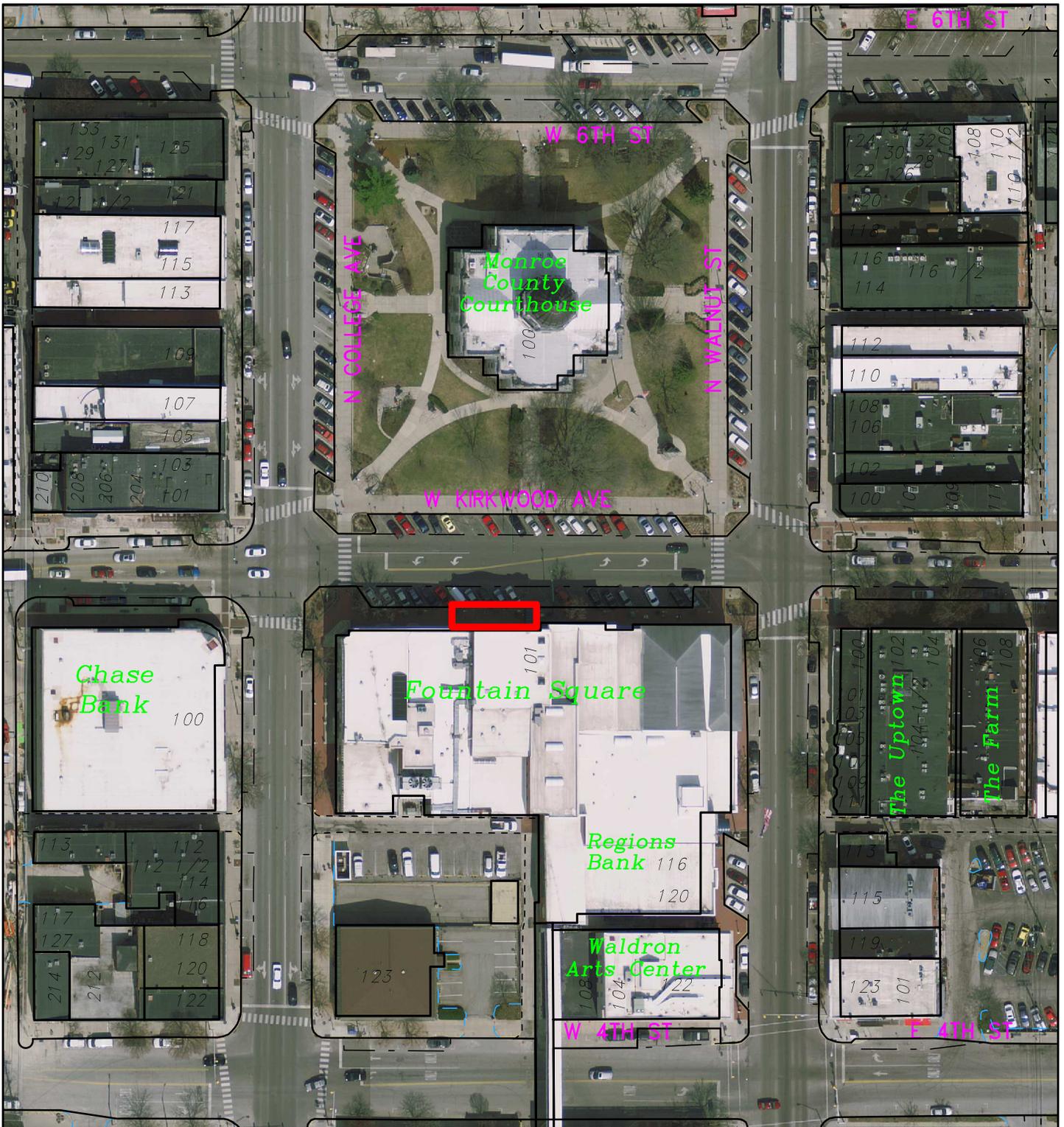
James McNamara

Printed Name, Title

Dr. Frank N. Hrisomalos

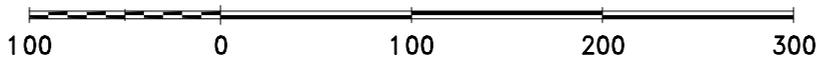
Date

Date

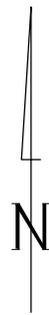


CFC Sidewalk Sale

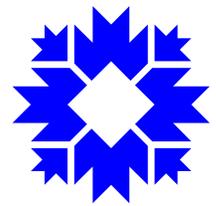
By: smithc
30 Apr 15



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 100'



Board of Public Works Staff Report

Project/Event: Student Life and Learning Involvement Fair

Petitioner/Representative: IU Student Life and Learning

Staff Representative: Miah

Meeting Date: May 6, 2015

Event Date: Wednesday, September 2, 2015

IU Student Life and Learning is requesting the closure of E. 7th street from N. Indiana Ave. to N. Woodlawn Ave. on Wednesday, September 2, 2015 from 6 am to 4 pm for the Student Life and Learning Student Involvement Fair.

They plan to have booths for student organization, IU departments, and Bloomington non-profit agencies and provide games, food and live music.

The petitioner also requests a Noise Permit for live music and announcements.

IUPD has been notified by the petitioner and supports the request.

Staff recommends approval of the request.

RESOLUTION 2015-38
IU STUDENT LIFE AND LEARNING INVOLVEMENT FAIR

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

WHEREAS, IU Student Life and Learning has requested use of city streets to conduct a student involvement fair; and

WHEREAS, IU Student Life and Learning has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized: E. 7th Street between N. Indiana Avenue and N. Woodlawn Avenue.
2. The street closures outlined above are for the purposes of allowing IU Student Life and Learning to provide an event of high quality that is mutually beneficial to participants and the community on Wednesday, September 2, 2015.
3. IU Student Life and Learning shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. IU Student Life and Learning agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. IU Student Life and Learning agrees to close the streets not before 6:00 a.m. on Wednesday, September 2, 2015 and to remove barricades and signage by 4:00 p.m. on Wednesday, September 2, 2015.
4. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 3:00 p.m. on Wednesday, September 2, 2015.
5. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
6. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.

RESOLUTION 2015-38

7. IU Student Life and Learning 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. In consideration for the use of the City's property and to the fullest extent permitted by law, IU Student Life and Learning, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") 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.

9. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS ____ DAY OF _____, 2015.

BOARD OF PUBLIC WORKS:

IU STUDENT LIFE AND LEARNING

Charlotte Zietlow, President

Signature

James McNamara

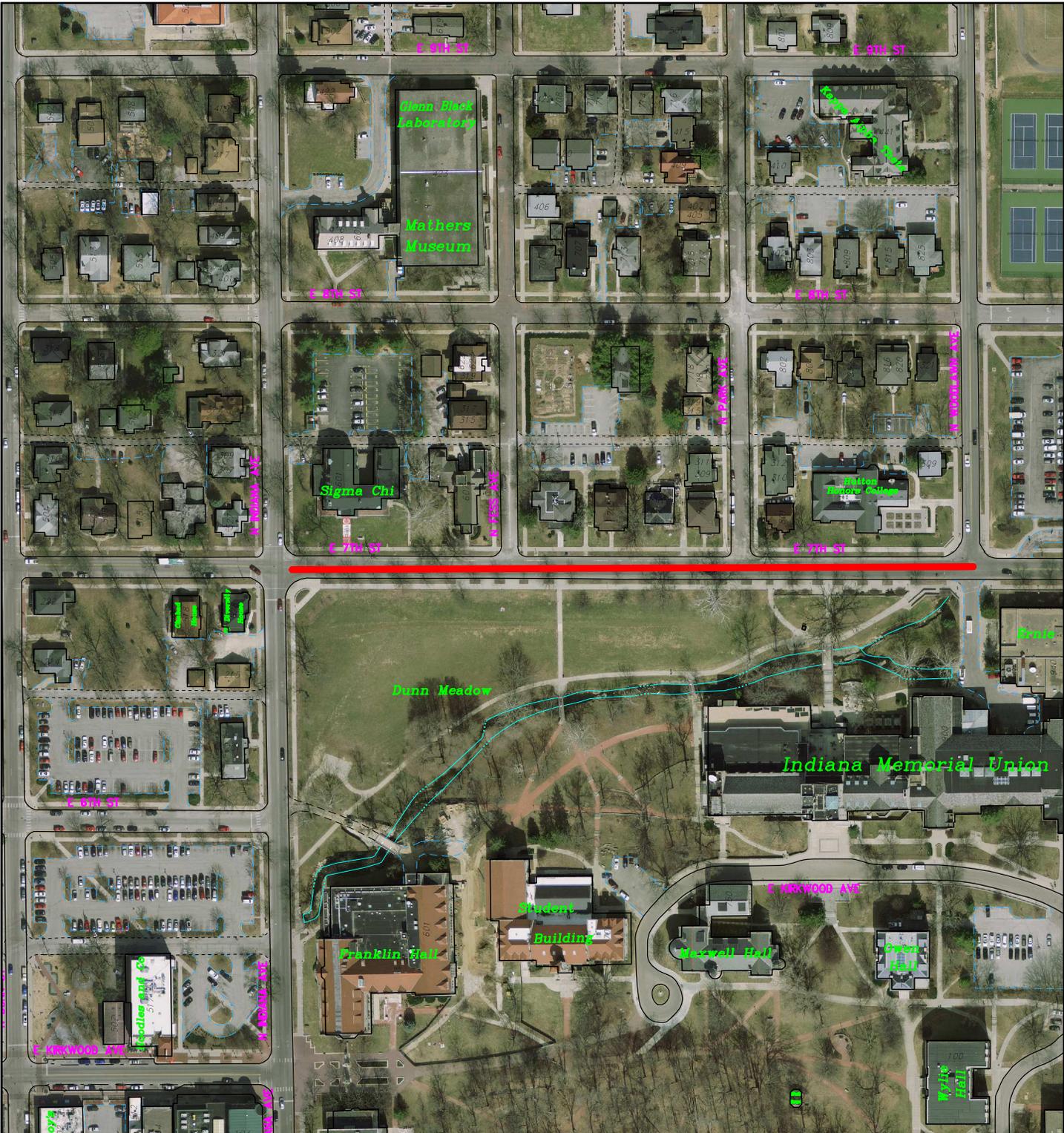
Printed Name

Dr. Frank N. Hrisomalos

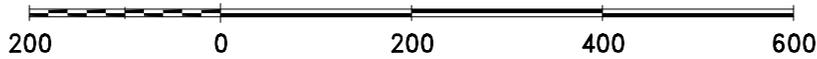
Position

Date

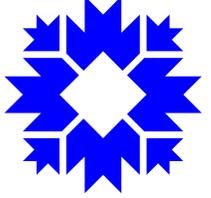
Date



By: smithc
30 Apr 15



City of Bloomington
Public Works



Scale: 1" = 200'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: David Howard – La Pablana

Staff Representative: Jason Carnes

Meeting Date: May 6, 2015

David Howard has applied for a Mobile Vendor License. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer.

This application is for 1 year.

Staff is supportive of the request.

Recommend **Approval** **Denial by** Jason Carnes

RESOLUTION 2015-39
Mobile Vendor in Public Right of Way
La Poblana LLC

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”); and

WHEREAS, La Poblana LLC (“Vendor”) intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking and sidewalks, on a temporary and transient basis for the purpose of selling food via a mobile kitchen and food truck; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking and sidewalks is provided by the Board of Public Works via resolution; and

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, a temporary vender permit from the City of Bloomington Fire Department, and the trailer that Vendor intends to use has had an independent safety inspection; and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on May 7, 2015, and ending on May 6, 2015.
2. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
 - c. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
 - d. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City’s Board of Public Works. The Board of Public Works is not required to provide specific

RESOLUTION 2015-39

notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

- 1) City of Bloomington Farmers' Market;
- 2) City of Bloomington Holiday Market;
- 3) The Taste of Bloomington;
- 4) Lotus World Music and Arts Festival;
- 5) The Fourth Street Festival;
- 6) Arts Fair on the Square;
- 7) Strawberry Festival;
- 8) Canopy of Lights;
- 9) Fourth of July Parade; and
- 10) Any other special events approved by the City Controller.

ADOPTED THIS _____ DAY OF _____, 2015.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2015-39 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

La Pablana LLC

Date: _____

Mark Kruzan
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**
p. 812.349.3418
f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

David Howard

Name, Printed



Signature

Date Release Signed

Mark Kruzan

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.150 provides Standards of Conduct for all Mobile Food Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Food Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- Mobile Food Vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code.
- A device may not be used which would amplify sounds nor may attention be drawn to the Mobile Food Vendor unit by an aural means or a light-producing device.
- No Mobile Food Vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles, or fire hydrants.
- No Mobile Food Vendor unit may be used to advertise any product which is not authorized to be sold from the Mobile Food Vendor unit.
- Each Mobile Food Vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it operates, provided a sign permit is obtained from the City's Planning Department.
- No Mobile Food Vendor unit may make use of any public or private electrical outlet while in operation.
- Each Mobile Food Vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle or recyclable materials:
 - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - The trash and recyclable receptacles on the Mobile Food Vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington; and
 - Liquid from the Mobile Food Vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof.

1. License Length and Fee Application							
Length of License:	24 Hours	3 Days	7 Days	30 Days	3 Months	6 Months	1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information	
Name:	David Howard and Jane Leigh
Title/Position:	Owner
Date of Birth:	10/5/83
Address:	16067 Vandy Ln.
City, State, Zip:	Vandalia MI 49095
E-Mail Address:	David.Howard.construction@gmail.com
Phone Number:	Mobile Phone: 574 532 9587

3. Indiana Contact Information (For non-residents only)	
If applicant is not a resident of Indiana, they must designate a resident to serve as a contact for the city.	
Name:	David Howard
Address:	1420 E Rhorer Rd
City, State, Zip:	Bloomington In, 47401
E-Mail Address:	David.Howard.construction@gmail.com
Phone Number:	574 532 9587
Mobile Phone:	

4. Company Information				
Name of Employer:	La Pablana			
Address of Employer:	1420 E Rhorer Rd.			
City, State, Zip:	Bloomington In, 47401			
Employment Start Date:		End Date (If known):		
Phone Number:	574 532 9587			
Website / Email:				
Company is a:	Limited Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor
				Other:

5. Company Officer Information
Provide the names and addresses of all principle officers, partners, trustees, owners or other persons with controlling

interests in the company.

Name	Address

6. Company Incorporation Information (For Corporations and LLC's Only)

Date of incorporation or organization:	2/16/2015
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

7. Description of product or service to be sold and any equipment to be used

Planned hours of operation:	Thurs-Sun, 12pm-10pm
Place or places where you will conduct business (If private property, attach written permission from property owner):	Cardinal spirits
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the city of Bloomington, or a different municipality, revoked?	Yes <input type="radio"/> No <input checked="" type="radio"/>
(If Yes) Provide details	

8. You are required to secure, attach, and submit the following:

A copy of the Indiana registration for the vehicle
Copy of a valid driver's license

Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
Proof of an independent safety inspection of all vehicles to be used in the business
Proof of insurance in accordance with the limits described in Section 4.16.070 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
A copy of your business's registration with the Indiana Secretary of State.
A copy of your Employer ID number
A signed copy of the Prohibited Location Agreement
A signed copy of the Standards of Conduct Agreement

For City Of Bloomington Use Only			
Date Received:	Received By:	Date Approved:	Approved By:

MICHIGAN REGISTRATION

RUTH JOHNSON
Secretary of State

Plate: **D197919** Expires: **NON-EXPIRING**
ORIGINAL REGISTRATION
2015 FREEDOM TRAILER

Vehicle No.: **5WKBE1626F1030285** Fee Cat. or Wt.: **003300**
H 630 135 603 767 County: **CASS**

DAVID MICHAEL HOWARD
16067 VANS LN
VANDALIA MI 49095



D197919 D

02062015 T5 D037 207 0364 2449.58

License Fee: **200.00**

TR-1L

**CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET**

COMPANY PERFORMING

INSPECTION Pumps T.V.C

INSPECTOR'S NAME Roscoe L. Knight INSPECTOR'S PHONE

(317)-336-6302

DATE OF INSPECTION 4-10-15

TAXICAB

COMPANY

VEHICLE YEAR 2015 MAKE SHE Concessions

MODEL Trailer

VIN 5WKBE1626F1030285

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>		
FLASHERS	<input checked="" type="checkbox"/>		
REFLECTORS	<input checked="" type="checkbox"/>		
HORN	<u>NA</u>		
WINDSHIELD WIPERS	<u>NA</u>		
MIRRORS	<u>NA</u>		
SEATBELTS SEATBELTS - <u>RK</u>	<u>NA</u>		
BUMPER			
HEIGHT ALL	<input checked="" type="checkbox"/>		
WINDOWS	<u>NA</u>		
MUFFLER	<u>NA</u>		
TIRES	<input checked="" type="checkbox"/>		
BRAKES	<input checked="" type="checkbox"/>		
DOORS	<input checked="" type="checkbox"/>		
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>		

Inspector Signature Roscoe L. Knight

Date: 4-10-15

Attach this completed Inspection Sheet with your permit or renewal application and remit to:

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

LA-POBLANA

922 S. MORTON STREET

BLOOMINGTON, IN 47403

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

Issued FEB 19 2015
By Thomas W. Shapiro

2015

Expires 2/29/16

This License Is Not Transferable to Another Individual or Location

City of Bloomington

P.O. Box 100
Bloomington, IN 47402

Permit Certificate

Date: 04/16/2015

Business Name: La Poblanar

Address: 1420 E RHORER RD
Bloomington, IN 47402

Phone:

The following permit has been issued:

Permit No. 000013

Type: FOOD Temporary Vender/Cooking

Issued Date: 04/13/2015

Effective Date: 04/13/2015

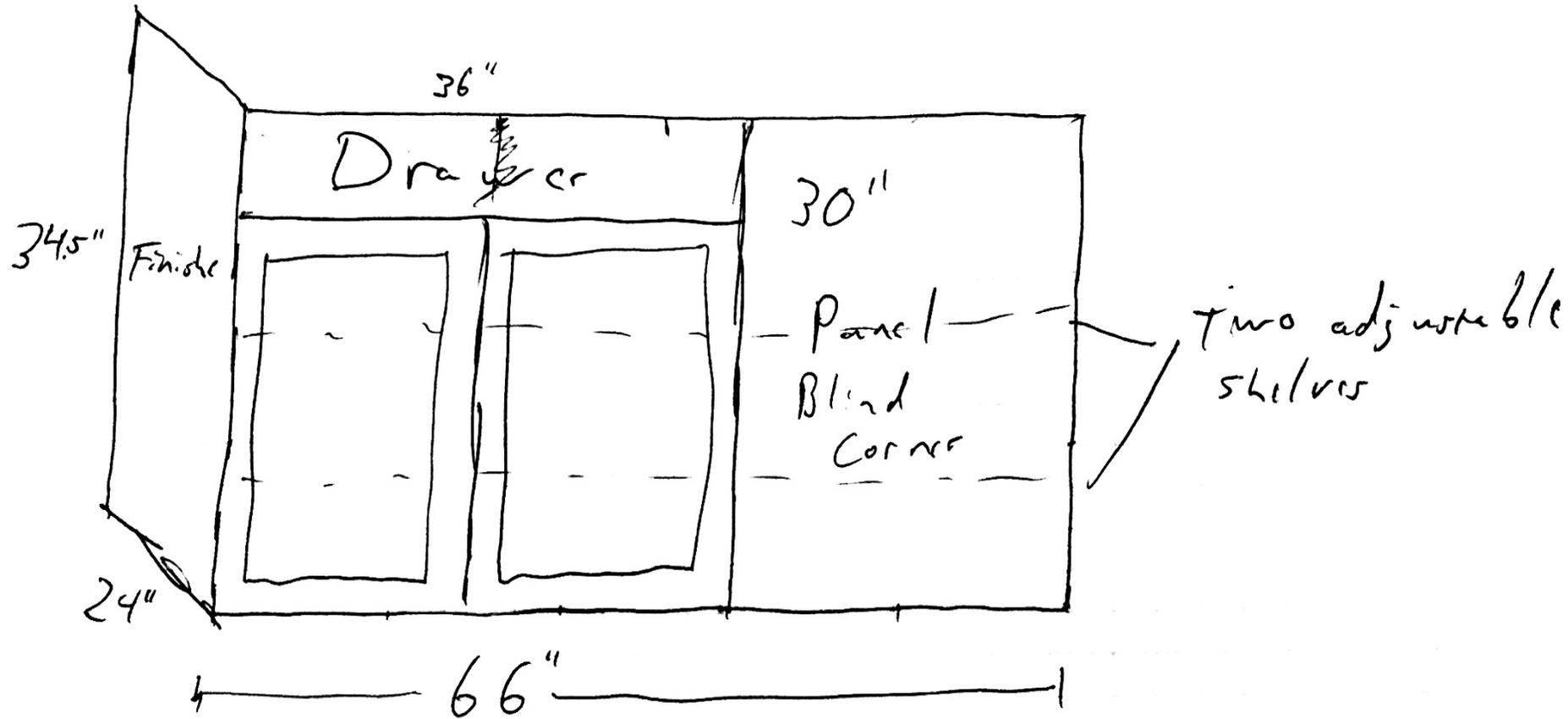
Expiration Date: 04/13/2016

Notes: Mobile food vendor inspection. As a tandem trailer serving Mexican-style food does have a deep fryer, flat top griddle, and a four burner range all under a class I hood system.

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington for more information.

Inspector: Tim Clapp

Date





La Poblana

FREEDOM

LA POBLANA



Board of Public Works Staff Report

Project/Event: 2015 Management Plan for Public Sidewalks

Petitioner/Representative: Department of Public Works

Staff Representative: Joe VanDeventer

Meeting Date: May 6, 2015

On June 22, 2010, the Board approved and adopted Resolution 2010-54 which specified the goals, development, and implementation of a comprehensive assessment and maintenance schedule for public sidewalks.

As stated in the adopted resolution, any modification is subject to approval by the Board of Public Works.

The Department of Public Works desires to take a more transparent approach to the city's sidewalk management plan by bringing forth an annual resolution and maintenance schedule for your review and approval.

Staff recommends approval of Resolution 2015-40.

Recommend **Approval by Joe VanDeventer**

RESOLUTION 2015-40
Board of Public Works
2015 Infrastructure Management Plan for Public Sidewalks

WHEREAS, the City of Bloomington Board of Public Works (hereinafter “Board”) has authority over City sidewalks and public rights of ways; and,

WHEREAS, the Board also has control of the day to day operations of the Department of Public Works (hereinafter “Department”); and,

WHEREAS, an Infrastructure Management Plan for Public Sidewalks has been completed by the Department; and,

WHEREAS, the goals of the Infrastructure Management Plan for Public Sidewalks are to develop and implement a comprehensive assessment and maintenance schedule for the public sidewalks within the City of Bloomington;

NOW, THEREFORE, BE IT RESOLVED THAT:

The following Infrastructure Management Plan for Public Sidewalks (hereinafter “Plan”) is approved and adopted from this date forward, subject to subsequent modification by and through this Board:

1. The Department of Public Works shall ensure that the Plan is followed to the extent practicable, while taking into account changing structural conditions and other factors, as necessary. This Plan is approved by the Board in its discretion and policy-making capacity.
2. Manner of Assessment: Each section of the City’s public sidewalks was identified and given a unique extension number. The section was evaluated based upon specific criteria developed by the Department of Public Works to provide a systematic approach to represent the pedestrian’s needs for a safe and accessible sidewalk with relation to grade, cross-slope, ramps, obstacles and drainage. Based upon the point total for each criteria element, each sidewalk section received an Overall Condition Index (OCI) rating number indicating sidewalk structural condition ranging from one (1) to one hundred (100), with one hundred (100) being in perfect condition.
3. Based upon budgetary allocations and all of the information gathered, sidewalk sections were prioritized by their Overall Condition Index (OCI) rating number resulting in the development of an annual rehabilitation program.
4. In order to effectively monitor sidewalk structural conditions, prioritize, and plan for future projects, a ten (10) year inspection plan is implemented. Every year approximately one tenth of all sidewalk sections are to be inspected and re-evaluated. Based upon the findings of the re-inspection, yearly maintenance

schedules may have to be altered to reflect the current sidewalk structural condition.

5. Anticipated repairs for 2015 at the locations listed on Attachment A, which is attached hereto and incorporated herein, are hereby authorized.

ADOPTED THIS _____ DAY OF _____, 2015.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS

Charlotte Zietlow, President

James McNamara, Vice-President

Frank N. Hrisomalos MD, Secretary

Attachment A

2015 Sidewalk Project List

Street Name	Description
Allen Street	Walnut Street to Washington Street
Allen Street	Washington Street to Lincoln Street
9th Street	Grant Street to Harold Street
9th Street	Grant Street to Lincoln Street
9th Street	Harold Street to Prow
8th Street	Dunn Street to Indiana Avenue
8th Street	Harold Street to Dunn Street
Indiana Ave., N.	13th Street to 14th Street
12th Street	Maple Street to Fairview Street
Washington, S.	1st Street to 2nd Street
Washington, N.	11th Street to 12th Street
Washington, N.	11th Street to Cottage Grove
Lincoln St., N.	Cottage Grove to 12th Street
2304 E Rechter Road	Sidewalk is in need of repair. Multiple trip hazards. Major upheaval
3833 and 3840 E Tamarron Dr	Sidewalk between address 2" causing trip hazard
611 E University	
624 S Fess Ave	
628 E University	
800 N Washington Street	N Washington for 12th to Cottage Grove
600-698 E 2nd Street	Heaved sidewalk
604 E 2nd Street	
Eastside & Hunter	Crumbling sidewalk
813 W Kirkwood	Sidewalk bad
420 W 4th Street	
522 W 4th Street	
3504 S Ashwood Drive	
418 E. 8th Street	Trip hazard



Board of Public Works Staff Report

Project/Event: Award Quote for Trash and Yard Waste Stickers

Quote: #2015-SAN001

Petitioner/Representative: Controller's Department

Staff Representative: Julie Martindale

Meeting Date: May 6, 2015

A review of the 2015 Trash and Yard Waste Sticker Quote, #2015-SAN001, has been completed. It was determined the most responsible and responsive quote was submitted by Safeguard Business Systems. Based on their responsiveness, cost and quality, Staff recommends awarding the quote to Safeguard Business Systems.

Quantity	Total Stickers	Baugh Enterprises* Cost per Quantity	Safeguard Cost per Quantity	Staples* Cost per Quantity
20,000 Yard Waste Stickers 200,000 Trash Stickers	220,000 Stickers	.029 \$6,425.95	.023 \$4,989.40	.019 \$4,204.67
40,000 Yard Waste Stickers 400,000 Trash Stickers	440,000 Stickers	.024 \$10,762.39	.021 \$9,146.40	.019 \$8,314.89
60,000 Yard Waste Stickers 600,000 Trash Stickers	660,000 Stickers	.023 \$15,035.47	.019 \$12,810.60	No Quote
80,000 Yard Waste Stickers 800,000 Trash Stickers	880,000 Stickers	.022 \$19,528.75	.019 \$17,001.60	No Quote

*Baugh Enterprises submitted their Affirmative Action with their quote. This is a disqualification.

*Staples did not submit any required documents. This is a disqualification.

Recommend **Approval by Julie Martindale**

FOR CITY OF BLOOMINGTON USE ONLY

There now being sufficient unobligated appropriated funds available, the contracting authority of the City of Bloomington Board of Public Works hereby accepts the terms of the Quote Pricing Form contained within the Request for Quote for supplies identified therein and promises to pay the undersigned quoter upon delivery of the price quoted for the materials stipulated in said quote.

BOARD OF PUBLIC WORKS

Charlotte T. Zietlow, President

James McNamara

Date

Dr. Frank N. Hrisomalos



101 West Kirkwood
Suite 015
Bloomington, IN 47404



QUOTE PRICING FORM

FOB POINT

The FOB Point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB - Destination.

FREIGHT CHARGES

Freight charges are to be included in the quoted price of the goods, rather than as a separate item unless otherwise noted.

STICKER SPECIFICATIONS:

1. Style: Peel and stick sticker; the peel off paper covering the sticky surface on the sticker shall have slits placed approximately 1.25" in from each end from top to bottom of each sticker
2. Size: Each sticker measures 7.5" right to left, and 1.20" top to bottom
3. Each page measures 7.5" right to left, and 6" top to bottom
4. Paper: Semi-gloss, all weather peel & stick
5. Must be printed on Recycled Paper made in the USA N/A
6. Paper weight shall be 55 lb.
7. Adhesive: The sticker adhesive must be Freezer Grade Label adhesive stock and MUST be able to withstand all types of weather
8. Trash stickers background shall be printed with Pantone 012 Yellow
9. Yard Waste stickers background shall be printed in Pantone 802 Green
10. All print on stickers should be black
11. Stickers shall be consecutively numbered beginning with #4832001 for Trash and #745001 for Yard Waste. Number shall printed in black along right side of sheet in ascending order
12. Stickers shall be supplied as "sheets of labels" with five (5) stickers per sheet
13. Stickers shall have perforations along the entire length for ease of tearing away from the other stickers on the sheet; both sticker and paper backing shall be perforated
14. Stickers should be shrink wrapped and packaged 100 sheets per package with a label on front that details the sticker numbers in each package
15. A scan of sample stickers is included as an Attachment

Description	Quantity	Total Stickers	Cost per Quantity
Firm fixed price for specified quantity of stickers according to specifications listed above; pricing shall include all set-up fees, freight charges, delivery fees, packaging charges, and storage fees.	20,000 Yard Waste Stickers 200,000 Trash Stickers	220,000 Stickers	\$4989.40
	40,000 Yard Waste Stickers 400,000 Trash Stickers	440,000 Stickers	\$9146.40
	60,000 Yard Waste Stickers 600,000 Trash Stickers	660,000 Stickers	\$12810.60
	80,000 Yard Waste Stickers 800,000 Trash Stickers	880,000 Stickers	\$17001.60

.023
.021
.019
.019

State lead time: 3-4 week approximate turn Order subject to 10% over and under run

Name of Company: Safeguard Business Forms, Inc.

Signature: [Handwritten Signature]

Printed Name & Title: Kipp Krauss President/Owner

Date: 4/20/2015

Cheaper alternatives are available on paper stock. These alternatives were changed to original stock per sanitation dept.

toll-free 800-875-9908
phone 812-332-6939
fax 866-243-2575
safeguard1@sbcglobal.net



Board of Public Works Staff Report

Project/Event: Public Need to Acquire Right of Way for the 3rd Street & Jordan Avenue Sidewalk Improvements Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Meeting Date: May 6, 2015

Report: In conjunction with the 3rd Street and Jordan Avenue Traffic Signal Replacement Project that was completed in the fall of 2014, the City has a completed design to replace the sidewalk and ADA ramps on the south side of East 3rd Street at the intersection with Jordan Avenue. The new sidewalk will start at a point 40 feet east of the intersection and continue west along 3rd Street to Highland Avenue. At this time, the City is prepared to move forward with the acquisition of right-of-way for the project.

If approved by the Board, this resolution will resolve that the project serves a public purpose and will benefit the citizens of Bloomington and Monroe County.

Recommendation and Supporting Justification: After replacing the traffic signal at the intersection, the City is required to update the existing ADA ramps at the intersection. Indiana University replaced the ramps on the north side of the intersection in the fall of 2014 as part of a University project on Jordan Avenue. This project would update the ramps on the south side of the intersection, bringing all ramps into compliance. The project would also replace the aging sidewalk along this heavily used pedestrian corridor. Staff has reviewed the resolution and recommends that the Board approves the resolution.

Recommend **Approval** **Denial by**

RESOLUTION 2015-41
BOARD OF PUBLIC WORKS
3RD STREET AND JORDAN AVENUE SIDEWALK
RIGHT OF WAY PURCHASE

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to construct a sidewalk along the southern side of East 3rd Street, just west of Jordan Avenue, (the “Project”) in Bloomington, Indiana; and

WHEREAS, the City has determined that there is a need for the Project, and that it will serve a public purpose and be of public benefit, and has appropriated money to finance construction of the Project; and

WHEREAS, it is necessary to acquire land and/or easements for construction of the Project from the property owners listed in Attachment A, incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Project serves a public purpose and will benefit the citizens of Bloomington and Monroe County, Indiana.
2. The acquisition of the land and easements from the property owners listed on Attachment A is hereby authorized. In the event the City is unable to reach agreement with a property owner regarding the purchase of the land or easement within 30 days after the issuance of a formal offer to purchase, as provided in Indiana Code 32-24-1, the City is hereby authorized to commence eminent domain proceedings.

Approved this _____ day of _____, 2015.

CITY OF BLOOMINGTON, INDIANA
BOARD OF PUBLIC WORKS

Charlotte Zietlow

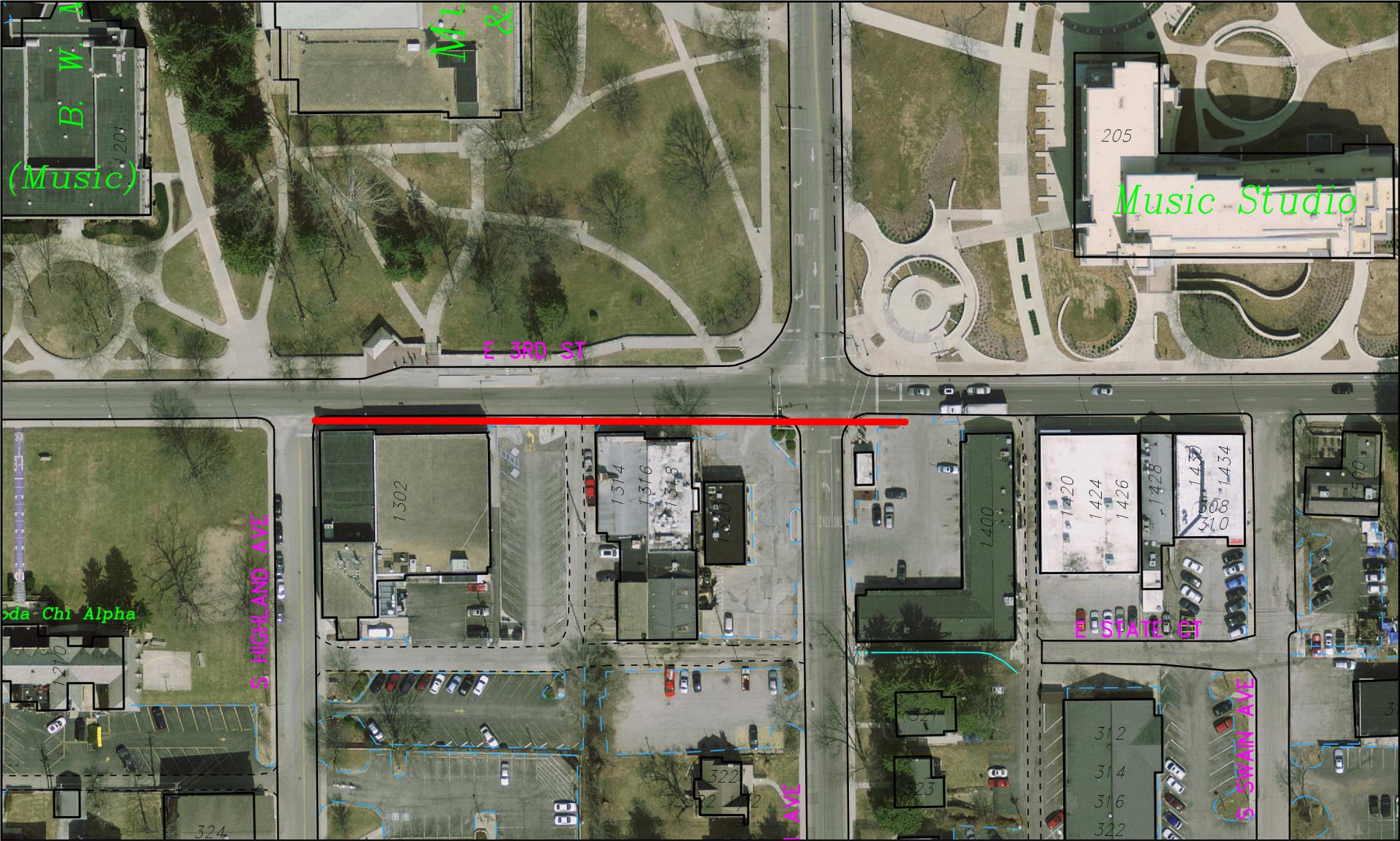
James McNamara

Dr. Frank N. Hrisomalos

Attachment A

AFFECTED PROPERTY OWNERS FOR PROJECT

<u>Parcel #</u>	<u>Owner</u>	<u>Property Address</u>
Parcel 1	Van Hoy Properties LLC	1400 E 3rd Street
Parcel 2	Crane Associates LLC	1320 E 3rd Street
Parcel 3	Storm, Bruce R & Shannon K Revocable Living Trust	1316 E 3rd Street
Parcel 4	Kinser, John F & Lura June Revocable Living Trust	1314 E 3rd Street
Parcel 5	Brummett, Alonzo F Trust & Brummett, Mary Louise T Bartlett, C. Raymond Jr. Trust & Bartlett, Beverly	1302 E 3rd Street



By: smethurm
28 Apr 15



For reference only; map information NOT warranted.

City of Bloomington
Planning & Transportation

Scale: 1" = 100'



Board of Public Works Staff Report

Project/Event: Approval of Amendment #3 to the Agreement for Consulting Services for 3rd and Jordan

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Meeting Date: 05/06/2015

Report: The original contract was awarded to Eagle Ridge Civil Engineering on 11/20/2012 for the design work associated with the upgrade of the signal at the intersection of East 3rd Street and South Jordan Avenue. The original contract was set at a not-to-exceed amount of \$16,300.00 and included design for sidewalk, curbs, curb ramps and storm sewer. As the project developed, the projects limits were increased to cover additional drainage work along the south side of East 3rd Street between Jordan Avenue and Highland Avenue. This increase scope of work was approved by the Board as amendments #1 and #2. This current amendment before the Board will add engineering, title work appraisals and review appraisal services for the acquisition of two pedestrian easements required for the project. Approval of the amendment will add \$11,250 to the contract amount for a total compensation amount of \$47,900.

Recommendation and Supporting Justification: This Project will support the wanted enhancements to the storm sewer, traffic signal and pedestrian facilities at the intersection of 3rd and Jordan. Staff recommends that the Board approves amendment #3 to the agreement for consulting services for 3rd and Jordan.

Recommend **Approval** **Denial** by: _____

**PROJECT NAME: Intersection Improvements at 3rd Street and Jordan Avenue
PT 14 007 451 D**

AMENDMENT #3 TO AGREEMENT FOR CONSULTING SERVICES

This Amendment #3 is an Amendment to the Agreement dated **November 20, 2012**, by and between the City of Bloomington Department of Public Works through its **Board of Public Works (“City”) and Eagle Ridge Civil Engineering Services, LLC (“Consultant”)**,

At the time the original Agreement for Consulting Services was entered, the City’s engineering services were performed by staff in the City’s Department of Public Works. Engineering services are now performed by staff in the City’s Planning and Transportation Department. Therefore this Amendment #3 is entered into this _____ day of _____, 2015, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (“City”) and Eagle Ridge Civil Engineering Services, LLC (“Consultant”),

WITNESSETH:

WHEREAS, the City has determined that it wishes to add right of way and easement engineering, acquisition and documentation tasks to the services to be provided by the Consultant; and,

WHEREAS, the Consultant is willing and able to provide these additional services;

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 H, Amendment 3 – Fee Estimate. The Scope of Services presented in the Agreement remains in effect, and these are additional services.

Article 4. Compensation: The City shall pay Consultant an additional amount including fees and expenses, for these additional services which shall not exceed Eleven Thousand Two Hundred Fifty Dollars (\$11,250). The total compensation under the Agreement, as Amended, shall not exceed Forty Seven Thousand, Nine Hundred Dollars (\$47,900).

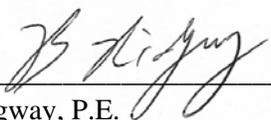
IN WITNESS WHEREOF, the parties hereto have caused this Amendment #3 to the Agreement to be executed the day and year first written above.

Owner
City of Bloomington Board of Public Works

Consultant
Eagle Ridge Civil Engineering Services, LLC

By: _____
Charlotte Zietlow, President
Board of Public Works

Hon. Mark Kruzan, Mayor



Brock Ridgway, P.E.
Managing Member

AMENDMENT 3 - FEE ESTIMATE

EXHIBIT H

Right of Way and Easement Engineering and Acquisition

	Senior Civil Engineer	CADD Technician	Subconsultant to Perform	Subconsultant Fee	Project Expenses	Totals
TASK	\$110.00 Hours	\$60.00 Hours		At Cost	At Cost	
R/W Engineering and Services						
R/W Engineering:						
R/W Layout/CADD work	2	2				\$340
Plats and Legal Decriptions (est. 2 needed at \$300 each)			BRG	\$ 600		\$600
Title Searches						
Acquire Last Deed of Record (in current agreement)			BRG	\$ -		\$0
30 Year Reports (est. 2 needed @ \$550 each)			Courtland	\$ 1,100	\$20	\$1,120
Appraisals:						
Value Findings (est. 1 needed at \$1,500)			Monroe Owen	\$ 1,500		\$1,500
Short Form (est. 1 needed at \$2,000)			Monroe Owen	\$ 2,000		\$2,000
Review Appraisals:						
for Value Finding (est. 1 needed at \$750)			Wayne Johnson	\$ 750		\$750
for Short Form (est. 1 needed at \$1,000)			Wayne Johnson	\$ 1,000		\$1,000
Closing/Negotiations:						
<i>Activity to be performed by City</i>						
Recording Fees						
<i>Activity to be performed by City</i>						
Coordination and Meetings / PM						
Property Owner Meetings (est. 2 needed)	10				\$120	\$1,220
City Coordination and Meetings	12				\$60	\$1,380
Design Revisions and Project Management/Amendment Assembly	10	4				\$1,340
Total Hours:	34	6				TOTAL
Fee by Classification:	\$3,740	\$360		\$6,950	\$200	\$11,250

EAGLE RIDGE CIVIL ENGINEERING SERVICES, LLC





1090 St. Rd. 39 Bypass, Martinsville, IN 46151
Office: (765) 342-2400 Fax: (765) 342-2424

March 30, 2015

Mr. Brock Ridgway
Eagle Ridge Civil Engineering Services, LLC

Via E-mail: bridgway@eagleridgecivil.com

Re: Bloomington Project
3rd and Jordan
Permanent Sidewalk Easements

Dear Mr. Ridgway:

Per our recent telephone conversation, please be advised that our fee for searches meeting INDOT specifications are as follows:

Residential Properties: \$350.00 + copies
Commercial Properties: \$550.00 + copies

It is my understanding that you will have three commercial properties to be searched for this project, and our fee would be \$550.00 per parcel plus copy charges. If there are contiguous properties or properties for incidental temporary easements, we will provide a copy of the current deed and tax information for these properties.

Thank you for the opportunity to give you a quote, and we look forward to partnering with you on this project if given the notice to proceed.

Very truly yours,

COURTLAND TITLE & ESCROW, INC.


Cathy Neal

Scope Update
4-28-2015
This estimate revised
down to two parcels at
\$550 each. - B. Ridgway

MONROE/OWEN APPRAISAL, INC.

APPRAISERS | CONSULTANTS



Shawn M. Patterson, MAI, AI-GRS
Indiana Certified General
Appraiser, CG#49600166

312 WEST DODDS STREET
BLOOMINGTON, INDIANA 47403
smpappraiser@gmail.com

Telephone (812) 332-5744
Fax (812) 339-2296

March 27, 2015

Mr. Brock Ridgeway, P.E.
Eagle Ridge Civil Engineering Services, LLC
1321 Laurel Oak Drive
Avon, Indiana 46123

Re: R/W services for 3rd St. & Jordan Ave., Bloomington

Mr. Ridgeway:

Per your request, I have looked at the project materials that you sent to me regarding the proposed appraisal work needed at 3rd Street and Jordan Avenue in Bloomington, Indiana. Based on that material and our past conversations, I believe that the appraisals needed will include four Value Findings and one Short Form. The Value Findings will likely average around \$1,500 each while Short Forms commonly average \$2,000 more or less. For project planning purposes, I believe that you can use these estimates. Of course, if the individual scopes of work turn out to be more or less than what is anticipated at this time or more or less than what is "typical" of other properties, the fees may change. I would alert you to this at the time the exact scopes of work become obvious should the need arise. Also, you asked me about review appraising fees. Review appraisal fees are commonly 45% to 50% of the appraisal fees.

If you have any question, please let me know.

Thank you for your consideration,

A handwritten signature in black ink that reads "Shawn M. Patterson".

Shawn M. Patterson, MAI, AI-GRS
Indiana Certified General Appraiser
CG#49600166

Scope Update 4-28-2015
This estimate revised down to
1 value finding and 1 short form
- B. Ridgeway

Brock Ridgway

From: Wayne Johnson, MAI, RM <wjohnson@firstappraisalgroup.com>
Sent: Tuesday, March 31, 2015 8:25 AM
To: Brock Ridgway
Cc: Ashley Johnson-Wilcoxon, MAI; Kerri Jean
Subject: RE: Bloomington proposal

Brock;

Shawn Patterson called yesterday to coordinate this project.

Based on what Shawn has viewed, and based on our discussions, the Value Findings will range \$1,500+ appraiser fee and Short Forms in the \$2,000+ fee range.

I understand there may be four Value Findings and a Short Form.

Review fees will be 50% of the appraisal fee or \$750 to \$1,000 per report type, subject to anticipated scope of work changes.

Value Findings	4 @ \$750 each = \$3,000
Short form	1 @ \$1,000 = <u>\$1,000</u>
Total	= \$4,000

Please let me know if you need anything else and thanks.

Wayne

Scope Update 4-28-2015
This estimate revised down to
1 value finding and 1 short form
- B. Ridgway



1569 Piazza Drive
Bloomington, Indiana 47401
(812) 337 0772

Ashley A. Johnson-Wilcoxon, MAI
Wayne F. Johnson, II, MAI, RM, MRICS

From: Brock Ridgway [mailto:bridgway@eagleridgecivil.com]
Sent: Tuesday, March 31, 2015 8:00 AM
To: Wayne Johnson
Subject: Bloomington proposal

Wayne –

If possible, I would appreciate your letter proposal stating your rates for the project so that I can assemble the overall submittal to Bloomington and get this closer to approval.

Brock

**ALTERNATE AREA 1
EXTEND WORK
LIMITS WEST**

BASE BID AREA

JORDAN AVENUE

JORDAN AVENUE

L DRAIN TO
CONSTRUCTION
STREETS AT
S SLOPE

INDIANA
UNIVERSITY

IU SCHOOL

REMOVE THIS TREE GRATE
REMOVE EXISTING
PIPE AND STRUCTURE

STR. NO. III
ADJUST CASTINGS TO GRADE

CONNECTION TO BE LOCATED AND HOLE
RE-USED, ENLARGED AS NEEDED

STR. NO. 101
INLET J-10 AND
44 LFT OF 18" PIPE REQ'D.

REMOVE EXISTING PIPE

REMOVE EXISTING MANHOLE
AND 3 INLETS

MODIFY DETECTABLE
PLATES AROUND CASTING
TO FIT

REPLACE CASTING
TO GRADE
RESEAL PER CB

TAPER CURB, HEIGHT
5" MAX. IN SW AND SE
AND CONSTRUCT
(BOTH SIDES)

PIPE PIPE REQ'D.
OWNER,
AND
OPENING

REMOVE
TREES

795.30

795.18

636

795.17

8 R

3 R

792.55

792.66

791.91

110 R

792.03

787.13

13

13

APP. EX. R/W

POSSIBLE CONFLICTS WITH
WATER/SEWER SERVICES
(SEWER REPLACEMENT
BY CONTRACTOR)

ADJUST WATER VALVE,
METER AND CLEANOUT
CASTINGS TO GRADE

BEAR'S
ALE HOUSE

RIGHT-OF-ENTRY
NEEDED (BY CITY)

CITY BAKERY

SAW AND REPLACE
GRAVEL AREAS WITH (P)
(FINAL SURFACE BY
CITY)

SANITARY SERVICE
REPLACEMENT WITH
CLEANOUT (IF FOUND
IN CONFLICT)

CRANE ASSOC.

VILLAGE PANTRY

DO NOT DISTURB
COMMERCIAL SIGN

ATM KIOSK (DO
NOT DISTURB)

SAWCUT AND PATCH

BULKHEAD PIPE

STR. NO. 104
INLET J-10 AND
25 LFT OF 18" PIPE REQ'D.
CONNECT OTHER PIPES,
IF PRESENT, REMOVE
EXISTING INLET

REMOVE EXIST. CURB
EX. 795.70

ADJUST SIGNAL
HANDHOLE TO GRADE

DO NOT DISTURB COMMERCIAL SIGN

REMOVE EXISTING CURB

DO NOT DISTURB EXISTING WALL

SIGNAL HANDHOLE ADJUSTED TO
GRADE BY CONTRACTOR

HMA SURFACE AND MARKINGS
THE PLACEMENT OF HMA SURF
STREETS AND PARKING AREAS,
ALL PAVEMENT MARKINGS, WILL
BE BY CITY.

WATERMAIN WORK
BY CBU (TYP.)

VAN HOY PROPE

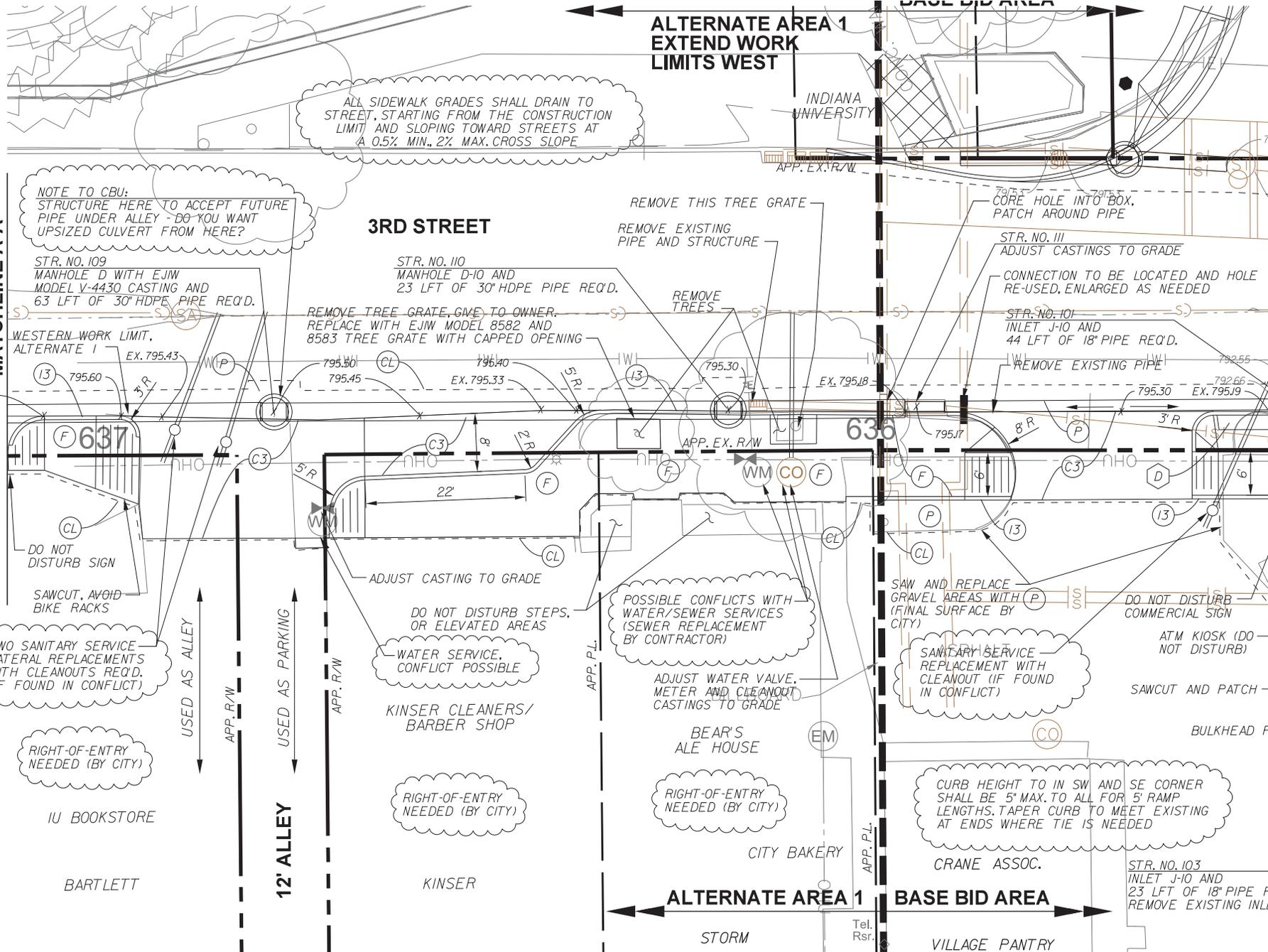
ALTERNATE AREA 1

BASE BID AREA

STORM

Tel.
Rsr.

D
NEW STRAIN POLE
RAMP TYPE PER INDOT



ALL SIDEWALK GRADES SHALL DRAIN TO STREET, STARTING FROM THE CONSTRUCTION LIMIT AND SLOPING TOWARD STREETS AT A 0.5% MIN., 2% MAX. CROSS SLOPE

NOTE TO CBU:
STRUCTURE HERE TO ACCEPT FUTURE PIPE UNDER ALLEY - DO YOU WANT UPSIZED CULVERT FROM HERE?

STR. NO. 109
MANHOLE D WITH EJW MODEL V-4430 CASTING AND 63 LFT OF 30" HDPE PIPE REQ'D.

STR. NO. 110
MANHOLE D-10 AND 23 LFT OF 30" HDPE PIPE REQ'D.

REMOVE TREE GRATE, GIVE TO OWNER. REPLACE WITH EJW MODEL 8582 AND 8583 TREE GRATE WITH CAPPED OPENING

STR. NO. III
ADJUST CASTINGS TO GRADE

CONNECTION TO BE LOCATED AND HOLE RE-USED, ENLARGED AS NEEDED

STR. NO. 101
INLET J-10 AND 44 LFT OF 18" PIPE REQ'D.

REMOVE EXISTING PIPE

WESTERN WORK LIMIT, ALTERNATE I

795.65
795.60
EX. 795.43

795.50
795.45
EX. 795.33

795.30
EX. 795.18

792.55
792.65
EX. 795.19

637

638

DO NOT DISTURB SIGN

SAWCUT, AVOID BIKE RACKS

TWO SANITARY SERVICE LATERAL REPLACEMENTS WITH CLEANOUTS REQ'D. (IF FOUND IN CONFLICT)

RIGHT-OF-ENTRY NEEDED (BY CITY)

IU BOOKSTORE

BARTLETT

USED AS ALLEY

APP. R/W

USED AS PARKING

12' ALLEY

ADJUST CASTING TO GRADE

DO NOT DISTURB STEPS, OR ELEVATED AREAS

WATER SERVICE, CONFLICT POSSIBLE

KINSER CLEANERS/ BARBER SHOP

RIGHT-OF-ENTRY NEEDED (BY CITY)

KINSER

POSSIBLE CONFLICTS WITH WATER/SEWER SERVICES (SEWER REPLACEMENT BY CONTRACTOR)

ADJUST WATER VALVE, METER AND CLEANOUT CASTINGS TO GRADE

BEAR'S ALE HOUSE

RIGHT-OF-ENTRY NEEDED (BY CITY)

CITY BAKERY

SAW AND REPLACE GRAVEL AREAS WITH (P) (FINAL SURFACE BY CITY)

SANITARY SERVICE REPLACEMENT WITH CLEANOUT (IF FOUND IN CONFLICT)

CRANE ASSOC.

CURB HEIGHT TO IN SW AND SE CORNER SHALL BE 5" MAX. TO ALL FOR 5' RAMP LENGTHS. TAPER CURB TO MEET EXISTING AT ENDS WHERE TIE IS NEEDED

STR. NO. 103
INLET J-10 AND 23 LFT OF 18" PIPE REQ'D
REMOVE EXISTING INLET

DO NOT DISTURB COMMERCIAL SIGN

ATM KIOSK (DO NOT DISTURB)

SAWCUT AND PATCH

BULKHEAD PI

ALTERNATE AREA 1
EXTEND WORK
LIMITS WEST

INDIANA UNIVERSITY

BASE BID AREA

ALTERNATE AREA 1
BASE BID AREA

STORM

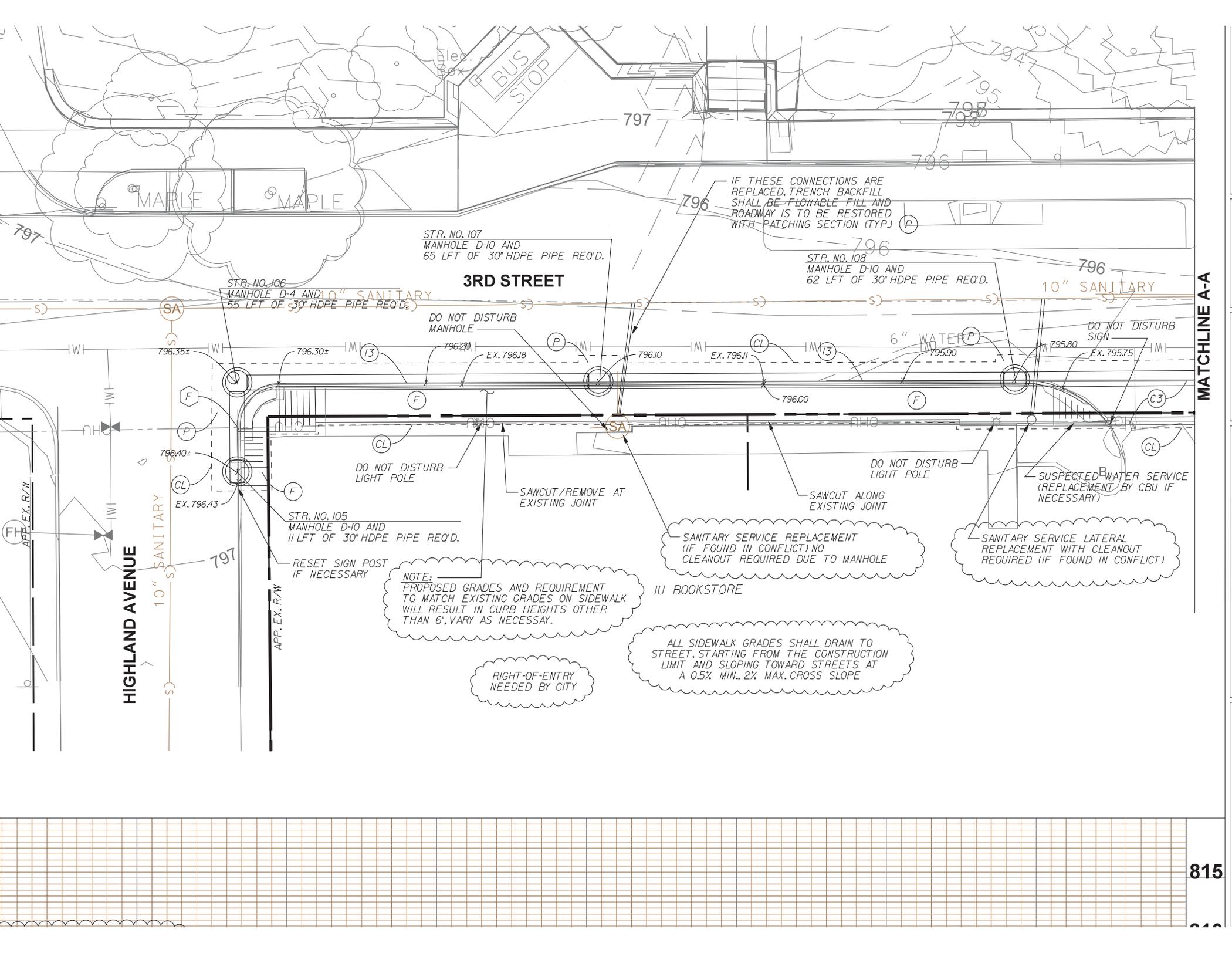
VILLAGE PANTRY

LEGEND

● NEW STRAIN POLE

⬡ RAMP TYPE PER INDOT

EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATED IN ACCORDANCE WITH AVAILABLE RECORDS AND PHYSICAL EVIDENCE. OTHER UTILITIES MAY BE PRESENT. ACTUAL LOCATIONS AND ELEVATIONS ARE TO BE DETERMINED BY CONTRACTOR.



STR. NO. 107
MANHOLE D-10 AND
65 LFT OF 30" HDPE PIPE REQ'D.

3RD STREET

STR. NO. 106
MANHOLE D-4 AND 10" SANITARY
55 LFT OF 30" HDPE PIPE REQ'D.

STR. NO. 108
MANHOLE D-10 AND
62 LFT OF 30" HDPE PIPE REQ'D.

STR. NO. 105
MANHOLE D-10 AND
11 LFT OF 30" HDPE PIPE REQ'D.

IF THESE CONNECTIONS ARE
REPLACED, TRENCH BACKFILL
SHALL BE FLOWABLE FILL AND
ROADWAY IS TO BE RESTORED
WITH PATCHING SECTION (TYP.)

DO NOT DISTURB
MANHOLE

DO NOT DISTURB
SIGN

DO NOT DISTURB
LIGHT POLE

DO NOT DISTURB
LIGHT POLE

SUSPECTED WATER SERVICE
(REPLACEMENT BY CBU IF
NECESSARY)

SANITARY SERVICE REPLACEMENT
(IF FOUND IN CONFLICT) NO
CLEANOUT REQUIRED DUE TO MANHOLE

SANITARY SERVICE LATERAL
REPLACEMENT WITH CLEANOUT
REQUIRED (IF FOUND IN CONFLICT)

NOTE:
PROPOSED GRADES AND REQUIREMENT
TO MATCH EXISTING GRADES ON SIDEWALK
WILL RESULT IN CURB HEIGHTS OTHER
THAN 6", VARY AS NECESSARY.

ALL SIDEWALK GRADES SHALL DRAIN TO
STREET, STARTING FROM THE CONSTRUCTION
LIMIT AND SLOPING TOWARD STREETS AT
A 0.5% MIN., 2% MAX. CROSS SLOPE

RIGHT-OF-ENTRY
NEEDED BY CITY

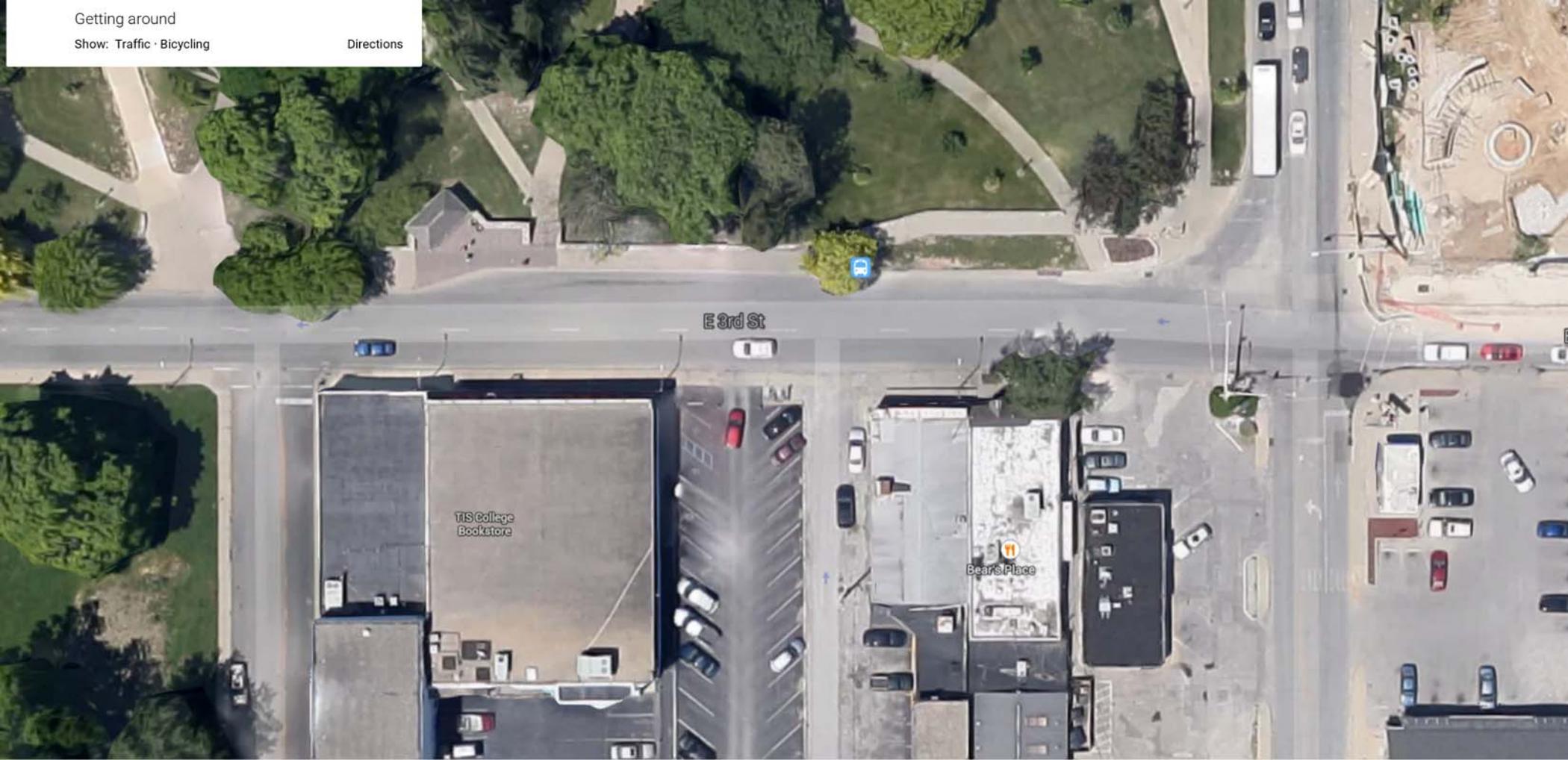
HIGHLAND AVENUE

MATCHLINE A-A

Getting around

Show: Traffic · Bicycling

Directions





Board of Public Works Staff Report

Project/Event: Approve LPA - Consultant Contract for Right-of-Way Services on Dunn & 37 Project
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 05/06/2015

Report: City Staff is requesting Board of Public Works approval of the contract between the City of Bloomington (Local Public Agency) and Crossroad Engineers, PC for right-of-way acquisition services associated with the Old 37 and Dunn Intersection Project. Earlier this year, the City advertised a Request for Proposals from INDOT pre-qualified Consultants for right-of-way services required for this project. Through the evaluation of the six letters of interest that the City received, Crossroad Engineers was selected as the most qualified firm for this work.

This contract will cover right-of-way appraisals, review appraisals, title work and negotiations for the acquisition of the required right-of-way from five parcels along Old Highway 37. Compensation for the contract is set at a not-to-exceed amount of \$23,820.00 and will be paid from local City funds.

Recommendation and Supporting Justification: Staff recommends that the Board approve the LPA - Consultant Contract for Crossroad Engineers, PC in an amount not to exceed \$23,820.00.

Recommend Approval Denial by _____

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between CITY OF BLOOMINGTON, INDIANA, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and CROSSROAD ENGINEERS, PC ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1297060

Project Description: Old SR 37 and Dunn Street Curve Correction

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 2017. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 23,820.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.
 - iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

- iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.
9. **Confidentiality of LPA Information.**
- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA’s prior written consent.

- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. **Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment,

because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

- B The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.
- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

- (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the

dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
- i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
 - iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
 - v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
 - vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, its officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury

(including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

21. Insurance - Liability for Damages.

- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.
- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00

aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act

3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

PLANNING & TRANSPORTATION DEPARTMENT
401 NORTH MORTON STREET, SUITE 130
BLOOMINGTON, INDIANA 47402

Notices to the CONSULTANT shall be sent to:

CROSSROAD ENGINEERS, PC
3417 SHERMAN DRIVE
BEECH GROVE, INDIANA 46107

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials (“Work Product”) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA’s prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT’s expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix “A” on other projects without the express written consent of the CONSULTANT or as provided in Appendix “A”. The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA’s fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

MR. ROY ATEN, SENIOR PROJECT MANAGER
 PLANNING & TRANSPORTATION DEPARTMENT
 401 NORTH MORTON STREET, SUITE 130
 BLOOMINGTON, INDIANA 47402

31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.
35. **Termination for Default.**
- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 14). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.
36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

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

CONSULTANT
CrossRoad Engineers, PC

LOCAL PUBLIC AGENCY
Board of Public Works
City of Bloomington, Indiana

Signature

Signature

Walter E. Charles, President
(Print or type name and title)

Mark Kruzan, Mayor
(Print or type name and title)

Signature

Charlotte Zietlow, President
(Print or type name and title)

Attest:

Attest:

Signature

Signature

Trent E. Newport, Vice Pres.
(Print or type name and title)

Regina Moore, Clerk
(Print or type name and title)

APPENDIX "A"

SERVICES BY CONSULTANT

In fulfillment of this Agreement, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the City of Bloomington, the Indiana Department of Transportation, and the Federal Highway Administration.

The description of the proposed project is as follows:

Curve correction on Old SR 37; profile correction of North Dunn Street; and, extension of a recreational shared-use paved trail.

The CONSULTANT shall be responsible for performing the following tasks:

- A. R/W Acquisition** – CONSULTANT shall be responsible for administration, scheduling and coordinating all activities necessary to certify that the right-of-way has been acquired and the project is clear for construction letting. CONSULTANT shall, utilizing various subconsultants, perform this Right-of-Way Acquisition work consisting of the following activities:
- a. CONSULTANT shall perform real estate appraisals and prepare appraisal reports in accordance with *"The INDOT Appraisal Manual"*.
 - b. CONSULTANT shall make a prompt offer to acquire each parcel for the full amount, which has been established and approved by LPA as just compensation for the acquisition. The offer shall be made in a Uniform Land and Easement Acquisition Offer letter which shall be given to each parcel owner in person or sent by certified mail with return receipt requested. In accomplishing the above, CONSULTANT shall do the following:
 - i. Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - ii. No later than the first contact where the offer is discussed, CONSULTANT shall give the property owner a brochure describing the land acquisition process and the owner's rights, privileges and obligations.
 - c. CONSULTANT further agrees that the parcel(s) shall be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989 and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto.

CONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the "Buying Section Policy and Procedures Manual", this "Appendix "A", and any necessary interpretation of these furnished by LPA or INDOT.

- d. When attempts to buy are successful, a signed statement is to be prepared by CONSULTANT to the effect that:
 - i. The written agreement secured, embodies all considerations agreed to by the property owner;
 - ii. CONSULTANT has no direct or indirect, present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property; and
 - iii. The agreement was reached without coercion of any type.
- e. When attempts to buy are unsuccessful, CONSULTANT shall record his recommendation for action and submit it to LPA:
 - i. The recommendation shall consider administrative settlement, include the amount of settlement and reasons for a settlement,
 - ii. Otherwise, a condemnation report shall be filled out and submitted with the completed file.
- f. CONSULTANT shall provide an updated title and encumbrance report upon submission of any secured or condemned parcel.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA

LPA shall furnish CONSULTANT with the following:

1. Guarantee access to enter upon public and private lands as required for CONSULTANT to perform work under this Agreement.
2. Plans of existing facilities within the limits of the project.
3. Utility plans available to LPA for utility facilities throughout the limits of the project.
4. All legal services as may be required for the development of the project.
5. Utility relocation design and plans for LPA owned utilities.
6. Sufficient quantities of all pertinent forms.
7. Review and approval of all completed transfer documents by an attorney (their own or fee attorney).
8. Legal counsel or LPA designated employee to hear and make a judgment on relocation appeals.
9. The money for all payments due property owner and/or the relocatee.
10. The money for all partial mortgage release fees and recordings.
11. Previously completed topographic survey information, including Route Survey Plat.
12. Previously completed property plats and legal descriptions for each parcel to be acquired.

APPENDIX "C"

SCHEDULE

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA and INDOT for review and approval in accordance with INDOT's policies and procedures to allow construction during Fiscal Year 2017.

APPENDIX "D"**COMPENSATION****A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed **\$ 23,820.00** (Section **A. 2. a.** - \$21,820.00; Section **A. 2. b.** - \$2,000.00), unless a supplement is executed by the parties that increases the maximum amount payable.

2. The CONSULTANT shall be paid for the following work performed under this Contract on a unit price basis in accordance with the following schedules:

a.	Preliminary T & E Reports (4 parcels @ \$500 ea.)	\$ 2,000.00
b.	Value Finding Appraisal (4 parcels @ \$1,400 ea.)	\$ 5,600.00
c.	Review Appraisals (45% of appraisal fees)	\$ 2,520.00
d.	Title Update & Guaranty (4 parcels @ \$175 ea.)	\$ 700.00
e.	Negotiations (4 parcels @ \$1,500 ea.)	\$ 6,000.00
f.	Document Preparation/Recordation (4 parcels @ \$250 ea.)	\$ 1,000.00
g.	Right-of-Way Management (4 parcels @ \$1,000 ea.)	<u>\$ 4,000.00</u>
	Total Section A. 2.	\$ 21,820.00

3. The CONSULTANT shall be paid for the following work performed under this Contract on a lump sum basis according to the following schedule:

a.	Right of Way Staking (If required)	<u>\$ 2,000.00</u>
	Total Section A. 3.	\$ 2,000.00

4. In consideration for condemnation proceedings described below, the LPA agrees to pay the CONSULTANT's Right-of-Way Manager, Appraiser, Review Appraiser, and Buyer the following rates on a half-day basis:

	<u>Pre-Trial Conference and Preparation</u>	<u>Testimony in court as expert witness</u>
R/W Manager	\$500.00	\$500.00
Appraiser	\$500.00	\$500.00
Review Appraiser	\$500.00	\$500.00
Buyer	\$500.00	\$500.00

The CONSULTANT shall not be paid for any services performed by LPA or INDOT, or not required to develop this project.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice per calendar month for work covered under this Contract. The invoices shall be submitted to:

Mr. Roy Aten, Senior Project Manager
Planning & Transportation Department
401 North Morton Street, Suite 130
Bloomington, Indiana 47402

The invoices shall represent the value to the LPA of the partially completed work as of the date of the invoice. The CONSULTANT shall attach thereto a summary of each pay item in Section A of this Appendix "D", including percentage complete and prior payments.

2. The services provided for in **Section A. 2. a. through A. 2. f.** of this Appendix "D" will be performed by other than the CONSULTANT. The CONSULTANT will submit to LPA invoices for these services, the basis of which will be the actual number of units of work performed multiplied by the specific cost per unit. The unit costs listed in **Section A. 2. a. through A. 2. f.** are estimated and the actual costs used will be the latest INDOT-approved costs at the time the services are performed. The LPA agrees to reimburse to the CONSULTANT for rendering such services the actual invoice for the services performed by other than the CONSULTANT, plus a 10% mark-up for task coordination and administrative efforts, provided that each such invoice shall be subject to approval as reasonable by the LPA prior to any reimbursement therefore.

3. The LPA, for and in consideration of the rendering of the services provided for in **Section A. 2. g.** of this Appendix "D" agrees to pay the CONSULTANT the stated cost per unit multiplied by the actual units of work performed.

4. The LPA, for and in consideration of the rendering of the engineering services provided for in **Section A. 3.** of this Appendix "D", agrees to pay to the CONSULTANT for rendering such services the fee established on a lump sum basis. If this service is not required, it will not be performed and this fee will not be invoiced.

5. If the LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 12 of this Contract or the CONSULTANT's last known address.



Board of Public Works Staff Report

Project/Event: Approve Contract for Kinser Pike Ditch Cleanup
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Jeff Heerdink
Date: 04/29/2015

Report: Staff is requesting Board approval of the contract between the City of Bloomington, and Hostetler Concrete

Earlier this month staff received for three quotes for the removal of the silt fence and cleanup of the ditch line on the west side of North Kinser Pike, just south of the 45/46 Bypass so it could be maintained by INDOT.

Hostetler had the lowest of the received quotes at \$800.00

Recommendation and Supporting Justification: Staff recommends that the Board approve the Contract between the City and Hostetler Concrete

Recommend Approval Denial by _____

PROJECT NAME: North Kinser Pike Ditch Cleanup

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 2015, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Hostetler Concrete (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **cleanup the ditch on the west side of North Kinser Pike, just south of the 45/46 Bypass; and**

WHEREAS, the Board requires the services of a professional Contractor in order to **remove a section of erosion control fence and remove surrounding overgrown brush and restore the area to grass**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the contractor at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Task 1: Remove erosion control fence, stakes, and surrounding overgrown brush and restore the area to grass.

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Board;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services: Contractor shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Planning and Transportation Department officials designated by the Board as project coordinator(s).

Contractor agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. The Project Manager shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the Project Manager shall not unreasonably withhold his approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Contractor shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Contractor with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Contractor may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Jeff Heerdink, Project Manager, Planning and Transportation Department ("Heerdink") to serve as the Board's representative for the project. Heerdink shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Contractor a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amounts of:

Task 1: Eight Hundred Dollars (\$800) – Not To Exceed Amount

This amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Contractor's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within thirty (30) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Contractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Contractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Contractor. The Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Contractor for all the Services performed up to the date that written notice is received, plus

reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Contractor's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible there for. Contractor thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Contractor. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractors, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Contractor for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Contractor. The Board shall indemnify and hold harmless the Contractor against all Judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Contractor will entitle the Contractor to additional compensation at rates to be agreed upon by the Board and the Contractor.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Contractor.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below.

Board:

City of Bloomington
Planning and Transportation Dept
Attn: Jeff Heerdink
401 N Morton Street
Suite #130
Bloomington, IN 47404

Contractor:

Hostetler Concrete
Attn: Steve Hostetler
P.O. 349
Stainsville, IN 47464

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Board and the Contractor.

Article 24. Intent to be Bound: The Board and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Commission obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Commission shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) day period, the Commission shall terminate the Agreement, unless the Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Commission may allow the Agreement to remain in effect until the Commission procures a new Contractor. If the Commission terminated the Agreement, the Contractor or its subcontractor is liable to the Commission for the actual damages.

Contractor shall require any subcontractors performing work under this Agreement to verify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Commission.

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Investment in Iran: Contractor is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

Contractor shall sign an affidavit, attached as Exhibit F, affirming that the Contractor is not engaged in said investment activities. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

Contractor

City of Bloomington
Board of Public Works

Hostetler Concrete

By:

Charlotte Zietlow
President

Steve Hostetler

By:

Mark Kruzan,
Mayor

EXHIBIT A – Scope of Services

Inside the white area depicted in photo, there is 211 feet of silt fence that needs to be removed at ground level, with the stakes being removed, and approximately 250 by 15 feet of scrub brush and trash that also needs to be removed, and then a pound of grass seed to be spread.



EXHIBIT B -- Compensation

This project is to be completed with an agreed Not to Exceed Cost of Eight Hundred Dollars (\$800.00).

EXHIBIT C – Schedule

Contractor shall complete the work within 7 days from the issuance date of the Notice to Proceed.

EXHIBIT D – Key Personnel

Steve Hostetler



Board of Public Works Staff Report

Project/Event: Award contract for mowing services

Petitioner/Representative: Public Works

Staff Representative: Susie Johnson

Meeting Date: May 5, 2015

Public Works received quotes for mowing services of 8 lots owned by the City:

City Lawn : \$450.00

Starnes Outdoors: \$640.00

Nature's Way: No bid returned

Staff Recommendation: Award the mowing contract to City Lawn in amounts not to exceed as outlined below:

Area west of 600 N. Rogers: \$100

601 N. Morton: \$25

922 N. Orris: \$30

2402 N. Bryan: \$25

Lots 1 & 2 Evergreen Village: \$30

3410 S. Walnut St.: \$100

Police Training Center: \$40

West 11th & Rogers St. property: \$100

PROJECT NAME: Grass Cutting and Lawn Maintenance Services for 2015

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 2015, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and City Lawn (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **maintain the lawn area at numerous locations within the City;**

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Board;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services: Contractor shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Public Works Department officials designated by the Board as project coordinator(s).

Contractor agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. The City Facilities Management Coordinator shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City Facilities Management Coordinator shall not unreasonably withhold his approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay

the orderly progress of the Services, and Contractor shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Contractor with reports and any information relating to the Services that Contractor may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Barry Collins, City Facilities Management Coordinator, Department of Public Works (“Collins”) to serve as the Board’s representative for the project. Collins shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board’s requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Contractor a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Four Hundred Fifty Dollars and Zero Cents (\$450.00) – Not To Exceed Amount, per mowing cycle in 2015.**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Contractor's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board’s designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within thirty (30) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Contractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Contractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Contractor. The Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Contractor's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Board, as set forth in Article 9 herein.

Article 8. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible there for. Contractor thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Contractor. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Contractor's personnel or proposed outside professional

subcontractors, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents: All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Board as part of the Services shall become the property of the Board.

Article 10. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 11. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 12. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in

force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 13. Conflict of Interest: Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment: Neither the Board nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Contractor.

Article 18. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 20. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any

such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Department of Public Works
Attn: Barry Collins
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Contractor:

Randy Younger
P. O. Box 5561
Bloomington, IN 47407

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Board and the Contractor.

Article 22. Intent to be Bound: The Board and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Board obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Board shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) day period, the Board shall

terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Contractor. If the Board terminates the Agreement, the Contractor or its subcontractor is liable to the Board for the actual damages.

Contractor shall require any subcontractors performing work under this Agreement to verify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Board.

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 25. No Investment in Iran: Contractor is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

Contractor shall sign an affidavit, attached as Exhibit F, affirming that the Contractor is not engaged in said investment activities. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

Contractor

City of Bloomington
Board of Public Works

Randy Younger

By:

Charlotte Zietlow
President

Randy Younger

By:

Mark Kruzan,
Mayor

EXHIBIT A

SCOPE OF WORK

Locations for grass cutting and minor lawn maintenance (picking up trash, limbs, etc.) shall be:

- Area west of 600 block of N. Rogers Street
 - 601 N. Morton Street
 - 922 N. Orris Drive
 - 2402 S. Bryan St.
 - Lots #1 and #2 Evergreen Village at Susie Street and West Countryside Drive
 - 3410 S. Walnut Street (Bloomington Animal Care and Control)
 - Fire Training/BPD Training Center located on S. Walnut Street
 - West 11th and North Rogers Streets across the street from the Upland Brewery
1. Grass shall be cut to a height of 2 inches at each cutting
 2. Grass shall be cut 2 times per month should conditions warrant
 3. Grass shall be cut on an as needed basis outside the 2 times per month, or as requested
 4. Grass must never exceed the height of 8 inches, per the Bloomington Municipal Code

Photos are included to show the areas of these 8 locations for which these mowing services are required.

Each property location shall be billed separately; however, all invoices shall be sent to the attention of Barry Collins at the City of Bloomington, Public Works Department at 401 N. Morton St., P.O. Box 100, Bloomington, IN 47402.

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Two Hundred Ninety-Five Dollars and Zero Cents (\$295.00) per mowing cycle at each of the 8 locations shown in Exhibit A, Scope of Services.

The compensation to be paid for each mowing cycle at the following locations shall be:

• Area west of 600 block of N. Rogers Street	\$100.00
• 601 N. Morton Street	25.00
• 922 N. Orris Drive	30.00
• 2402 S. Bryan St.	25.00
• Lots #1 and #2 Evergreen Village	30.00
• 3410 S. Walnut Street	100.00
• Fire Training/BPD Training Center	40.00
• West 11 th and North Rogers Streets from the Upland Brewery	<u>100.00</u>
	\$450.00

EXHIBIT C

ESTIMATED SCHEDULE FOR 2015

Cutting of grass 2 times per month should conditions warrant through the end of calendar year 2015

Cutting grass on an as needed basis outside the 2 times per month, or as requested

EXHIBIT D
KEY PERSONNEL

Randy Younger

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

The undersigned, being duly sworn, hereby affirms and says that:

- 1. The undersigned is the _____ of _____.
(job title) (company name)
- 2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
- 3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Randy Younger and acknowledged the execution of the foregoing this _____ day of _____, 2015.

Notary Public

Printed name

My Commission Expires: _____

County of Residence: _____



Board of Public Works Staff Report

Project/Event: Award contract for tack oil

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Meeting Date: May 6, 2015

Staff has received quotes for tack oil application. These bids include equipment, supplies and labor.

	Shannon Brook		Travis Lentz	Dave Deckard
E&B Paving	Milestone	Crider & Crider	Lentz Asphalt	Blgtn Seal Coating
No Response	\$189.00	No Response	\$105.00	\$100.00
	\$2.25		\$6.85	\$3.00
			-	-
			-	-

Staff recommends awarding the tack oil contract to Bloomington Seal Coating. The total of this contract shall not exceed \$20,000.

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
DEPARTMENT OF PUBLIC WORKS
AND

BLOOMINGTON SEAL COATING AND PAVING
FOR

Providing and Applying Tack Oil

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Public Works (hereinafter CITY), and Bloomington Seal Coating and Paving, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Providing and Applying Tack Oil**, (more particularly described in Attachment A, "Scope of Work & Specifications"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. **TERM**

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties.

ARTICLE 2. **SERVICES**

2.01 CONTRACTOR shall complete all work required under this Agreement within One (1) calendar year from the written Notice to Proceed. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project,

after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed the rates submitted in CONTRACTOR's Quote of \$3.00 per gallon of Tack Oil and \$100 per hour for Services in applying the Tack Oil. The Not To Exceed Amount for this Agreement shall be Twenty Thousand Dollars and Zero Cents (\$20,000.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Prevailing Wage requirements.

3.06 **Director of Street Operations** The Director of Street Operations shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid

from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment as made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost

thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments
2. The Invitation to Quoters
3. The Instructions to Quoters
4. The Performance and Payment Bonds
5. The Specifications
6. The General Conditions
7. The Supplementary Conditions
8. The Special Conditions
9. The Escrow Agreement
10. All Addenda to the Quote Documents
11. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
12. CONTRACTOR’S submittals
13. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
14. All plans as provided for the work that is to be completed.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR’S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker’s Compensation & Disability	Statutory Requirements
B. Employer’s Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage,	and \$2,000,000 in the
contractual liability, products-completed operations,	aggregate

General Aggregate Limit (other than Products/Completed Operations)

Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;
Contractual liability insurance as applicable to any hold-harmless agreements;
Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
Broad form property damage - including completed operations;
Fellow employee claims under Personal Injury; and
Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, age, handicap, or disabled veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, handicap, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, handicap, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR’S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Bloomington Seal Coating and Paving
Attn: Joe VanDeventer, Director of Street Operations	Attn: Dave Deckard
P.O. Box 100	1235 W. Old Capitol Pike
Bloomington, Indiana 47402	Bloomington, IN 47403

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party’s right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City Engineer. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. Attachment C is attached hereto and incorporated herein by reference as though fully set forth. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Bloomington Seal Coating and Paving

BY:

BY:

Charlotte Zietlow, President, Board of Public Works

Contractor Representative

James McNamara, Member, Board of Public Works

Dave Deckard

Printed Name

Frank Hrisomalos, M.D., Member, Board of Public Works

Owner

Title of Contractor Representative

Mark Kruzan, Mayor of Bloomington

ATTACHMENT A

“SCOPE OF WORK & SPECIFICATIONS”

Providing and Applying Tack Oil

When requested by the CITY, CONTRACTOR shall timely supply all necessary equipment, labor and tack oil for one (1) tack oil distributor.

ATTACHMENT B

"COMPENSATION"

Providing and Applying Tac Oil

Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed the rates submitted in Contractor's quote of \$3.00 per gallon of Tac Oil and \$100 per hour for Services in applying the Tac Oil. Total compensation under this Agreement shall not exceed the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00).

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ATTACHMENT C

"AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
and acknowledged the execution of the foregoing this ____ day of _____, 20____.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
805 Bentley , Ashli L	05/01/2015	1,092.63		.00	80.71	65.25	15.26	33.46	11.10	40.17	846.68
			.00	.00	1,052.46	1,052.46	1,052.46	1,052.46	1,052.46		
		\$1,092.63		\$0.00	\$80.71	\$65.25	\$15.26	\$33.46	\$11.10	\$40.17	\$846.68
			\$0.00	\$0.00	\$1,052.46	\$1,052.46	\$1,052.46	\$1,052.46	\$1,052.46		
10000 Carpenter, Danyale 0097	05/01/2015	988.80		.00	43.46	47.45	11.10	23.99	7.96	315.28	539.56
			.00	.00	765.32	765.32	765.32	765.32	765.32		
		\$988.80		\$0.00	\$43.46	\$47.45	\$11.10	\$23.99	\$7.96	\$315.28	\$539.56
			\$0.00	\$0.00	\$765.32	\$765.32	\$765.32	\$765.32	\$765.32		
10000 Edwards, Dianne 1791	05/01/2015	1,503.21		.00	183.17	88.53	20.70	44.58	15.64	133.31	1,017.28
			.00	.00	1,427.85	1,427.85	1,427.85	1,427.85	1,427.85		
		\$1,503.21		\$0.00	\$183.17	\$88.53	\$20.70	\$44.58	\$15.64	\$133.31	\$1,017.28
			\$0.00	\$0.00	\$1,427.85	\$1,427.85	\$1,427.85	\$1,427.85	\$1,427.85		
219 Ennis, Mary C	05/01/2015	1,034.57		.00	70.38	64.15	15.00	32.87	10.91	.00	841.26
			.00	.00	1,034.57	1,034.57	1,034.57	1,034.57	1,034.57		
		\$1,034.57		\$0.00	\$70.38	\$64.15	\$15.00	\$32.87	\$10.91	\$0.00	\$841.26
			\$0.00	\$0.00	\$1,034.57	\$1,034.57	\$1,034.57	\$1,034.57	\$1,034.57		
10000 Eppley, Julia K 2224	05/01/2015	1,510.26		.00	.00	77.06	18.03	39.75	13.19	301.04	1,061.19
			.00	.00	1,243.13	1,243.13	1,243.13	1,243.13	1,243.13		
		\$1,510.26		\$0.00	\$0.00	\$77.06	\$18.03	\$39.75	\$13.19	\$301.04	\$1,061.19
			\$0.00	\$0.00	\$1,243.13	\$1,243.13	\$1,243.13	\$1,243.13	\$1,243.13		
10000 Eubank, Nadine F 2333	05/01/2015	2,225.35		.00	363.71	135.80	31.76	71.01	23.99	66.92	1,532.16
			.00	.00	2,190.40	2,190.40	2,190.40	2,190.40	2,190.40		
		\$2,225.35		\$0.00	\$363.71	\$135.80	\$31.76	\$71.01	\$23.99	\$66.92	\$1,532.16
			\$0.00	\$0.00	\$2,190.40	\$2,190.40	\$2,190.40	\$2,190.40	\$2,190.40		
10000 Farmer, Carly M 0184	05/01/2015	1,528.80		.00	110.98	81.06	18.95	43.14	13.89	304.08	956.70
			.00	.00	1,307.18	1,307.18	1,307.18	1,307.18	1,307.18		
		\$1,528.80		\$0.00	\$110.98	\$81.06	\$18.95	\$43.14	\$13.89	\$304.08	\$956.70
			\$0.00	\$0.00	\$1,307.18	\$1,307.18	\$1,307.18	\$1,307.18	\$1,307.18		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
64 Gibson, Jennifer	05/01/2015	1,460.72		.00	166.47	81.63	19.09	43.45	14.42	154.89	980.77
			.00	.00	1,316.55	1,316.55	1,316.55	1,316.55	1,316.55		
		\$1,460.72		\$0.00	\$166.47	\$81.63	\$19.09	\$43.45	\$14.42	\$154.89	\$980.77
			\$0.00	\$0.00	\$1,316.55	\$1,316.55	\$1,316.55	\$1,316.55	\$1,316.55		
10000 Herr, Emily J 3165	05/01/2015	717.26		.00	39.66	29.21	6.83	14.28	4.74	255.24	367.30
			.00	.00	471.13	471.13	471.13	471.13	471.13		
		\$717.26		\$0.00	\$39.66	\$29.21	\$6.83	\$14.28	\$4.74	\$255.24	\$367.30
			\$0.00	\$0.00	\$471.13	\$471.13	\$471.13	\$471.13	\$471.13		
10000 Minder, Vicki L 1296	05/01/2015	1,661.63		.00	199.72	96.69	22.61	50.64	16.80	233.94	1,041.23
			.00	.00	1,534.46	1,559.46	1,559.46	1,534.46	1,534.46		
		\$1,661.63		\$0.00	\$199.72	\$96.69	\$22.61	\$50.64	\$16.80	\$233.94	\$1,041.23
			\$0.00	\$0.00	\$1,534.46	\$1,559.46	\$1,559.46	\$1,534.46	\$1,534.46		
10000 O'Brien, Brenda 0365	05/01/2015	1,521.12		.00	190.41	91.52	21.40	48.71	16.16	82.95	1,069.97
			.00	.00	1,476.14	1,476.14	1,476.14	1,476.14	1,476.14		
		\$1,521.12		\$0.00	\$190.41	\$91.52	\$21.40	\$48.71	\$16.16	\$82.95	\$1,069.97
			\$0.00	\$0.00	\$1,476.14	\$1,476.14	\$1,476.14	\$1,476.14	\$1,476.14		
10000 Peffinger, Roberta L 3140	05/01/2015	1,489.84		.00	.00	87.26	20.40	46.44	15.41	113.66	1,206.67
			.00	.00	1,407.26	1,407.26	1,407.26	1,407.26	1,407.26		
		\$1,489.84		\$0.00	\$0.00	\$87.26	\$20.40	\$46.44	\$15.41	\$113.66	\$1,206.67
			\$0.00	\$0.00	\$1,407.26	\$1,407.26	\$1,407.26	\$1,407.26	\$1,407.26		
838 Pritchard, James R	05/01/2015	1,837.84		.00	98.97	114.25	26.72	57.00	18.91	216.11	1,305.88
			.00	.00	1,842.52	1,842.52	1,842.52	1,842.52	1,842.52		
		\$1,837.84		\$0.00	\$98.97	\$114.25	\$26.72	\$57.00	\$18.91	\$216.11	\$1,305.88
			\$0.00	\$0.00	\$1,842.52	\$1,842.52	\$1,842.52	\$1,842.52	\$1,842.52		
10000 Ringquist, Laurie 1843	05/01/2015	2,502.89		.00	274.25	148.53	34.73	79.06	26.23	137.88	1,802.21
			.00	.00	2,395.63	2,395.63	2,395.63	2,395.63	2,395.63		
		\$2,502.89		\$0.00	\$274.25	\$148.53	\$34.73	\$79.06	\$26.23	\$137.88	\$1,802.21
			\$0.00	\$0.00	\$2,395.63	\$2,395.63	\$2,395.63	\$2,395.63	\$2,395.63		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
328 Ritchel, Lisa R	05/01/2015	517.21		.00	22.36	28.89	6.76	15.38	5.10	59.43	379.29
			.00	.00	465.94	465.94	465.94	465.94	465.94		
		\$517.21		\$0.00	\$22.36	\$28.89	\$6.76	\$15.38	\$5.10	\$59.43	\$379.29
			\$0.00	\$0.00	\$465.94	\$465.94	\$465.94	\$465.94	\$465.94		
10000 Samuelson, Danielle 3640	05/01/2015	880.80		.00	88.03	49.21	11.51	26.19	8.69	97.96	599.21
			.00	.00	793.59	793.59	793.59	793.59	793.59		
		\$880.80		\$0.00	\$88.03	\$49.21	\$11.51	\$26.19	\$8.69	\$97.96	\$599.21
			\$0.00	\$0.00	\$793.59	\$793.59	\$793.59	\$793.59	\$793.59		
10000 Sauder, Virgil E 2554	05/01/2015	1,808.13		.00	269.70	112.49	26.30	57.34	19.03	.00	1,323.27
			.00	.00	1,814.37	1,814.37	1,814.37	1,814.37	1,814.37		
		\$1,808.13		\$0.00	\$269.70	\$112.49	\$26.30	\$57.34	\$19.03	\$0.00	\$1,323.27
			\$0.00	\$0.00	\$1,814.37	\$1,814.37	\$1,814.37	\$1,814.37	\$1,814.37		
862 Skooglund, Elijah J	05/01/2015	261.00		.00	1.87	16.18	3.78	7.34	2.44	.00	229.39
			.00	.00	261.00	261.00	261.00	261.00	261.00		
		\$261.00		\$0.00	\$1.87	\$16.18	\$3.78	\$7.34	\$2.44	\$0.00	\$229.39
			\$0.00	\$0.00	\$261.00	\$261.00	\$261.00	\$261.00	\$261.00		
573 Steury, Nickiah Q	05/01/2015	1,114.24		.00	65.55	61.15	14.30	32.55	10.38	131.67	798.64
			.00	.00	986.31	986.31	986.31	986.31	986.31		
		\$1,114.24		\$0.00	\$65.55	\$61.15	\$14.30	\$32.55	\$10.38	\$131.67	\$798.64
			\$0.00	\$0.00	\$986.31	\$986.31	\$986.31	\$986.31	\$986.31		
411 Thrasher, David K	05/01/2015	640.04		.00	15.54	39.68	9.29	19.85	6.59	.00	549.09
			.00	.00	640.04	640.04	640.04	640.04	640.04		
		\$640.04		\$0.00	\$15.54	\$39.68	\$9.29	\$19.85	\$6.59	\$0.00	\$549.09
			\$0.00	\$0.00	\$640.04	\$640.04	\$640.04	\$640.04	\$640.04		
Department Animal - Animal Shelter		\$26,296.34		\$0.00	\$2,284.94	\$1,515.99	\$354.52	\$787.03	\$261.58	\$2,644.53	\$18,447.75
			\$0.00	\$0.00	\$24,425.85	\$24,450.85	\$24,450.85	\$24,425.85	\$24,425.85		
Department BPS - Board of Public Safety											
10000 Huerta, Michael A 2601	05/01/2015	24.40		.00	.00	1.51	.35	.81	.27	.00	21.46
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40		\$0.00	\$0.00	\$1.51	\$0.35	\$0.81	\$0.27	\$0.00	\$21.46
			\$0.00	\$0.00	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department BPS - Board of Public Safety											
10000 Vance, William A 2738	05/01/2015	24.40		.00	.00	1.51	.35	.00	.00	.00	22.54
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40	\$0.00	\$0.00	\$0.00	\$1.51	\$0.35	\$0.00	\$0.00	\$0.00	\$22.54
			\$0.00	\$0.00	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40		
10000 Walsh, Betsy S 0500	05/01/2015	24.40		.00	.00	1.51	.35	.81	.27	.00	21.46
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40	\$0.00	\$0.00	\$0.00	\$1.51	\$0.35	\$0.81	\$0.27	\$0.00	\$21.46
			\$0.00	\$0.00	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40		
661 Yoon, Susan J	05/01/2015	24.40		.00	.00	1.51	.35	.00	.00	.00	22.54
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40	\$0.00	\$0.00	\$0.00	\$1.51	\$0.35	\$0.00	\$0.00	\$0.00	\$22.54
			\$0.00	\$0.00	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40		
Department BPS - Board of Public											
		\$97.60	\$0.00	\$0.00	\$0.00	\$6.04	\$1.40	\$1.62	\$0.54	\$0.00	\$88.00
			\$0.00	\$0.00	\$97.60	\$97.60	\$97.60	\$97.60	\$97.60		
Department CFRD - Community & Family Resources											
10000 Calender-Anderson, 2518 Beverly	05/01/2015	3,199.39		.00	540.67	190.78	44.62	99.45	33.00	147.29	2,143.58
			.00	.00	3,052.10	3,077.10	3,077.10	3,052.10	3,052.10		
		\$3,199.39	\$0.00	\$0.00	\$540.67	\$190.78	\$44.62	\$99.45	\$33.00	\$147.29	\$2,143.58
			\$0.00	\$0.00	\$3,052.10	\$3,077.10	\$3,077.10	\$3,052.10	\$3,052.10		
44 Gill, Usha P	05/01/2015	226.50		.00	.00	14.04	3.28	6.21	2.06	.00	200.91
			.00	.00	226.50	226.50	226.50	226.50	226.50		
		\$226.50	\$0.00	\$0.00	\$0.00	\$14.04	\$3.28	\$6.21	\$2.06	\$0.00	\$200.91
			\$0.00	\$0.00	\$226.50	\$226.50	\$226.50	\$226.50	\$226.50		
791 Gomez, Araceli	05/01/2015	1,333.84		.00	140.65	80.49	18.82	41.57	13.80	44.12	994.39
			.00	.00	1,298.27	1,298.27	1,298.27	1,298.27	1,298.27		
		\$1,333.84	\$0.00	\$0.00	\$140.65	\$80.49	\$18.82	\$41.57	\$13.80	\$44.12	\$994.39
			\$0.00	\$0.00	\$1,298.27	\$1,298.27	\$1,298.27	\$1,298.27	\$1,298.27		
949 Hasan, Rafi K II	05/01/2015	2,000.00		.00	126.55	100.12	23.42	47.83	15.87	442.07	1,244.14
			.00	.00	1,564.83	1,614.83	1,614.83	1,564.83	1,564.83		
		\$2,000.00	\$0.00	\$0.00	\$126.55	\$100.12	\$23.42	\$47.83	\$15.87	\$442.07	\$1,244.14
			\$0.00	\$0.00	\$1,564.83	\$1,614.83	\$1,614.83	\$1,564.83	\$1,564.83		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department CFRD - Community & Family Resources											
10000 LaMantia, Merridee 3541	05/01/2015	975.00		.00	49.04	60.44	14.14	30.91	10.26	.00	810.21
			.00	.00	975.00	975.00	975.00	975.00	975.00		
		\$975.00	\$0.00	\$0.00	\$49.04	\$60.44	\$14.14	\$30.91	\$10.26	\$0.00	\$810.21
		\$0.00	\$0.00	\$975.00	\$975.00	\$975.00	\$975.00	\$975.00	\$975.00		
10000 Owens, Sue 0370	05/01/2015	2,080.83		.00	234.61	126.67	29.62	65.94	21.88	113.21	1,488.90
			.00	.00	1,998.07	2,043.07	2,043.07	1,998.07	1,998.07		
		\$2,080.83	\$0.00	\$0.00	\$234.61	\$126.67	\$29.62	\$65.94	\$21.88	\$113.21	\$1,488.90
		\$0.00	\$0.00	\$1,998.07	\$2,043.07	\$2,043.07	\$1,998.07	\$1,998.07	\$1,998.07		
10000 Savich, Elizabeth D 0433	05/01/2015	2,115.08		.00	100.72	108.18	25.30	28.98	9.62	1,274.10	568.18
			.00	.00	878.23	1,744.89	1,744.89	878.23	878.23		
		\$2,115.08	\$0.00	\$0.00	\$100.72	\$108.18	\$25.30	\$28.98	\$9.62	\$1,274.10	\$568.18
		\$0.00	\$0.00	\$878.23	\$1,744.89	\$1,744.89	\$878.23	\$878.23	\$878.23		
10000 Schaich, Lucy 0434	05/01/2015	1,762.13		.00	157.19	106.40	24.88	55.36	18.37	62.94	1,336.99
			.00	.00	1,716.17	1,716.17	1,716.17	1,716.17	1,716.17		
		\$1,762.13	\$0.00	\$0.00	\$157.19	\$106.40	\$24.88	\$55.36	\$18.37	\$62.94	\$1,336.99
		\$0.00	\$0.00	\$1,716.17	\$1,716.17	\$1,716.17	\$1,716.17	\$1,716.17	\$1,716.17		
845 Shermis, Michael H	05/01/2015	1,942.31		.00	251.63	117.55	27.49	61.30	20.76	93.49	1,370.09
			.00	.00	1,895.96	1,895.96	1,895.96	1,895.96	1,895.96		
		\$1,942.31	\$0.00	\$0.00	\$251.63	\$117.55	\$27.49	\$61.30	\$20.76	\$93.49	\$1,370.09
		\$0.00	\$0.00	\$1,895.96	\$1,895.96	\$1,895.96	\$1,895.96	\$1,895.96	\$1,895.96		
10000 Woolery, Nancy 0530	05/01/2015	2,069.42		.00	310.75	123.29	28.83	65.29	21.67	138.03	1,381.56
			.00	.00	1,978.56	1,988.56	1,988.56	1,978.56	1,978.56		
		\$2,069.42	\$0.00	\$0.00	\$310.75	\$123.29	\$28.83	\$65.29	\$21.67	\$138.03	\$1,381.56
		\$0.00	\$0.00	\$1,978.56	\$1,988.56	\$1,988.56	\$1,978.56	\$1,978.56	\$1,978.56		
Department CFRD - Community &		\$17,704.50	\$0.00	\$0.00	\$1,911.81	\$1,027.96	\$240.40	\$502.84	\$167.29	\$2,315.25	\$11,538.95
			\$0.00	\$0.00	\$15,583.69	\$16,580.35	\$16,580.35	\$15,583.69	\$15,583.69		
Department Clerk - Clerk											
10000 Bolden, F Nicole 3502	05/01/2015	1,224.34		.00	65.60	68.54	16.03	32.68	10.84	155.59	875.06
			.00	.00	1,105.58	1,105.58	1,105.58	1,105.58	1,105.58		
		\$1,224.34	\$0.00	\$0.00	\$65.60	\$68.54	\$16.03	\$32.68	\$10.84	\$155.59	\$875.06
		\$0.00	\$0.00	\$1,105.58	\$1,105.58	\$1,105.58	\$1,105.58	\$1,105.58	\$1,105.58		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Clerk - Clerk											
699 Larabee, Andrew J	05/01/2015	.00		.00	.00	.00	.00	.00	.00	.00	.00
			.00	.00	.00	.00	.00	.00	.00		
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
10000 Moore, Regina M 0349	05/01/2015	1,991.88		.00	194.97	115.76	27.07	61.61	20.44	131.67	1,440.36
			.00	.00	1,867.08	1,867.08	1,867.08	1,867.08	1,867.08		
		\$1,991.88		\$0.00	\$194.97	\$115.76	\$27.07	\$61.61	\$20.44	\$131.67	\$1,440.36
			\$0.00	\$0.00	\$1,867.08	\$1,867.08	\$1,867.08	\$1,867.08	\$1,867.08		
925 Swain, Amy	05/01/2015	580.05		.00	9.54	35.96	8.41	17.87	5.93	.00	502.34
			.00	.00	580.05	580.05	580.05	580.05	580.05		
		\$580.05		\$0.00	\$9.54	\$35.96	\$8.41	\$17.87	\$5.93	\$0.00	\$502.34
			\$0.00	\$0.00	\$580.05	\$580.05	\$580.05	\$580.05	\$580.05		
10000 Wanzer, Susan P 0502	05/01/2015	1,012.65		.00	41.55	55.80	13.05	28.43	9.43	138.40	725.99
			.00	.00	900.08	900.08	900.08	900.08	900.08		
		\$1,012.65		\$0.00	\$41.55	\$55.80	\$13.05	\$28.43	\$9.43	\$138.40	\$725.99
			\$0.00	\$0.00	\$900.08	\$900.08	\$900.08	\$900.08	\$900.08		
Department Clerk - Clerk Totals		\$4,808.92		\$0.00	\$311.66	\$276.06	\$64.56	\$140.59	\$46.64	\$425.66	\$3,543.75
			\$0.00	\$0.00	\$4,452.79	\$4,452.79	\$4,452.79	\$4,452.79	\$4,452.79		
Department Controller - Controller											
10000 Baker, Julie 3138	05/01/2015	1,277.64		.00	148.27	74.52	17.43	43.34	12.72	138.82	842.54
			.00	.00	1,161.88	1,201.88	1,201.88	1,161.88	1,161.88		
		\$1,277.64		\$0.00	\$148.27	\$74.52	\$17.43	\$43.34	\$12.72	\$138.82	\$842.54
			\$0.00	\$0.00	\$1,161.88	\$1,201.88	\$1,201.88	\$1,161.88	\$1,161.88		
10000 Beasley, Lori L 1371	05/01/2015	1,410.55		.00	147.27	73.69	17.24	69.22	20.80	269.57	812.76
			.00	.00	1,188.53	1,188.53	1,188.53	1,188.53	1,188.53		
		\$1,410.55		\$0.00	\$147.27	\$73.69	\$17.24	\$69.22	\$20.80	\$269.57	\$812.76
			\$0.00	\$0.00	\$1,188.53	\$1,188.53	\$1,188.53	\$1,188.53	\$1,188.53		
10000 Dean, Denise D 0248	05/01/2015	1,690.06		.00	132.18	96.01	22.45	46.53	18.83	258.51	1,115.55
			.00	.00	1,448.52	1,548.52	1,548.52	1,448.52	1,448.52		
		\$1,690.06		\$0.00	\$132.18	\$96.01	\$22.45	\$46.53	\$18.83	\$258.51	\$1,115.55
			\$0.00	\$0.00	\$1,448.52	\$1,548.52	\$1,548.52	\$1,448.52	\$1,448.52		



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Controller - Controller											
10000 Langley, Renee D 0302	05/01/2015	1,532.49		.00	109.01	83.33	19.48	42.70	16.82	272.83	988.32
			.00	.00	1,294.02	1,344.02	1,344.02	1,294.02	1,294.02		
		\$1,532.49		\$0.00	\$109.01	\$83.33	\$19.48	\$42.70	\$16.82	\$272.83	\$988.32
			\$0.00	\$0.00	\$1,294.02	\$1,344.02	\$1,344.02	\$1,294.02	\$1,294.02		
10000 Martindale, Julie A 0596	05/01/2015	2,196.92		.00	359.51	132.28	30.93	75.41	23.36	98.62	1,476.81
			.00	.00	2,133.63	2,133.63	2,133.63	2,133.63	2,133.63		
		\$2,196.92		\$0.00	\$359.51	\$132.28	\$30.93	\$75.41	\$23.36	\$98.62	\$1,476.81
			\$0.00	\$0.00	\$2,133.63	\$2,133.63	\$2,133.63	\$2,133.63	\$2,133.63		
10000 McGlothlin, Kelly S 0331	05/01/2015	1,660.63		.00	171.51	94.80	22.17	49.63	16.47	169.56	1,136.49
			.00	.00	1,503.99	1,528.99	1,528.99	1,503.99	1,503.99		
		\$1,660.63		\$0.00	\$171.51	\$94.80	\$22.17	\$49.63	\$16.47	\$169.56	\$1,136.49
			\$0.00	\$0.00	\$1,503.99	\$1,528.99	\$1,528.99	\$1,503.99	\$1,503.99		
10000 McMillian, Jeffrey D 0335	05/01/2015	2,692.29		.00	380.94	157.50	36.84	130.53	26.72	306.47	1,653.29
			.00	.00	2,440.25	2,540.25	2,540.25	2,440.25	2,440.25		
		\$2,692.29		\$0.00	\$380.94	\$157.50	\$36.84	\$130.53	\$26.72	\$306.47	\$1,653.29
			\$0.00	\$0.00	\$2,440.25	\$2,540.25	\$2,540.25	\$2,440.25	\$2,440.25		
10000 Mitchner, Tamara 1316	05/01/2015	2,070.80		.00	300.55	126.34	29.55	63.95	21.22	179.10	1,350.09
			.00	.00	1,937.77	2,037.77	2,037.77	1,937.77	1,937.77		
		\$2,070.80		\$0.00	\$300.55	\$126.34	\$29.55	\$63.95	\$21.22	\$179.10	\$1,350.09
			\$0.00	\$0.00	\$1,937.77	\$2,037.77	\$2,037.77	\$1,937.77	\$1,937.77		
10000 Reynolds, Beth A 1943	05/01/2015	1,369.39		.00	87.07	77.19	18.05	39.48	20.94	181.69	944.97
			.00	.00	1,234.94	1,244.94	1,244.94	1,234.94	1,234.94		
		\$1,369.39		\$0.00	\$87.07	\$77.19	\$18.05	\$39.48	\$20.94	\$181.69	\$944.97
			\$0.00	\$0.00	\$1,234.94	\$1,244.94	\$1,244.94	\$1,234.94	\$1,234.94		
10000 Silkworth, Amy L 0457	05/01/2015	1,386.54		.00	.00	68.62	16.05	35.70	11.85	317.66	936.66
			.00	.00	1,081.73	1,106.73	1,106.73	1,081.73	1,081.73		
		\$1,386.54		\$0.00	\$0.00	\$68.62	\$16.05	\$35.70	\$11.85	\$317.66	\$936.66
			\$0.00	\$0.00	\$1,081.73	\$1,106.73	\$1,106.73	\$1,081.73	\$1,081.73		



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Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Controller - Controller											
884 Smith, Samuel D	05/01/2015	2,550.38		.00	225.38	147.41	34.47	75.92	25.19	252.57	1,789.44
			.00	.00	2,377.51	2,377.51	2,377.51	2,377.51	2,377.51		
		\$2,550.38	\$0.00	\$0.00	\$225.38	\$147.41	\$34.47	\$75.92	\$25.19	\$252.57	\$1,789.44
			\$0.00	\$0.00	\$2,377.51	\$2,377.51	\$2,377.51	\$2,377.51	\$2,377.51		
834 Underwood, Jeffrey H	05/01/2015	3,513.23		.00	657.30	210.17	49.16	111.04	36.84	163.56	2,285.16
			.00	.00	3,364.79	3,389.79	3,389.79	3,364.79	3,364.79		
		\$3,513.23	\$0.00	\$0.00	\$657.30	\$210.17	\$49.16	\$111.04	\$36.84	\$163.56	\$2,285.16
			\$0.00	\$0.00	\$3,364.79	\$3,389.79	\$3,389.79	\$3,364.79	\$3,364.79		
10000 Waters, Laurel L 0514	05/01/2015	1,343.32		.00	97.35	78.52	18.36	40.14	13.32	166.36	929.27
			.00	.00	1,216.30	1,266.30	1,266.30	1,216.30	1,216.30		
		\$1,343.32	\$0.00	\$0.00	\$97.35	\$78.52	\$18.36	\$40.14	\$13.32	\$166.36	\$929.27
			\$0.00	\$0.00	\$1,216.30	\$1,266.30	\$1,266.30	\$1,216.30	\$1,216.30		
Department Controller - Controller											
		\$24,694.24	\$0.00	\$0.00	\$2,816.34	\$1,420.38	\$332.18	\$823.59	\$265.08	\$2,775.32	\$16,261.35
			\$0.00	\$0.00	\$22,383.86	\$22,908.86	\$22,908.86	\$22,383.86	\$22,383.86		
Department Council - Council											
825 Finn, Heather M	05/01/2015	451.70		.00	20.94	28.01	6.56	13.64	4.53	.00	378.02
			.00	.00	451.70	451.70	451.70	451.70	451.70		
		\$451.70	\$0.00	\$0.00	\$20.94	\$28.01	\$6.56	\$13.64	\$4.53	\$0.00	\$378.02
			\$0.00	\$0.00	\$451.70	\$451.70	\$451.70	\$451.70	\$451.70		
231 Granger, Dorothy J	05/01/2015	573.04		.00	24.34	30.11	7.04	14.76	4.90	87.37	404.52
			.00	.00	485.67	485.67	485.67	485.67	485.67		
		\$573.04	\$0.00	\$0.00	\$24.34	\$30.11	\$7.04	\$14.76	\$4.90	\$87.37	\$404.52
			\$0.00	\$0.00	\$485.67	\$485.67	\$485.67	\$485.67	\$485.67		
10000 Mayer, Timothy 0327	05/01/2015	573.04		.00	30.62	24.48	5.73	13.03	4.32	178.33	316.53
			.00	.00	394.71	394.71	394.71	394.71	394.71		
		\$573.04	\$0.00	\$0.00	\$30.62	\$24.48	\$5.73	\$13.03	\$4.32	\$178.33	\$316.53
			\$0.00	\$0.00	\$394.71	\$394.71	\$394.71	\$394.71	\$394.71		
229 Neher, Darryl R	05/01/2015	573.04		.00	8.84	35.53	8.31	17.64	5.85	.00	496.87
			.00	.00	573.04	573.04	573.04	573.04	573.04		
		\$573.04	\$0.00	\$0.00	\$8.84	\$35.53	\$8.31	\$17.64	\$5.85	\$0.00	\$496.87
			\$0.00	\$0.00	\$573.04	\$573.04	\$573.04	\$573.04	\$573.04		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Council - Council											
10000 Rhoads, Stacy Jane 2283	05/01/2015	2,121.05		.00	287.19	129.47	30.28	65.99	21.90	90.17	1,496.05
			.00	.00	2,038.20	2,088.20	2,088.20	2,038.20	2,038.20		
		\$2,121.05	\$0.00	\$0.00	\$287.19	\$129.47	\$30.28	\$65.99	\$21.90	\$90.17	\$1,496.05
			\$0.00	\$0.00	\$2,038.20	\$2,088.20	\$2,088.20	\$2,038.20	\$2,038.20		
971 Rogers, Jillian M	05/01/2015	29.25		.00	.00	1.81	.42	.00	.00	.00	27.02
			.00	.00	29.25	29.25	29.25	29.25	29.25		
		\$29.25	\$0.00	\$0.00	\$0.00	\$1.81	\$0.42	\$0.00	\$0.00	\$0.00	\$27.02
			\$0.00	\$0.00	\$29.25	\$29.25	\$29.25	\$29.25	\$29.25		
10000 Rollo, David R 1776	05/01/2015	573.04		.00	8.84	35.53	8.31	17.64	5.85	.00	496.87
			.00	.00	573.04	573.04	573.04	573.04	573.04		
		\$573.04	\$0.00	\$0.00	\$8.84	\$35.53	\$8.31	\$17.64	\$5.85	\$0.00	\$496.87
			\$0.00	\$0.00	\$573.04	\$573.04	\$573.04	\$573.04	\$573.04		
10000 Ruff, Andrew J 0422	05/01/2015	573.04		.00	136.11	27.74	6.49	13.50	4.48	125.56	259.16
			.00	.00	447.48	447.48	447.48	447.48	447.48		
		\$573.04	\$0.00	\$0.00	\$136.11	\$27.74	\$6.49	\$13.50	\$4.48	\$125.56	\$259.16
			\$0.00	\$0.00	\$447.48	\$447.48	\$447.48	\$447.48	\$447.48		
10000 Sandberg, Susan J 2577	05/01/2015	573.04		.00	94.42	35.31	8.25	17.53	5.82	3.52	408.19
			.00	.00	569.52	569.52	569.52	569.52	569.52		
		\$573.04	\$0.00	\$0.00	\$94.42	\$35.31	\$8.25	\$17.53	\$5.82	\$3.52	\$408.19
			\$0.00	\$0.00	\$569.52	\$569.52	\$569.52	\$569.52	\$569.52		
10000 Sherman, Daniel 0448	05/01/2015	3,131.65		.00	650.00	183.88	43.00	90.00	22.74	1,065.90	1,076.13
			.00	.00	2,076.55	2,965.74	2,965.74	2,076.55	2,076.55		
		\$3,131.65	\$0.00	\$0.00	\$650.00	\$183.88	\$43.00	\$90.00	\$22.74	\$1,065.90	\$1,076.13
			\$0.00	\$0.00	\$2,076.55	\$2,965.74	\$2,965.74	\$2,076.55	\$2,076.55		
230 Spechler, Martin C	05/01/2015	573.04		.00	8.84	35.53	8.31	17.64	5.85	.00	496.87
			.00	.00	573.04	573.04	573.04	573.04	573.04		
		\$573.04	\$0.00	\$0.00	\$8.84	\$35.53	\$8.31	\$17.64	\$5.85	\$0.00	\$496.87
			\$0.00	\$0.00	\$573.04	\$573.04	\$573.04	\$573.04	\$573.04		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Council - Council											
10000 Sturbaum, Chris W 2037	05/01/2015	573.04		.00	75.00	22.09	5.16	9.22	3.06	216.80	241.71
			.00	.00	356.24	356.24	356.24	356.24	356.24		
		\$573.04		\$0.00	\$75.00	\$22.09	\$5.16	\$9.22	\$3.06	\$216.80	\$241.71
			\$0.00	\$0.00	\$356.24	\$356.24	\$356.24	\$356.24	\$356.24		
10000 Volan, Stephen G 2038	05/01/2015	573.04		.00	22.00	28.67	6.71	13.99	4.64	110.75	386.28
			.00	.00	462.29	462.29	462.29	462.29	462.29		
		\$573.04		\$0.00	\$22.00	\$28.67	\$6.71	\$13.99	\$4.64	\$110.75	\$386.28
			\$0.00	\$0.00	\$462.29	\$462.29	\$462.29	\$462.29	\$462.29		
Department Council - Council Totals		\$10,891.01		\$0.00	\$1,367.14	\$618.16	\$144.57	\$304.58	\$93.94	\$1,878.40	\$6,484.22
			\$0.00	\$0.00	\$9,030.73	\$9,969.92	\$9,969.92	\$9,030.73	\$9,030.73		
Department ESD - Economic & Sustainable Dev											
10000 Alano Martin, Danise C 2337	05/01/2015	3,199.39		.00	576.29	188.03	43.97	98.81	32.79	184.36	2,075.14
			.00	.00	3,032.72	3,032.72	3,032.72	3,032.72	3,032.72		
		\$3,199.39		\$0.00	\$576.29	\$188.03	\$43.97	\$98.81	\$32.79	\$184.36	\$2,075.14
			\$0.00	\$0.00	\$3,032.72	\$3,032.72	\$3,032.72	\$3,032.72	\$3,032.72		
10000 Bauer, Jacqueline M 2288	05/01/2015	2,061.24		.00	112.08	128.24	30.00	47.19	16.08	600.00	1,127.65
			.00	.00	1,468.35	2,068.35	2,068.35	1,468.35	1,468.35		
		\$2,061.24		\$0.00	\$112.08	\$128.24	\$30.00	\$47.19	\$16.08	\$600.00	\$1,127.65
			\$0.00	\$0.00	\$1,468.35	\$2,068.35	\$2,068.35	\$1,468.35	\$1,468.35		
445 Carnes, Jason C	05/01/2015	2,159.83		.00	220.25	126.21	29.52	67.18	22.29	140.67	1,553.71
			.00	.00	2,035.61	2,035.61	2,035.61	2,035.61	2,035.61		
		\$2,159.83		\$0.00	\$220.25	\$126.21	\$29.52	\$67.18	\$22.29	\$140.67	\$1,553.71
			\$0.00	\$0.00	\$2,035.61	\$2,035.61	\$2,035.61	\$2,035.61	\$2,035.61		
905 Hughes, Emily C	05/01/2015	210.00		.00	12.15	13.02	3.04	5.66	1.88	.00	174.25
			.00	.00	210.00	210.00	210.00	210.00	210.00		
		\$210.00		\$0.00	\$12.15	\$13.02	\$3.04	\$5.66	\$1.88	\$0.00	\$174.25
			\$0.00	\$0.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00		
10000 Michaelsen, Miah F 2999	05/01/2015	2,159.85		.00	32.97	133.92	31.31	40.83	13.55	884.00	1,023.27
			.00	.00	1,275.85	2,159.85	2,159.85	1,275.85	1,275.85		
		\$2,159.85		\$0.00	\$32.97	\$133.92	\$31.31	\$40.83	\$13.55	\$884.00	\$1,023.27
			\$0.00	\$0.00	\$1,275.85	\$2,159.85	\$2,159.85	\$1,275.85	\$1,275.85		
Department ESD - Economic &		\$9,790.31		\$0.00	\$953.74	\$589.42	\$137.84	\$259.67	\$86.59	\$1,809.03	\$5,954.02



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
			\$0.00	\$0.00	\$8,022.53	\$9,506.53	\$9,506.53	\$8,022.53	\$8,022.53		
Department Facilities - Facilities Maintenance											
10000 Burch, Evan G 3828	05/01/2015	943.36		.00	81.87	56.19	13.14	28.64	9.50	40.17	713.85
			.00	.00	906.38	906.38	906.38	906.38	906.38		
		\$943.36	\$0.00	\$0.00	\$81.87	\$56.19	\$13.14	\$28.64	\$9.50	\$40.17	\$713.85
			\$0.00	\$0.00	\$906.38	\$906.38	\$906.38	\$906.38	\$906.38		
10000 Collins, Barry 0111	05/01/2015	2,168.64		.00	233.36	131.63	30.78	70.06	23.25	71.91	1,607.65
			.00	.00	2,123.07	2,123.07	2,123.07	2,123.07	2,123.07		
		\$2,168.64	\$0.00	\$0.00	\$233.36	\$131.63	\$30.78	\$70.06	\$23.25	\$71.91	\$1,607.65
			\$0.00	\$0.00	\$2,123.07	\$2,123.07	\$2,123.07	\$2,123.07	\$2,123.07		
892 Daily, Ryan D	05/01/2015	2,275.38		.00	337.33	138.80	32.46	72.61	24.09	36.65	1,633.44
			.00	.00	2,238.73	2,238.73	2,238.73	2,238.73	2,238.73		
		\$2,275.38	\$0.00	\$0.00	\$337.33	\$138.80	\$32.46	\$72.61	\$24.09	\$36.65	\$1,633.44
			\$0.00	\$0.00	\$2,238.73	\$2,238.73	\$2,238.73	\$2,238.73	\$2,238.73		
10000 Flake, Russell K 3642	05/01/2015	1,996.40		.00	316.51	124.10	29.01	66.05	21.92	84.51	1,354.30
			.00	.00	2,001.60	2,001.60	2,001.60	2,001.60	2,001.60		
		\$1,996.40	\$0.00	\$0.00	\$316.51	\$124.10	\$29.01	\$66.05	\$21.92	\$84.51	\$1,354.30
			\$0.00	\$0.00	\$2,001.60	\$2,001.60	\$2,001.60	\$2,001.60	\$2,001.60		
898 Goodman, Jessica D	05/01/2015	1,162.40		.00	124.20	64.15	15.00	32.88	10.91	133.01	782.25
			.00	.00	1,034.74	1,034.74	1,034.74	1,034.74	1,034.74		
		\$1,162.40	\$0.00	\$0.00	\$124.20	\$64.15	\$15.00	\$32.88	\$10.91	\$133.01	\$782.25
			\$0.00	\$0.00	\$1,034.74	\$1,034.74	\$1,034.74	\$1,034.74	\$1,034.74		
902 McPike, Michael S	05/01/2015	348.72		.00	.00	21.61	5.06	8.97	2.98	.00	310.10
			.00	.00	348.72	348.72	348.72	348.72	348.72		
		\$348.72	\$0.00	\$0.00	\$0.00	\$21.61	\$5.06	\$8.97	\$2.98	\$0.00	\$310.10
			\$0.00	\$0.00	\$348.72	\$348.72	\$348.72	\$348.72	\$348.72		
444 Remillard, Peter G	05/01/2015	570.00		.00	32.77	35.34	8.26	18.81	6.24	.00	468.58
			.00	.00	570.00	570.00	570.00	570.00	570.00		
		\$570.00	\$0.00	\$0.00	\$32.77	\$35.34	\$8.26	\$18.81	\$6.24	\$0.00	\$468.58
			\$0.00	\$0.00	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00		
899 Sallade, George C	05/01/2015	1,162.40		.00	81.91	69.03	16.14	36.74	19.48	53.05	886.05
			.00	.00	1,113.36	1,113.36	1,113.36	1,113.36	1,113.36		
		\$1,162.40	\$0.00	\$0.00	\$81.91	\$69.03	\$16.14	\$36.74	\$19.48	\$53.05	\$886.05
			\$0.00	\$0.00	\$1,113.36	\$1,113.36	\$1,113.36	\$1,113.36	\$1,113.36		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Facilities - Facilities Maintenance											
900 Sowders, Zachary F	05/01/2015	1,162.40		.00	92.30	70.05	16.38	36.01	11.95	36.65	899.06
			.00	.00	1,129.76	1,129.76	1,129.76	1,129.76	1,129.76		
		\$1,162.40	\$0.00	\$0.00	\$92.30	\$70.05	\$16.38	\$36.01	\$11.95	\$36.65	\$899.06
			\$0.00	\$0.00	\$1,129.76	\$1,129.76	\$1,129.76	\$1,129.76	\$1,129.76		
901 Umphress, Dalton J	05/01/2015	639.32		.00	.00	37.40	8.75	18.64	6.18	41.89	526.46
			.00	.00	603.16	603.16	603.16	603.16	603.16		
		\$639.32	\$0.00	\$0.00	\$0.00	\$37.40	\$8.75	\$18.64	\$6.18	\$41.89	\$526.46
			\$0.00	\$0.00	\$603.16	\$603.16	\$603.16	\$603.16	\$603.16		
10000 Wallock, Barry G 3578	05/01/2015	1,263.92		.00	128.20	75.34	17.62	38.83	12.89	76.49	914.55
			.00	.00	1,215.23	1,215.23	1,215.23	1,215.23	1,215.23		
		\$1,263.92	\$0.00	\$0.00	\$128.20	\$75.34	\$17.62	\$38.83	\$12.89	\$76.49	\$914.55
			\$0.00	\$0.00	\$1,215.23	\$1,215.23	\$1,215.23	\$1,215.23	\$1,215.23		
Department Facilities - Facilities		\$13,692.94	\$0.00	\$0.00	\$1,428.45	\$823.64	\$192.60	\$428.24	\$149.39	\$574.33	\$10,096.29
			\$0.00	\$0.00	\$13,284.75	\$13,284.75	\$13,284.75	\$13,284.75	\$13,284.75		
Department Fleet - Fleet Maintenance											
10000 Ayers, John W 3000	05/01/2015	1,548.80		.00	197.69	90.40	21.14	58.11	15.97	204.35	961.14
			.00	.00	1,457.98	1,457.98	1,457.98	1,457.98	1,457.98		
		\$1,548.80	\$0.00	\$0.00	\$197.69	\$90.40	\$21.14	\$58.11	\$15.97	\$204.35	\$961.14
			\$0.00	\$0.00	\$1,457.98	\$1,457.98	\$1,457.98	\$1,457.98	\$1,457.98		
10000 Bowlen, Lisa R 0074	05/01/2015	1,440.56		.00	169.71	84.20	19.70	44.16	14.65	107.37	1,000.77
			.00	.00	1,338.16	1,358.16	1,358.16	1,338.16	1,338.16		
		\$1,440.56	\$0.00	\$0.00	\$169.71	\$84.20	\$19.70	\$44.16	\$14.65	\$107.37	\$1,000.77
			\$0.00	\$0.00	\$1,338.16	\$1,358.16	\$1,358.16	\$1,338.16	\$1,338.16		
10000 Goble, Scott D 0210	05/01/2015	1,842.58		.00	183.28	110.92	25.95	59.04	19.59	142.12	1,301.68
			.00	.00	1,789.20	1,789.20	1,789.20	1,789.20	1,789.20		
		\$1,842.58	\$0.00	\$0.00	\$183.28	\$110.92	\$25.95	\$59.04	\$19.59	\$142.12	\$1,301.68
			\$0.00	\$0.00	\$1,789.20	\$1,789.20	\$1,789.20	\$1,789.20	\$1,789.20		
913 Hash, Robert Blake	05/01/2015	1,374.40		.00	152.01	75.65	17.69	40.27	13.36	169.63	905.79
			.00	.00	1,220.16	1,220.16	1,220.16	1,220.16	1,220.16		
		\$1,374.40	\$0.00	\$0.00	\$152.01	\$75.65	\$17.69	\$40.27	\$13.36	\$169.63	\$905.79
			\$0.00	\$0.00	\$1,220.16	\$1,220.16	\$1,220.16	\$1,220.16	\$1,220.16		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Fleet - Fleet Maintenance											
10000 Lazell, Lisa 0304	05/01/2015	1,563.18		.00	172.17	93.52	21.87	48.51	35.21	60.17	1,131.73
			.00	.00	1,508.40	1,508.40	1,508.40	1,508.40	1,508.40		
		\$1,563.18	\$0.00	\$0.00	\$172.17	\$93.52	\$21.87	\$48.51	\$35.21	\$60.17	\$1,131.73
914 Robinson, Frank L	05/01/2015	1,374.40		.00	170.30	79.07	18.49	47.09	13.97	532.84	512.64
			.00	.00	1,275.38	1,275.38	1,275.38	1,275.38	1,275.38		
		\$1,374.40	\$0.00	\$0.00	\$170.30	\$79.07	\$18.49	\$47.09	\$13.97	\$532.84	\$512.64
10000 Rushton, Bradley C 2061	05/01/2015	1,731.20		.00	186.88	90.06	21.06	47.94	15.91	390.84	978.51
			.00	.00	1,452.58	1,452.58	1,452.58	1,452.58	1,452.58		
		\$1,731.20	\$0.00	\$0.00	\$186.88	\$90.06	\$21.06	\$47.94	\$15.91	\$390.84	\$978.51
10000 Sharp, Keith L 0445	05/01/2015	1,854.00		.00	154.43	99.00	23.15	52.70	17.49	338.06	1,169.17
			.00	.00	1,596.82	1,596.82	1,596.82	1,596.82	1,596.82		
		\$1,854.00	\$0.00	\$0.00	\$154.43	\$99.00	\$23.15	\$52.70	\$17.49	\$338.06	\$1,169.17
815 Smith, James M	05/01/2015	1,592.00		.00	187.29	90.23	21.10	48.03	15.94	199.64	1,029.77
			.00	.00	1,455.34	1,455.34	1,455.34	1,455.34	1,455.34		
		\$1,592.00	\$0.00	\$0.00	\$187.29	\$90.23	\$21.10	\$48.03	\$15.94	\$199.64	\$1,029.77
10000 Young, Michael K 0537	05/01/2015	2,312.71		.00	387.12	141.61	33.12	75.37	25.01	36.65	1,613.83
			.00	.00	2,284.04	2,284.04	2,284.04	2,284.04	2,284.04		
		\$2,312.71	\$0.00	\$0.00	\$387.12	\$141.61	\$33.12	\$75.37	\$25.01	\$36.65	\$1,613.83
Department Fleet - Fleet Maintenance		\$16,633.83	\$0.00	\$0.00	\$1,960.88	\$954.66	\$223.27	\$521.22	\$187.10	\$2,181.67	\$10,605.03
Department HR - Human Resources					\$15,378.06	\$15,398.06	\$15,398.06	\$15,378.06	\$15,378.06		
10000 Chestnut, Janice E 0103	05/01/2015	1,742.98		.00	144.48	91.14	21.31	38.61	12.81	592.73	841.90
			.00	.00	1,169.91	1,469.91	1,469.91	1,169.91	1,169.91		
		\$1,742.98	\$0.00	\$0.00	\$144.48	\$91.14	\$21.31	\$38.61	\$12.81	\$592.73	\$841.90
			\$0.00	\$0.00	\$1,169.91	\$1,469.91	\$1,469.91	\$1,169.91	\$1,169.91		



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Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HR - Human Resources											
965 Hendrix, Brenda K	05/01/2015	2,038.46		.00	314.22	123.53	28.89	65.75	54.19	53.05	1,398.83
			.00	.00	1,992.44	1,992.44	1,992.44	1,992.44	1,992.44		
		\$2,038.46	\$0.00	\$0.00	\$314.22	\$123.53	\$28.89	\$65.75	\$54.19	\$53.05	\$1,398.83
498 Russey, Samantha	05/01/2015	1,200.34		.00	141.52	71.31	16.68	37.96	12.59	50.17	870.11
			.00	.00	1,150.17	1,150.17	1,150.17	1,150.17	1,150.17		
		\$1,200.34	\$0.00	\$0.00	\$141.52	\$71.31	\$16.68	\$37.96	\$12.59	\$50.17	\$870.11
10000 Sims, Doris J 0453	05/01/2015	3,331.08		.00	546.02	202.96	47.46	101.43	33.66	278.83	2,120.72
			.00	.00	3,073.52	3,273.52	3,273.52	3,073.52	3,073.52		
		\$3,331.08	\$0.00	\$0.00	\$546.02	\$202.96	\$47.46	\$101.43	\$33.66	\$278.83	\$2,120.72
401 Stedman, Kathleen D	05/01/2015	2,400.92		.00	346.70	134.69	31.50	68.77	22.82	292.42	1,504.02
			.00	.00	2,122.39	2,172.39	2,172.39	2,122.39	2,122.39		
		\$2,400.92	\$0.00	\$0.00	\$346.70	\$134.69	\$31.50	\$68.77	\$22.82	\$292.42	\$1,504.02
			\$0.00	\$0.00	\$2,122.39	\$2,172.39	\$2,172.39	\$2,122.39	\$2,122.39		
Department HR - Human Resources											
		\$10,713.78	\$0.00	\$0.00	\$1,492.94	\$623.63	\$145.84	\$312.52	\$136.07	\$1,267.20	\$6,735.58
			\$0.00	\$0.00	\$9,508.43	\$10,058.43	\$10,058.43	\$9,508.43	\$9,508.43		
Department ITS - Information & Technology Service											
10000 Bowlen, Kevin M 1824	05/01/2015	1,660.28		.00	151.71	94.60	22.12	49.08	16.29	158.74	1,167.74
			.00	.00	1,525.84	1,525.84	1,525.84	1,525.84	1,525.84		
		\$1,660.28	\$0.00	\$0.00	\$151.71	\$94.60	\$22.12	\$49.08	\$16.29	\$158.74	\$1,167.74
947 Brandt, Charles C	05/01/2015	2,519.23		.00	271.01	156.73	36.65	82.15	27.26	5.40	1,940.03
			.00	.00	2,527.92	2,527.92	2,527.92	2,527.92	2,527.92		
		\$2,519.23	\$0.00	\$0.00	\$271.01	\$156.73	\$36.65	\$82.15	\$27.26	\$5.40	\$1,940.03
			\$0.00	\$0.00	\$2,527.92	\$2,527.92	\$2,527.92	\$2,527.92	\$2,527.92		
864 DeHart, Cassandra	05/01/2015	1,451.53		.00	31.44	82.21	19.22	39.95	13.26	138.70	1,126.75
			.00	.00	1,325.97	1,325.97	1,325.97	1,325.97	1,325.97		
		\$1,451.53	\$0.00	\$0.00	\$31.44	\$82.21	\$19.22	\$39.95	\$13.26	\$138.70	\$1,126.75
			\$0.00	\$0.00	\$1,325.97	\$1,325.97	\$1,325.97	\$1,325.97	\$1,325.97		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ITS - Information & Technology Service											
10000 Dietz, Richard B 2301	05/01/2015	3,199.39		.00	554.95	192.77	45.08	101.34	33.62	103.17	2,168.46
			.00	.00	3,109.22	3,109.22	3,109.22	3,109.22	3,109.22		
		\$3,199.39	\$0.00	\$0.00	\$554.95	\$192.77	\$45.08	\$101.34	\$33.62	\$103.17	\$2,168.46
			\$0.00	\$0.00	\$3,109.22	\$3,109.22	\$3,109.22	\$3,109.22	\$3,109.22		
10000 Eubank, Debra A 0180	05/01/2015	1,793.73		.00	172.66	103.02	24.09	48.62	16.13	366.52	1,062.69
			.00	.00	1,511.67	1,661.67	1,661.67	1,511.67	1,511.67		
		\$1,793.73	\$0.00	\$0.00	\$172.66	\$103.02	\$24.09	\$48.62	\$16.13	\$366.52	\$1,062.69
			\$0.00	\$0.00	\$1,511.67	\$1,661.67	\$1,661.67	\$1,511.67	\$1,511.67		
10000 Gilliland, Linda 0207	05/01/2015	2,014.99		.00	176.55	111.25	26.01	57.56	19.10	318.79	1,305.73
			.00	.00	1,744.33	1,794.33	1,794.33	1,744.33	1,744.33		
		\$2,014.99	\$0.00	\$0.00	\$176.55	\$111.25	\$26.01	\$57.56	\$19.10	\$318.79	\$1,305.73
			\$0.00	\$0.00	\$1,744.33	\$1,794.33	\$1,794.33	\$1,744.33	\$1,744.33		
10000 Goodman, James R 0213	05/01/2015	1,722.62		.00	236.72	104.31	24.39	55.52	18.42	40.17	1,243.09
			.00	.00	1,682.45	1,682.45	1,682.45	1,682.45	1,682.45		
		\$1,722.62	\$0.00	\$0.00	\$236.72	\$104.31	\$24.39	\$55.52	\$18.42	\$40.17	\$1,243.09
			\$0.00	\$0.00	\$1,682.45	\$1,682.45	\$1,682.45	\$1,682.45	\$1,682.45		
10000 Goodwin, Justin E 2564	05/01/2015	1,638.33		.00	114.81	92.16	21.55	47.79	15.86	171.60	1,174.56
			.00	.00	1,486.53	1,486.53	1,486.53	1,486.53	1,486.53		
		\$1,638.33	\$0.00	\$0.00	\$114.81	\$92.16	\$21.55	\$47.79	\$15.86	\$171.60	\$1,174.56
			\$0.00	\$0.00	\$1,486.53	\$1,486.53	\$1,486.53	\$1,486.53	\$1,486.53		
10000 Haley, Laura M 0225	05/01/2015	2,531.24		.00	304.45	152.59	35.69	73.35	24.34	314.98	1,625.84
			.00	.00	2,261.07	2,461.07	2,461.07	2,261.07	2,261.07		
		\$2,531.24	\$0.00	\$0.00	\$304.45	\$152.59	\$35.69	\$73.35	\$24.34	\$314.98	\$1,625.84
			\$0.00	\$0.00	\$2,261.07	\$2,461.07	\$2,461.07	\$2,261.07	\$2,261.07		
881 Hiester, Daniel A	05/01/2015	1,686.92		.00	144.86	104.59	24.46	54.40	18.05	5.00	1,335.56
			.00	.00	1,686.92	1,686.92	1,686.92	1,686.92	1,686.92		
		\$1,686.92	\$0.00	\$0.00	\$144.86	\$104.59	\$24.46	\$54.40	\$18.05	\$5.00	\$1,335.56
			\$0.00	\$0.00	\$1,686.92	\$1,686.92	\$1,686.92	\$1,686.92	\$1,686.92		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ITS - Information & Technology Service											
10000 Ingham, Nathan C 2476	05/01/2015	2,478.56		.00	339.96	150.31	35.15	74.23	24.63	229.30	1,624.98
			.00	.00	2,249.26	2,424.26	2,424.26	2,249.26	2,249.26		
		\$2,478.56	\$0.00	\$0.00	\$339.96	\$150.31	\$35.15	\$74.23	\$24.63	\$229.30	\$1,624.98
863 Kirk, Russell L	05/01/2015	1,564.09		.00	123.58	86.25	20.17	45.91	15.23	178.33	1,094.62
			.00	.00	1,391.16	1,391.16	1,391.16	1,391.16	1,391.16		
		\$1,564.09	\$0.00	\$0.00	\$123.58	\$86.25	\$20.17	\$45.91	\$15.23	\$178.33	\$1,094.62
5 Morrow, Eric J	05/01/2015	2,184.92		.00	294.04	132.64	31.02	69.33	23.01	61.28	1,573.60
			.00	.00	2,139.41	2,139.41	2,139.41	2,139.41	2,139.41		
		\$2,184.92	\$0.00	\$0.00	\$294.04	\$132.64	\$31.02	\$69.33	\$23.01	\$61.28	\$1,573.60
10000 Routon, Richard D 0420	05/01/2015	2,902.64		.00	514.81	179.48	41.98	97.23	30.60	125.25	1,913.29
			.00	.00	2,794.83	2,894.83	2,894.83	2,794.83	2,794.83		
		\$2,902.64	\$0.00	\$0.00	\$514.81	\$179.48	\$41.98	\$97.23	\$30.60	\$125.25	\$1,913.29
10000 Schertz, Alan 2504	05/01/2015	2,567.23		.00	314.96	150.63	35.23	65.85	21.85	580.67	1,398.04
			.00	.00	1,995.42	2,429.42	2,429.42	1,995.42	1,995.42		
		\$2,567.23	\$0.00	\$0.00	\$314.96	\$150.63	\$35.23	\$65.85	\$21.85	\$580.67	\$1,398.04
10000 Sibó, Walid 1341	05/01/2015	2,365.31		.00	113.36	132.58	31.01	60.16	19.96	426.89	1,581.35
			.00	.00	1,938.42	2,138.42	2,138.42	1,938.42	1,938.42		
		\$2,365.31	\$0.00	\$0.00	\$113.36	\$132.58	\$31.01	\$60.16	\$19.96	\$426.89	\$1,581.35
594 Stier, Max C	05/01/2015	1,640.63		.00	129.33	88.63	20.73	47.17	25.30	230.12	1,099.35
			.00	.00	1,429.49	1,429.49	1,429.49	1,429.49	1,429.49		
		\$1,640.63	\$0.00	\$0.00	\$129.33	\$88.63	\$20.73	\$47.17	\$25.30	\$230.12	\$1,099.35
840 White, Robert A	05/01/2015	2,471.54		.00	220.82	135.98	31.80	71.11	23.60	306.75	1,681.48
			.00	.00	2,193.32	2,193.32	2,193.32	2,193.32	2,193.32		
		\$2,471.54	\$0.00	\$0.00	\$220.82	\$135.98	\$31.80	\$71.11	\$23.60	\$306.75	\$1,681.48



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ITS - Information &		\$38,393.18		\$0.00	\$4,210.02	\$2,250.73	\$526.35	\$1,140.75	\$386.51	\$3,761.66	\$26,117.16
			\$0.00	\$0.00	\$34,993.23	\$36,302.23	\$36,302.23	\$34,993.23	\$34,993.23		
Department Legal - Legal											
833 Cameron, Thomas	05/01/2015	2,471.54		.00	203.26	147.80	34.56	74.86	24.84	98.79	1,887.43
			.00	.00	2,383.91	2,383.91	2,383.91	2,383.91	2,383.91		
		\$2,471.54		\$0.00	\$203.26	\$147.80	\$34.56	\$74.86	\$24.84	\$98.79	\$1,887.43
			\$0.00	\$0.00	\$2,383.91	\$2,383.91	\$2,383.91	\$2,383.91	\$2,383.91		
10000 McKinney, Barbara E 0334	05/01/2015	2,908.78		.00	379.24	170.50	39.88	88.29	29.30	211.76	1,989.81
			.00	.00	2,714.06	2,750.06	2,750.06	2,714.06	2,714.06		
		\$2,908.78		\$0.00	\$379.24	\$170.50	\$39.88	\$88.29	\$29.30	\$211.76	\$1,989.81
			\$0.00	\$0.00	\$2,714.06	\$2,750.06	\$2,750.06	\$2,714.06	\$2,714.06		
10000 Moore, Jacquelyn F 2553	05/01/2015	2,612.90		.00	411.54	153.87	35.99	78.60	26.08	322.08	1,584.74
			.00	.00	2,381.74	2,481.74	2,481.74	2,381.74	2,381.74		
		\$2,612.90		\$0.00	\$411.54	\$153.87	\$35.99	\$78.60	\$26.08	\$322.08	\$1,584.74
			\$0.00	\$0.00	\$2,381.74	\$2,481.74	\$2,481.74	\$2,381.74	\$2,381.74		
10000 Mulvihill, Patricia M 2303	05/01/2015	2,942.31		.00	524.14	176.21	41.21	93.46	31.01	128.79	1,947.49
			.00	.00	2,832.14	2,842.14	2,842.14	2,832.14	2,832.14		
		\$2,942.31		\$0.00	\$524.14	\$176.21	\$41.21	\$93.46	\$31.01	\$128.79	\$1,947.49
			\$0.00	\$0.00	\$2,832.14	\$2,842.14	\$2,842.14	\$2,832.14	\$2,832.14		
10000 Rice, Marjorie K 2956	05/01/2015	3,513.25		.00	317.19	197.28	46.14	87.23	28.95	917.43	1,919.03
			.00	.00	2,681.90	3,181.90	3,181.90	2,681.90	2,681.90		
		\$3,513.25		\$0.00	\$317.19	\$197.28	\$46.14	\$87.23	\$28.95	\$917.43	\$1,919.03
			\$0.00	\$0.00	\$2,681.90	\$3,181.90	\$3,181.90	\$2,681.90	\$2,681.90		
447 Small, Greg A	05/01/2015	2,861.10		.00	36.71	157.74	36.89	73.80	22.36	323.72	2,209.88
			.00	.00	2,544.07	2,544.07	2,544.07	2,544.07	2,544.07		
		\$2,861.10		\$0.00	\$36.71	\$157.74	\$36.89	\$73.80	\$22.36	\$323.72	\$2,209.88
			\$0.00	\$0.00	\$2,544.07	\$2,544.07	\$2,544.07	\$2,544.07	\$2,544.07		
10000 Toddy, Barbara L 0483	05/01/2015	1,324.40		.00	90.49	82.11	19.20	42.44	14.50	2.00	1,073.66
			.00	.00	1,324.40	1,324.40	1,324.40	1,324.40	1,324.40		
		\$1,324.40		\$0.00	\$90.49	\$82.11	\$19.20	\$42.44	\$14.50	\$2.00	\$1,073.66
			\$0.00	\$0.00	\$1,324.40	\$1,324.40	\$1,324.40	\$1,324.40	\$1,324.40		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Legal - Legal											
831 Wheeler, Christopher J	05/01/2015	2,471.54		.00	266.88	149.95	35.07	74.73	24.80	62.95	1,857.16
			.00	.00	2,418.49	2,418.49	2,418.49	2,418.49	2,418.49		
		\$2,471.54		\$0.00	\$266.88	\$149.95	\$35.07	\$74.73	\$24.80	\$62.95	\$1,857.16
			\$0.00	\$0.00	\$2,418.49	\$2,418.49	\$2,418.49	\$2,418.49	\$2,418.49		
10000 Whitlow, Heather G 3795	05/01/2015	1,634.82		.00	156.47	101.71	23.79	53.15	17.63	167.19	1,114.88
			.00	.00	1,610.46	1,640.46	1,640.46	1,610.46	1,610.46		
		\$1,634.82		\$0.00	\$156.47	\$101.71	\$23.79	\$53.15	\$17.63	\$167.19	\$1,114.88
			\$0.00	\$0.00	\$1,610.46	\$1,640.46	\$1,640.46	\$1,610.46	\$1,610.46		
Department Legal - Legal Totals		\$22,740.64		\$0.00	\$2,385.92	\$1,337.17	\$312.73	\$666.56	\$219.47	\$2,234.71	\$15,584.08
			\$0.00	\$0.00	\$20,891.17	\$21,567.17	\$21,567.17	\$20,891.17	\$20,891.17		
Department OOTM - Office of the Mayor											
10000 Daily, Diane E 2442	05/01/2015	1,747.53		.00	195.42	106.23	24.85	53.62	17.79	123.03	1,226.59
			.00	.00	1,663.39	1,713.39	1,713.39	1,663.39	1,663.39		
		\$1,747.53		\$0.00	\$195.42	\$106.23	\$24.85	\$53.62	\$17.79	\$123.03	\$1,226.59
			\$0.00	\$0.00	\$1,663.39	\$1,713.39	\$1,713.39	\$1,663.39	\$1,663.39		
917 Halloran, Maria E	05/01/2015	120.00		.00	3.15	7.44	1.73	2.69	.89	.00	104.10
			.00	.00	120.00	120.00	120.00	120.00	120.00		
		\$120.00		\$0.00	\$3.15	\$7.44	\$1.73	\$2.69	\$0.89	\$0.00	\$104.10
			\$0.00	\$0.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00		
926 Hunter, Lance T	05/01/2015	70.00		.00	.00	4.34	1.02	2.31	.77	.00	61.56
			.00	.00	70.00	70.00	70.00	70.00	70.00		
		\$70.00		\$0.00	\$0.00	\$4.34	\$1.02	\$2.31	\$0.77	\$0.00	\$61.56
			\$0.00	\$0.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00		
915 Jones, Riley J	05/01/2015	85.80		.00	.00	5.31	1.24	1.56	.52	.00	77.17
			.00	.00	85.80	85.80	85.80	85.80	85.80		
		\$85.80		\$0.00	\$0.00	\$5.31	\$1.24	\$1.56	\$0.52	\$0.00	\$77.17
			\$0.00	\$0.00	\$85.80	\$85.80	\$85.80	\$85.80	\$85.80		
10000 Kruzan, Mark 2030	05/01/2015	3,820.04		.00	779.67	246.68	57.69	131.29	43.57	.00	2,561.14
			.00	.00	3,978.61	3,978.61	3,978.61	3,978.61	3,978.61		
		\$3,820.04		\$0.00	\$779.67	\$246.68	\$57.69	\$131.29	\$43.57	\$0.00	\$2,561.14
			\$0.00	\$0.00	\$3,978.61	\$3,978.61	\$3,978.61	\$3,978.61	\$3,978.61		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department OOTM - Office of the Mayor											
378 Lopez, Alexa C	05/01/2015	2,192.31		.00	314.35	133.10	31.13	69.58	23.09	53.05	1,568.01
			.00	.00	2,146.82	2,146.82	2,146.82	2,146.82	2,146.82		
		\$2,192.31		\$0.00	\$314.35	\$133.10	\$31.13	\$69.58	\$23.09	\$53.05	\$1,568.01
			\$0.00	\$0.00	\$2,146.82	\$2,146.82	\$2,146.82	\$2,146.82	\$2,146.82		
10000 Wason, Adam G 2982	05/01/2015	3,513.27		.00	611.95	197.37	46.16	105.05	34.86	449.51	2,068.37
			.00	.00	3,183.39	3,183.39	3,183.39	3,183.39	3,183.39		
		\$3,513.27		\$0.00	\$611.95	\$197.37	\$46.16	\$105.05	\$34.86	\$449.51	\$2,068.37
			\$0.00	\$0.00	\$3,183.39	\$3,183.39	\$3,183.39	\$3,183.39	\$3,183.39		
Department OOTM - Office of the Mayor											
		\$11,548.95		\$0.00	\$1,904.54	\$700.47	\$163.82	\$366.10	\$121.49	\$625.59	\$7,666.94
			\$0.00	\$0.00	\$11,248.01	\$11,298.01	\$11,298.01	\$11,248.01	\$11,248.01		
Department Plan - Planning and Transportation											
10000 Alexander, Richard L 1327	05/01/2015	2,066.78		.00	129.09	113.80	26.62	56.01	17.74	371.91	1,351.61
			.00	.00	1,735.58	1,835.58	1,835.58	1,735.58	1,735.58		
		\$2,066.78		\$0.00	\$129.09	\$113.80	\$26.62	\$56.01	\$17.74	\$371.91	\$1,351.61
			\$0.00	\$0.00	\$1,735.58	\$1,835.58	\$1,835.58	\$1,735.58	\$1,735.58		
10000 Aten, Roy E 0055	05/01/2015	2,314.61		.00	185.33	128.79	30.12	71.01	21.90	287.23	1,590.23
			.00	.00	2,077.21	2,077.21	2,077.21	2,077.21	2,077.21		
		\$2,314.61		\$0.00	\$185.33	\$128.79	\$30.12	\$71.01	\$21.90	\$287.23	\$1,590.23
			\$0.00	\$0.00	\$2,077.21	\$2,077.21	\$2,077.21	\$2,077.21	\$2,077.21		
867 Avers, Emily J	05/01/2015	1,176.92		.00	138.18	69.93	16.35	37.22	30.68	56.54	828.02
			.00	.00	1,127.93	1,127.93	1,127.93	1,127.93	1,127.93		
		\$1,176.92		\$0.00	\$138.18	\$69.93	\$16.35	\$37.22	\$30.68	\$56.54	\$828.02
			\$0.00	\$0.00	\$1,127.93	\$1,127.93	\$1,127.93	\$1,127.93	\$1,127.93		
24 Caristo, Vincent R	05/01/2015	1,588.07		.00	154.44	95.73	22.39	49.68	16.49	55.84	1,193.50
			.00	.00	1,544.02	1,544.02	1,544.02	1,544.02	1,544.02		
		\$1,588.07		\$0.00	\$154.44	\$95.73	\$22.39	\$49.68	\$16.49	\$55.84	\$1,193.50
			\$0.00	\$0.00	\$1,544.02	\$1,544.02	\$1,544.02	\$1,544.02	\$1,544.02		
967 Cibor, Andrew S	05/01/2015	3,136.31		.00	308.37	181.71	42.50	94.18	31.25	225.63	2,252.67
			.00	.00	2,930.80	2,930.80	2,930.80	2,930.80	2,930.80		
		\$3,136.31		\$0.00	\$308.37	\$181.71	\$42.50	\$94.18	\$31.25	\$225.63	\$2,252.67
			\$0.00	\$0.00	\$2,930.80	\$2,930.80	\$2,930.80	\$2,930.80	\$2,930.80		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Plan - Planning and Transportation											
908 Cohen, Leon D	05/01/2015	237.50		.00	.00	14.73	3.44	7.84	2.60	.00	208.89
			.00	.00	237.50	237.50	237.50	237.50	237.50		
		\$237.50	\$0.00	\$0.00	\$0.00	\$14.73	\$3.44	\$7.84	\$2.60	\$0.00	\$208.89
			\$0.00	\$0.00	\$237.50	\$237.50	\$237.50	\$237.50	\$237.50		
10000 Darland, Janet Lynne 0200	05/01/2015	2,474.18		.00	399.31	142.16	33.24	70.59	23.42	213.49	1,591.97
			.00	.00	2,292.81	2,292.81	2,292.81	2,292.81	2,292.81		
		\$2,474.18	\$0.00	\$0.00	\$399.31	\$142.16	\$33.24	\$70.59	\$23.42	\$213.49	\$1,591.97
			\$0.00	\$0.00	\$2,292.81	\$2,292.81	\$2,292.81	\$2,292.81	\$2,292.81		
10000 Desmond, Joshua 0147	05/01/2015	2,805.00		.00	507.31	171.42	40.09	91.24	30.28	48.48	1,916.18
			.00	.00	2,764.83	2,764.83	2,764.83	2,764.83	2,764.83		
		\$2,805.00	\$0.00	\$0.00	\$507.31	\$171.42	\$40.09	\$91.24	\$30.28	\$48.48	\$1,916.18
			\$0.00	\$0.00	\$2,764.83	\$2,764.83	\$2,764.83	\$2,764.83	\$2,764.83		
420 Dragovich, Anna L	05/01/2015	1,880.73		.00	268.25	112.13	26.23	59.68	19.80	78.64	1,316.00
			.00	.00	1,808.58	1,808.58	1,808.58	1,808.58	1,808.58		
		\$1,880.73	\$0.00	\$0.00	\$268.25	\$112.13	\$26.23	\$59.68	\$19.80	\$78.64	\$1,316.00
			\$0.00	\$0.00	\$1,808.58	\$1,808.58	\$1,808.58	\$1,808.58	\$1,808.58		
10000 Greulich, Eric L II 1741	05/01/2015	1,604.96		.00	.00	88.05	20.59	41.03	13.61	544.82	896.86
			.00	.00	1,320.11	1,420.11	1,420.11	1,320.11	1,320.11		
		\$1,604.96	\$0.00	\$0.00	\$0.00	\$88.05	\$20.59	\$41.03	\$13.61	\$544.82	\$896.86
			\$0.00	\$0.00	\$1,320.11	\$1,420.11	\$1,420.11	\$1,320.11	\$1,320.11		
10000 Heerdink, Jeffrey K 0241	05/01/2015	1,798.12		.00	254.80	108.80	25.45	57.91	35.22	69.64	1,246.30
			.00	.00	1,754.79	1,754.79	1,754.79	1,754.79	1,754.79		
		\$1,798.12	\$0.00	\$0.00	\$254.80	\$108.80	\$25.45	\$57.91	\$35.22	\$69.64	\$1,246.30
			\$0.00	\$0.00	\$1,754.79	\$1,754.79	\$1,754.79	\$1,754.79	\$1,754.79		
10000 Kehrberg, Paul 3083	05/01/2015	1,335.09		.00	51.79	71.99	16.84	38.16	12.66	205.25	938.40
			.00	.00	1,156.37	1,161.37	1,161.37	1,156.37	1,156.37		
		\$1,335.09	\$0.00	\$0.00	\$51.79	\$71.99	\$16.84	\$38.16	\$12.66	\$205.25	\$938.40
			\$0.00	\$0.00	\$1,156.37	\$1,161.37	\$1,161.37	\$1,156.37	\$1,156.37		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Plan - Planning and Transportation											
10000 Lillard, Carmen 0306	05/01/2015	1,608.46		.00	86.62	82.07	19.20	41.59	13.80	315.36	1,049.82
			.00	.00	1,298.65	1,323.65	1,323.65	1,298.65	1,298.65		
		\$1,608.46		\$0.00	\$86.62	\$82.07	\$19.20	\$41.59	\$13.80	\$315.36	\$1,049.82
			\$0.00	\$0.00	\$1,298.65	\$1,323.65	\$1,323.65	\$1,298.65	\$1,298.65		
10000 Micuda, Thomas B 0337	05/01/2015	3,452.31		.00	529.95	206.79	48.36	98.03	32.53	443.10	2,093.55
			.00	.00	3,009.21	3,335.21	3,335.21	3,009.21	3,009.21		
		\$3,452.31		\$0.00	\$529.95	\$206.79	\$48.36	\$98.03	\$32.53	\$443.10	\$2,093.55
			\$0.00	\$0.00	\$3,009.21	\$3,335.21	\$3,335.21	\$3,009.21	\$3,009.21		
10000 Nickel, Nathan J 1802	05/01/2015	1,954.41		.00	277.54	105.04	24.56	49.69	16.49	559.57	921.52
			.00	.00	1,544.19	1,694.19	1,694.19	1,544.19	1,544.19		
		\$1,954.41		\$0.00	\$277.54	\$105.04	\$24.56	\$49.69	\$16.49	\$559.57	\$921.52
			\$0.00	\$0.00	\$1,544.19	\$1,694.19	\$1,694.19	\$1,544.19	\$1,544.19		
10000 Roach, James C 0414	05/01/2015	2,095.76		.00	175.43	118.46	27.69	62.39	20.70	255.63	1,435.46
			.00	.00	1,890.68	1,910.68	1,910.68	1,890.68	1,890.68		
		\$2,095.76		\$0.00	\$175.43	\$118.46	\$27.69	\$62.39	\$20.70	\$255.63	\$1,435.46
			\$0.00	\$0.00	\$1,890.68	\$1,910.68	\$1,910.68	\$1,890.68	\$1,890.68		
10000 Robinson, Scott F 1637	05/01/2015	2,550.00		.00	233.62	153.67	35.94	73.93	24.53	283.92	1,744.39
			.00	.00	2,278.63	2,478.63	2,478.63	2,278.63	2,278.63		
		\$2,550.00		\$0.00	\$233.62	\$153.67	\$35.94	\$73.93	\$24.53	\$283.92	\$1,744.39
			\$0.00	\$0.00	\$2,278.63	\$2,478.63	\$2,478.63	\$2,278.63	\$2,278.63		
882 Rosenbarger, Elizabeth M	05/01/2015	1,588.06		.00	155.83	96.31	22.52	49.99	16.59	40.17	1,206.65
			.00	.00	1,553.26	1,553.26	1,553.26	1,553.26	1,553.26		
		\$1,588.06		\$0.00	\$155.83	\$96.31	\$22.52	\$49.99	\$16.59	\$40.17	\$1,206.65
			\$0.00	\$0.00	\$1,553.26	\$1,553.26	\$1,553.26	\$1,553.26	\$1,553.26		
10000 Shay, Patrick A 0447	05/01/2015	2,550.00		.00	384.43	150.48	35.20	78.83	26.16	168.68	1,706.22
			.00	.00	2,427.13	2,427.13	2,427.13	2,427.13	2,427.13		
		\$2,550.00		\$0.00	\$384.43	\$150.48	\$35.20	\$78.83	\$26.16	\$168.68	\$1,706.22
			\$0.00	\$0.00	\$2,427.13	\$2,427.13	\$2,427.13	\$2,427.13	\$2,427.13		



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Plan - Planning and Transportation											
10000 Smethurst, Matthew L 0456	05/01/2015	1,883.08		.00	142.69	103.69	24.25	53.92	17.89	227.50	1,313.14
			.00	.00	1,672.44	1,672.44	1,672.44	1,672.44	1,672.44		
		\$1,883.08		\$0.00	\$142.69	\$103.69	\$24.25	\$53.92	\$17.89	\$227.50	\$1,313.14
			\$0.00	\$0.00	\$1,672.44	\$1,672.44	\$1,672.44	\$1,672.44	\$1,672.44		
10000 Thompson, Linda 2069	05/01/2015	1,916.65		.00	133.17	118.84	27.80	61.98	20.57	.00	1,554.29
			.00	.00	1,916.65	1,916.65	1,916.65	1,916.65	1,916.65		
		\$1,916.65		\$0.00	\$133.17	\$118.84	\$27.80	\$61.98	\$20.57	\$0.00	\$1,554.29
			\$0.00	\$0.00	\$1,916.65	\$1,916.65	\$1,916.65	\$1,916.65	\$1,916.65		
10000 White, Russell 0516	05/01/2015	1,588.28		.00	196.51	94.05	21.99	50.06	16.61	94.70	1,114.36
			.00	.00	1,516.83	1,516.83	1,516.83	1,516.83	1,516.83		
		\$1,588.28		\$0.00	\$196.51	\$94.05	\$21.99	\$50.06	\$16.61	\$94.70	\$1,114.36
			\$0.00	\$0.00	\$1,516.83	\$1,516.83	\$1,516.83	\$1,516.83	\$1,516.83		
Department Plan - Planning and		\$43,605.28		\$0.00	\$4,712.66	\$2,528.64	\$591.37	\$1,294.96	\$461.52	\$4,546.10	\$29,470.03
			\$0.00	\$0.00	\$39,858.20	\$40,784.20	\$40,784.20	\$39,858.20	\$39,858.20		
Department PW - Public Works											
10000 Hrisomalos, Frank 0265	05/01/2015	80.46		.00	.00	4.99	1.16	2.66	.88	.00	70.77
			.00	.00	80.46	80.46	80.46	80.46	80.46		
		\$80.46		\$0.00	\$0.00	\$4.99	\$1.16	\$2.66	\$0.88	\$0.00	\$70.77
			\$0.00	\$0.00	\$80.46	\$80.46	\$80.46	\$80.46	\$80.46		
10000 Johnson, Susan A 0284	05/01/2015	3,403.09		.00	487.13	210.29	49.18	100.46	32.34	453.05	2,070.64
			.00	.00	2,991.78	3,391.78	3,391.78	2,991.78	2,991.78		
		\$3,403.09		\$0.00	\$487.13	\$210.29	\$49.18	\$100.46	\$32.34	\$453.05	\$2,070.64
			\$0.00	\$0.00	\$2,991.78	\$3,391.78	\$3,391.78	\$2,991.78	\$2,991.78		
10000 McNamara, James P 0336	05/01/2015	80.46		.00	10.00	4.99	1.16	7.66	.88	.00	55.77
			.00	.00	80.46	80.46	80.46	80.46	80.46		
		\$80.46		\$0.00	\$10.00	\$4.99	\$1.16	\$7.66	\$0.88	\$0.00	\$55.77
			\$0.00	\$0.00	\$80.46	\$80.46	\$80.46	\$80.46	\$80.46		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department PW - Public Works											
10000 Smith, Christina L 0202	05/01/2015	2,083.47		.00	319.26	126.33	29.55	66.42	22.04	164.11	1,355.76
			.00	.00	2,012.61	2,037.61	2,037.61	2,012.61	2,012.61		
		\$2,083.47		\$0.00	\$319.26	\$126.33	\$29.55	\$66.42	\$22.04	\$164.11	\$1,355.76
			\$0.00	\$0.00	\$2,012.61	\$2,037.61	\$2,037.61	\$2,012.61	\$2,012.61		
10000 Zietlow, Charlotte T 2110	05/01/2015	80.46		.00	.00	4.99	1.16	2.66	.88	.00	70.77
			.00	.00	80.46	80.46	80.46	80.46	80.46		
		\$80.46		\$0.00	\$0.00	\$4.99	\$1.16	\$2.66	\$0.88	\$0.00	\$70.77
			\$0.00	\$0.00	\$80.46	\$80.46	\$80.46	\$80.46	\$80.46		
Department PW - Public Works Totals		\$5,727.94		\$0.00	\$816.39	\$351.59	\$82.21	\$179.86	\$57.02	\$617.16	\$3,623.71
			\$0.00	\$0.00	\$5,245.77	\$5,670.77	\$5,670.77	\$5,245.77	\$5,245.77		
Department Risk - Risk											
10000 Rose, Janice R 2345	05/01/2015	1,417.41		.00	150.34	74.96	17.53	39.90	13.24	229.18	892.26
			.00	.00	1,208.97	1,208.97	1,208.97	1,208.97	1,208.97		
		\$1,417.41		\$0.00	\$150.34	\$74.96	\$17.53	\$39.90	\$13.24	\$229.18	\$892.26
			\$0.00	\$0.00	\$1,208.97	\$1,208.97	\$1,208.97	\$1,208.97	\$1,208.97		
10000 Rouker, Michael M 3526	05/01/2015	2,612.89		.00	379.91	162.00	37.89	83.31	27.64	59.30	1,862.84
			.00	.00	2,562.89	2,612.89	2,612.89	2,562.89	2,562.89		
		\$2,612.89		\$0.00	\$379.91	\$162.00	\$37.89	\$83.31	\$27.64	\$59.30	\$1,862.84
			\$0.00	\$0.00	\$2,562.89	\$2,612.89	\$2,612.89	\$2,562.89	\$2,562.89		
10000 Wilson, Brian D 0677	05/01/2015	1,950.89		.00	248.46	112.14	26.23	91.88	18.87	332.50	1,120.81
			.00	.00	1,723.71	1,808.71	1,808.71	1,723.71	1,723.71		
		\$1,950.89		\$0.00	\$248.46	\$112.14	\$26.23	\$91.88	\$18.87	\$332.50	\$1,120.81
			\$0.00	\$0.00	\$1,723.71	\$1,808.71	\$1,808.71	\$1,723.71	\$1,723.71		
Department Risk - Risk Totals		\$5,981.19		\$0.00	\$778.71	\$349.10	\$81.65	\$215.09	\$59.75	\$620.98	\$3,875.91
			\$0.00	\$0.00	\$5,495.57	\$5,630.57	\$5,630.57	\$5,495.57	\$5,495.57		
Department Sanitation - Sanitation											
10000 Banks, Jason 3082	05/01/2015	1,493.60		.00	125.76	89.63	20.96	45.12	14.97	228.26	968.90
			.00	.00	1,405.70	1,445.70	1,445.70	1,405.70	1,405.70		
		\$1,493.60		\$0.00	\$125.76	\$89.63	\$20.96	\$45.12	\$14.97	\$228.26	\$968.90
			\$0.00	\$0.00	\$1,405.70	\$1,445.70	\$1,445.70	\$1,405.70	\$1,405.70		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
10000 Baugh, Dan 0063	05/01/2015	1,610.40		.00	210.93	97.92	22.90	52.12	17.29	56.65	1,152.59
			.00	.00	1,579.31	1,579.31	1,579.31	1,579.31	1,579.31		
		\$1,610.40		\$0.00	\$210.93	\$97.92	\$22.90	\$52.12	\$17.29	\$56.65	\$1,152.59
			\$0.00	\$0.00	\$1,579.31	\$1,579.31	\$1,579.31	\$1,579.31	\$1,579.31		
10000 Bruce, Roy L 3425	05/01/2015	1,493.60		.00	187.05	81.86	19.14	43.57	14.46	237.01	910.51
			.00	.00	1,320.42	1,320.42	1,320.42	1,320.42	1,320.42		
		\$1,493.60		\$0.00	\$187.05	\$81.86	\$19.14	\$43.57	\$14.46	\$237.01	\$910.51
			\$0.00	\$0.00	\$1,320.42	\$1,320.42	\$1,320.42	\$1,320.42	\$1,320.42		
584 Carter, Rhea L	05/01/2015	1,331.71		.00	158.59	78.37	18.32	41.71	13.84	86.45	934.43
			.00	.00	1,264.01	1,264.01	1,264.01	1,264.01	1,264.01		
		\$1,331.71		\$0.00	\$158.59	\$78.37	\$18.32	\$41.71	\$13.84	\$86.45	\$934.43
			\$0.00	\$0.00	\$1,264.01	\$1,264.01	\$1,264.01	\$1,264.01	\$1,264.01		
10000 Chambers, Robert L 0101	05/01/2015	1,530.40		.00	192.60	92.42	21.62	47.93	15.90	100.22	1,059.71
			.00	.00	1,490.74	1,490.74	1,490.74	1,490.74	1,490.74		
		\$1,530.40		\$0.00	\$192.60	\$92.42	\$21.62	\$47.93	\$15.90	\$100.22	\$1,059.71
			\$0.00	\$0.00	\$1,490.74	\$1,490.74	\$1,490.74	\$1,490.74	\$1,490.74		
10000 Courter, Michael J 3810	05/01/2015	1,566.53		.00	183.75	88.76	20.76	44.71	14.84	433.30	780.41
			.00	.00	1,431.73	1,431.73	1,431.73	1,431.73	1,431.73		
		\$1,566.53		\$0.00	\$183.75	\$88.76	\$20.76	\$44.71	\$14.84	\$433.30	\$780.41
			\$0.00	\$0.00	\$1,431.73	\$1,431.73	\$1,431.73	\$1,431.73	\$1,431.73		
10000 East, Robert R 2020	05/01/2015	1,557.60		.00	191.72	92.06	21.53	49.00	19.30	104.56	1,079.43
			.00	.00	1,484.84	1,484.84	1,484.84	1,484.84	1,484.84		
		\$1,557.60		\$0.00	\$191.72	\$92.06	\$21.53	\$49.00	\$19.30	\$104.56	\$1,079.43
			\$0.00	\$0.00	\$1,484.84	\$1,484.84	\$1,484.84	\$1,484.84	\$1,484.84		
880 Elkins, Bradley J	05/01/2015	1,426.40		.00	67.36	81.35	19.02	40.76	13.52	144.61	1,059.78
			.00	.00	1,312.02	1,312.02	1,312.02	1,312.02	1,312.02		
		\$1,426.40		\$0.00	\$67.36	\$81.35	\$19.02	\$40.76	\$13.52	\$144.61	\$1,059.78
			\$0.00	\$0.00	\$1,312.02	\$1,312.02	\$1,312.02	\$1,312.02	\$1,312.02		
10000 Flynn, Lowell D 0191	05/01/2015	1,504.80		.00	196.03	90.33	21.13	64.45	14.75	209.64	908.47
			.00	.00	1,346.94	1,456.94	1,456.94	1,346.94	1,346.94		



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Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
		\$1,504.80		\$0.00	\$196.03	\$90.33	\$21.13	\$64.45	\$14.75	\$209.64	\$908.47
			\$0.00	\$0.00	\$1,346.94	\$1,456.94	\$1,456.94	\$1,346.94	\$1,346.94		
10000 Fulford, Kevin D 3001	05/01/2015	1,550.40		.00	147.46	96.12	22.48	51.16	16.98	24.50	1,191.70
			.00	.00	1,550.40	1,550.40	1,550.40	1,550.40	1,550.40		
		\$1,550.40		\$0.00	\$147.46	\$96.12	\$22.48	\$51.16	\$16.98	\$24.50	\$1,191.70
			\$0.00	\$0.00	\$1,550.40	\$1,550.40	\$1,550.40	\$1,550.40	\$1,550.40		
10000 Hatchett, Keven D 2749	05/01/2015	1,540.00		.00	127.07	87.69	20.51	46.68	33.88	368.57	855.60
			.00	.00	1,414.44	1,414.44	1,414.44	1,414.44	1,414.44		
		\$1,540.00		\$0.00	\$127.07	\$87.69	\$20.51	\$46.68	\$33.88	\$368.57	\$855.60
			\$0.00	\$0.00	\$1,414.44	\$1,414.44	\$1,414.44	\$1,414.44	\$1,414.44		
10000 Jackson, Robert L III 2816	05/01/2015	1,516.00		.00	144.14	90.62	21.19	56.96	15.58	402.12	785.39
			.00	.00	1,461.56	1,461.56	1,461.56	1,461.56	1,461.56		
		\$1,516.00		\$0.00	\$144.14	\$90.62	\$21.19	\$56.96	\$15.58	\$402.12	\$785.39
			\$0.00	\$0.00	\$1,461.56	\$1,461.56	\$1,461.56	\$1,461.56	\$1,461.56		
10000 Konermann, Casey J 2770	05/01/2015	1,532.00		.00	92.86	83.10	19.43	41.69	12.63	398.32	883.97
			.00	.00	1,340.25	1,340.25	1,340.25	1,340.25	1,340.25		
		\$1,532.00		\$0.00	\$92.86	\$83.10	\$19.43	\$41.69	\$12.63	\$398.32	\$883.97
			\$0.00	\$0.00	\$1,340.25	\$1,340.25	\$1,340.25	\$1,340.25	\$1,340.25		
893 Leech, Kevin M	05/01/2015	.00		.00	.00	.00	.00	.00	.00	.00	.00
			.00	.00	.00	.00	.00	.00	.00		
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
10000 Livingston, Earl L 0309	05/01/2015	1,611.20		.00	130.75	89.22	20.86	47.49	15.76	195.18	1,111.94
			.00	.00	1,438.98	1,438.98	1,438.98	1,438.98	1,438.98		
		\$1,611.20		\$0.00	\$130.75	\$89.22	\$20.86	\$47.49	\$15.76	\$195.18	\$1,111.94
			\$0.00	\$0.00	\$1,438.98	\$1,438.98	\$1,438.98	\$1,438.98	\$1,438.98		



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
10000 Morrow, Joe E Jr 3002	05/01/2015	1,550.40		.00	484.23	82.39	19.27	40.04	13.29	256.12	655.06
			.00	.00	1,328.86	1,328.86	1,328.86	1,328.86	1,328.86		
		\$1,550.40		\$0.00	\$484.23	\$82.39	\$19.27	\$40.04	\$13.29	\$256.12	\$655.06
			\$0.00	\$0.00	\$1,328.86	\$1,328.86	\$1,328.86	\$1,328.86	\$1,328.86		
10000 Porter Jr, William A 1326	05/01/2015	1,557.60		.00	189.95	83.06	19.43	44.21	14.67	260.00	946.28
			.00	.00	1,339.72	1,339.72	1,339.72	1,339.72	1,339.72		
		\$1,557.60		\$0.00	\$189.95	\$83.06	\$19.43	\$44.21	\$14.67	\$260.00	\$946.28
			\$0.00	\$0.00	\$1,339.72	\$1,339.72	\$1,339.72	\$1,339.72	\$1,339.72		
10000 Richardson, Eric 0816	05/01/2015	863.00		.00	.24	39.73	9.29	21.15	7.02	230.94	554.63
			.00	.00	640.87	640.87	640.87	640.87	640.87		
		\$863.00		\$0.00	\$0.24	\$39.73	\$9.29	\$21.15	\$7.02	\$230.94	\$554.63
			\$0.00	\$0.00	\$640.87	\$640.87	\$640.87	\$640.87	\$640.87		
10000 Shipley, Britt J 0449	05/01/2015	1,584.00		.00	208.58	90.76	21.23	48.31	16.03	463.61	735.48
			.00	.00	1,463.90	1,463.90	1,463.90	1,463.90	1,463.90		
		\$1,584.00		\$0.00	\$208.58	\$90.76	\$21.23	\$48.31	\$16.03	\$463.61	\$735.48
			\$0.00	\$0.00	\$1,463.90	\$1,463.90	\$1,463.90	\$1,463.90	\$1,463.90		
897 Smith, Eric W	05/01/2015	745.50		.00	26.09	46.22	10.82	23.33	7.07	.00	631.97
			.00	.00	745.50	745.50	745.50	745.50	745.50		
		\$745.50		\$0.00	\$26.09	\$46.22	\$10.82	\$23.33	\$7.07	\$0.00	\$631.97
			\$0.00	\$0.00	\$745.50	\$745.50	\$745.50	\$745.50	\$745.50		
10000 Southern, Jeremy R 0646	05/01/2015	1,557.61		.00	169.39	82.83	19.37	44.09	14.63	251.40	975.90
			.00	.00	1,335.98	1,335.98	1,335.98	1,335.98	1,335.98		
		\$1,557.61		\$0.00	\$169.39	\$82.83	\$19.37	\$44.09	\$14.63	\$251.40	\$975.90
			\$0.00	\$0.00	\$1,335.98	\$1,335.98	\$1,335.98	\$1,335.98	\$1,335.98		
458 Sparks, Larry	05/01/2015	1,610.40		.00	230.46	87.89	20.55	46.78	7.61	237.94	979.17
			.00	.00	1,417.46	1,417.46	1,417.46	1,417.46	1,417.46		
		\$1,610.40		\$0.00	\$230.46	\$87.89	\$20.55	\$46.78	\$7.61	\$237.94	\$979.17
			\$0.00	\$0.00	\$1,417.46	\$1,417.46	\$1,417.46	\$1,417.46	\$1,417.46		



Payroll Register - Board of Public Works

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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
38 Todd, Roger D	05/01/2015	1,426.40		.00	126.27	84.09	19.68	40.95	13.59	211.60	930.22
			.00	.00	1,356.23	1,356.23	1,356.23	1,356.23	1,356.23		
		\$1,426.40		\$0.00	\$126.27	\$84.09	\$19.68	\$40.95	\$13.59	\$211.60	\$930.22
			\$0.00	\$0.00	\$1,356.23	\$1,356.23	\$1,356.23	\$1,356.23	\$1,356.23		
10000 Walker, Shelby 3089	05/01/2015	2,230.10		.00	284.42	125.68	29.39	65.63	35.20	235.63	1,454.15
			.00	.00	2,027.10	2,027.10	2,027.10	2,027.10	2,027.10		
		\$2,230.10		\$0.00	\$284.42	\$125.68	\$29.39	\$65.63	\$35.20	\$235.63	\$1,454.15
			\$0.00	\$0.00	\$2,027.10	\$2,027.10	\$2,027.10	\$2,027.10	\$2,027.10		
10000 Whaley, Joseph H 0515	05/01/2015	1,557.60		.00	196.01	93.83	21.95	49.94	15.13	71.84	1,108.90
			.00	.00	1,513.44	1,513.44	1,513.44	1,513.44	1,513.44		
		\$1,557.60		\$0.00	\$196.01	\$93.83	\$21.95	\$49.94	\$15.13	\$71.84	\$1,108.90
			\$0.00	\$0.00	\$1,513.44	\$1,513.44	\$1,513.44	\$1,513.44	\$1,513.44		
Department Sanitation - Sanitation		\$35,947.25		\$0.00	\$4,071.71	\$2,055.93	\$480.83	\$1,097.78	\$377.94	\$5,208.47	\$22,654.59
				\$0.00	\$33,010.40	\$33,160.40	\$33,160.40	\$33,010.40	\$33,010.40		
Department Street - Street											
10000 Albright, Earl 0046	05/01/2015	1,611.21		.00	197.17	90.18	21.09	48.00	14.66	219.05	1,021.06
			.00	.00	1,454.54	1,454.54	1,454.54	1,454.54	1,454.54		
		\$1,611.21		\$0.00	\$197.17	\$90.18	\$21.09	\$48.00	\$14.66	\$219.05	\$1,021.06
			\$0.00	\$0.00	\$1,454.54	\$1,454.54	\$1,454.54	\$1,454.54	\$1,454.54		
10000 Arnold, Mark A 1118	05/01/2015	1,524.03		.00	191.55	91.98	21.51	48.96	16.25	117.42	1,036.36
			.00	.00	1,483.72	1,483.72	1,483.72	1,483.72	1,483.72		
		\$1,524.03		\$0.00	\$191.55	\$91.98	\$21.51	\$48.96	\$16.25	\$117.42	\$1,036.36
			\$0.00	\$0.00	\$1,483.72	\$1,483.72	\$1,483.72	\$1,483.72	\$1,483.72		
467 Arthur, Ronald R	05/01/2015	1,839.92		.00	157.81	100.40	23.49	52.17	17.31	238.03	1,250.71
			.00	.00	1,619.38	1,619.38	1,619.38	1,619.38	1,619.38		
		\$1,839.92		\$0.00	\$157.81	\$100.40	\$23.49	\$52.17	\$17.31	\$238.03	\$1,250.71
			\$0.00	\$0.00	\$1,619.38	\$1,619.38	\$1,619.38	\$1,619.38	\$1,619.38		
966 Bitner, Daniel S	05/01/2015	1,765.38		.00	145.68	95.39	22.31	50.77	16.85	238.58	1,195.80
			.00	.00	1,538.49	1,538.49	1,538.49	1,538.49	1,538.49		
		\$1,765.38		\$0.00	\$145.68	\$95.39	\$22.31	\$50.77	\$16.85	\$238.58	\$1,195.80
			\$0.00	\$0.00	\$1,538.49	\$1,538.49	\$1,538.49	\$1,538.49	\$1,538.49		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 Brewer, Troy A 0078	05/01/2015	1,592.01		.00	119.67	84.64	19.79	45.05	14.95	257.95	1,049.96
			.00	.00	1,365.12	1,365.12	1,365.12	1,365.12	1,365.12		
		\$1,592.01	\$0.00	\$0.00	\$119.67	\$84.64	\$19.79	\$45.05	\$14.95	\$257.95	\$1,049.96
			\$0.00	\$0.00	\$1,365.12	\$1,365.12	\$1,365.12	\$1,365.12	\$1,365.12		
10000 Capps, Phillip D 2734	05/01/2015	1,540.00		.00	145.90	95.48	22.33	50.82	16.86	45.79	1,162.82
			.00	.00	1,540.00	1,540.00	1,540.00	1,540.00	1,540.00		
		\$1,540.00	\$0.00	\$0.00	\$145.90	\$95.48	\$22.33	\$50.82	\$16.86	\$45.79	\$1,162.82
			\$0.00	\$0.00	\$1,540.00	\$1,540.00	\$1,540.00	\$1,540.00	\$1,540.00		
579 Carroll, Tony E	05/01/2015	1,483.20		.00	156.37	86.99	20.34	45.03	14.94	99.14	1,060.39
			.00	.00	1,403.03	1,403.03	1,403.03	1,403.03	1,403.03		
		\$1,483.20	\$0.00	\$0.00	\$156.37	\$86.99	\$20.34	\$45.03	\$14.94	\$99.14	\$1,060.39
			\$0.00	\$0.00	\$1,403.03	\$1,403.03	\$1,403.03	\$1,403.03	\$1,403.03		
10000 Combs, Levi M 1696	05/01/2015	1,512.80		.00	184.90	89.24	20.87	47.50	15.76	106.16	1,048.37
			.00	.00	1,439.38	1,439.38	1,439.38	1,439.38	1,439.38		
		\$1,512.80	\$0.00	\$0.00	\$184.90	\$89.24	\$20.87	\$47.50	\$15.76	\$106.16	\$1,048.37
			\$0.00	\$0.00	\$1,439.38	\$1,439.38	\$1,439.38	\$1,439.38	\$1,439.38		
10000 Corns, Frank L 0121	05/01/2015	1,546.40		.00	191.12	92.58	21.65	48.87	14.81	109.29	1,068.08
			.00	.00	1,480.85	1,493.35	1,493.35	1,480.85	1,480.85		
		\$1,546.40	\$0.00	\$0.00	\$191.12	\$92.58	\$21.65	\$48.87	\$14.81	\$109.29	\$1,068.08
			\$0.00	\$0.00	\$1,480.85	\$1,493.35	\$1,493.35	\$1,480.85	\$1,480.85		
10000 Floyd, John 0190	05/01/2015	1,546.40		.00	73.96	84.82	19.83	42.61	14.14	263.12	1,047.92
			.00	.00	1,368.07	1,368.07	1,368.07	1,368.07	1,368.07		
		\$1,546.40	\$0.00	\$0.00	\$73.96	\$84.82	\$19.83	\$42.61	\$14.14	\$263.12	\$1,047.92
			\$0.00	\$0.00	\$1,368.07	\$1,368.07	\$1,368.07	\$1,368.07	\$1,368.07		
630 Flynn, Douglas D	05/01/2015	1,380.80		.00	76.36	76.26	17.83	39.33	13.05	266.72	891.25
			.00	.00	1,230.24	1,230.24	1,230.24	1,230.24	1,230.24		
		\$1,380.80	\$0.00	\$0.00	\$76.36	\$76.26	\$17.83	\$39.33	\$13.05	\$266.72	\$891.25
			\$0.00	\$0.00	\$1,230.24	\$1,230.24	\$1,230.24	\$1,230.24	\$1,230.24		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
929 Henderson, Scott R	05/01/2015	1,343.20		.00	91.52	73.00	17.08	38.86	12.89	170.39	939.46
			.00	.00	1,177.44	1,177.44	1,177.44	1,177.44	1,177.44		
		\$1,343.20		\$0.00	\$91.52	\$73.00	\$17.08	\$38.86	\$12.89	\$170.39	\$939.46
			\$0.00	\$0.00	\$1,177.44	\$1,177.44	\$1,177.44	\$1,177.44	\$1,177.44		
10000 Henson, Gerald Scott 1105	05/01/2015	1,573.60		.00	196.82	94.17	22.03	50.12	26.58	96.01	1,087.87
			.00	.00	1,518.86	1,518.86	1,518.86	1,518.86	1,518.86		
		\$1,573.60		\$0.00	\$196.82	\$94.17	\$22.03	\$50.12	\$26.58	\$96.01	\$1,087.87
			\$0.00	\$0.00	\$1,518.86	\$1,518.86	\$1,518.86	\$1,518.86	\$1,518.86		
894 Hitchcox, Randy A	05/01/2015	1,362.48		.00	144.00	72.34	16.93	38.50	12.78	205.51	872.42
			.00	.00	1,166.75	1,166.75	1,166.75	1,166.75	1,166.75		
		\$1,362.48		\$0.00	\$144.00	\$72.34	\$16.93	\$38.50	\$12.78	\$205.51	\$872.42
			\$0.00	\$0.00	\$1,166.75	\$1,166.75	\$1,166.75	\$1,166.75	\$1,166.75		
10000 Howe, Vernon J 0264	05/01/2015	1,644.80		.00	211.92	98.93	23.14	50.98	16.92	130.83	1,112.08
			.00	.00	1,583.27	1,595.53	1,595.53	1,583.27	1,583.27		
		\$1,644.80		\$0.00	\$211.92	\$98.93	\$23.14	\$50.98	\$16.92	\$130.83	\$1,112.08
			\$0.00	\$0.00	\$1,583.27	\$1,595.53	\$1,595.53	\$1,583.27	\$1,583.27		
10000 Hupp, Greg A 0272	05/01/2015	1,583.20		.00	132.09	93.18	21.79	47.78	15.85	166.14	1,106.37
			.00	.00	1,447.90	1,502.90	1,502.90	1,447.90	1,447.90		
		\$1,583.20		\$0.00	\$132.09	\$93.18	\$21.79	\$47.78	\$15.85	\$166.14	\$1,106.37
			\$0.00	\$0.00	\$1,447.90	\$1,502.90	\$1,502.90	\$1,447.90	\$1,447.90		
10000 Ingalls, John 0275	05/01/2015	1,603.20		.00	190.85	91.70	21.45	48.81	16.20	213.82	1,020.37
			.00	.00	1,479.06	1,479.06	1,479.06	1,479.06	1,479.06		
		\$1,603.20		\$0.00	\$190.85	\$91.70	\$21.45	\$48.81	\$16.20	\$213.82	\$1,020.37
			\$0.00	\$0.00	\$1,479.06	\$1,479.06	\$1,479.06	\$1,479.06	\$1,479.06		
10000 Jacobs, Loren P 2064	05/01/2015	1,565.61		.00	107.33	89.08	20.83	46.14	15.31	148.92	1,138.00
			.00	.00	1,436.69	1,436.69	1,436.69	1,436.69	1,436.69		
		\$1,565.61		\$0.00	\$107.33	\$89.08	\$20.83	\$46.14	\$15.31	\$148.92	\$1,138.00
			\$0.00	\$0.00	\$1,436.69	\$1,436.69	\$1,436.69	\$1,436.69	\$1,436.69		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 James, Daniel L 1162	05/01/2015	1,671.20		.00	189.50	100.68	23.54	52.32	17.36	75.01	1,212.79
			.00	.00	1,623.92	1,623.92	1,623.92	1,623.92	1,623.92		
		\$1,671.20	\$0.00	\$0.00	\$189.50	\$100.68	\$23.54	\$52.32	\$17.36	\$75.01	\$1,212.79
			\$0.00	\$0.00	\$1,623.92	\$1,623.92	\$1,623.92	\$1,623.92	\$1,623.92		
895 Johnson, Allan W	05/01/2015	1,362.48		.00	160.96	79.34	18.56	42.23	14.01	94.97	952.41
			.00	.00	1,279.77	1,279.77	1,279.77	1,279.77	1,279.77		
		\$1,362.48	\$0.00	\$0.00	\$160.96	\$79.34	\$18.56	\$42.23	\$14.01	\$94.97	\$952.41
			\$0.00	\$0.00	\$1,279.77	\$1,279.77	\$1,279.77	\$1,279.77	\$1,279.77		
10000 Langley, Jim N 3067	05/01/2015	1,540.00		.00	202.83	92.52	21.64	49.24	16.34	166.14	991.29
			.00	.00	1,492.26	1,492.26	1,492.26	1,492.26	1,492.26		
		\$1,540.00	\$0.00	\$0.00	\$202.83	\$92.52	\$21.64	\$49.24	\$16.34	\$166.14	\$991.29
			\$0.00	\$0.00	\$1,492.26	\$1,492.26	\$1,492.26	\$1,492.26	\$1,492.26		
10000 Lopossa, Stanley R 0314	05/01/2015	1,671.20		.00	216.49	89.90	21.02	47.85	18.85	270.02	1,007.07
			.00	.00	1,449.98	1,449.98	1,449.98	1,449.98	1,449.98		
		\$1,671.20	\$0.00	\$0.00	\$216.49	\$89.90	\$21.02	\$47.85	\$18.85	\$270.02	\$1,007.07
			\$0.00	\$0.00	\$1,449.98	\$1,449.98	\$1,449.98	\$1,449.98	\$1,449.98		
629 Love, Freddie J	05/01/2015	1,362.48		.00	186.10	81.48	19.05	43.37	14.39	53.05	965.04
			.00	.00	1,314.09	1,314.09	1,314.09	1,314.09	1,314.09		
		\$1,362.48	\$0.00	\$0.00	\$186.10	\$81.48	\$19.05	\$43.37	\$14.39	\$53.05	\$965.04
			\$0.00	\$0.00	\$1,314.09	\$1,314.09	\$1,314.09	\$1,314.09	\$1,314.09		
10000 Lutes, Michael B 0318	05/01/2015	1,671.21		.00	142.51	103.61	24.23	55.15	18.30	20.00	1,307.41
			.00	.00	1,671.21	1,671.21	1,671.21	1,671.21	1,671.21		
		\$1,671.21	\$0.00	\$0.00	\$142.51	\$103.61	\$24.23	\$55.15	\$18.30	\$20.00	\$1,307.41
			\$0.00	\$0.00	\$1,671.21	\$1,671.21	\$1,671.21	\$1,671.21	\$1,671.21		
10000 Morris, Jeffery W 1352	05/01/2015	1,520.80		.00	149.46	74.59	17.45	39.70	21.05	400.75	817.80
			.00	.00	1,203.12	1,203.12	1,203.12	1,203.12	1,203.12		
		\$1,520.80	\$0.00	\$0.00	\$149.46	\$74.59	\$17.45	\$39.70	\$21.05	\$400.75	\$817.80
			\$0.00	\$0.00	\$1,203.12	\$1,203.12	\$1,203.12	\$1,203.12	\$1,203.12		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 Partlow, Norma L 3326	05/01/2015	1,493.60		.00	177.73	86.28	20.18	49.65	13.53	138.48	1,007.75
			.00	.00	1,391.58	1,391.58	1,391.58	1,391.58	1,391.58		
		\$1,493.60	\$0.00	\$0.00	\$177.73	\$86.28	\$20.18	\$49.65	\$13.53	\$138.48	\$1,007.75
			\$0.00	\$0.00	\$1,391.58	\$1,391.58	\$1,391.58	\$1,391.58	\$1,391.58		
10000 Payton, Ronald K 1099	05/01/2015	1,557.60		.00	187.31	90.24	21.10	45.49	15.10	165.30	1,033.06
			.00	.00	1,455.49	1,455.49	1,455.49	1,455.49	1,455.49		
		\$1,557.60	\$0.00	\$0.00	\$187.31	\$90.24	\$21.10	\$45.49	\$15.10	\$165.30	\$1,033.06
			\$0.00	\$0.00	\$1,455.49	\$1,455.49	\$1,455.49	\$1,455.49	\$1,455.49		
10000 Pursell, Larry M 2636	05/01/2015	1,540.01		.00	57.30	75.11	17.57	39.98	13.27	371.75	965.03
			.00	.00	1,211.46	1,211.46	1,211.46	1,211.46	1,211.46		
		\$1,540.01	\$0.00	\$0.00	\$57.30	\$75.11	\$17.57	\$39.98	\$13.27	\$371.75	\$965.03
			\$0.00	\$0.00	\$1,211.46	\$1,211.46	\$1,211.46	\$1,211.46	\$1,211.46		
868 Rains, Landon S	05/01/2015	1,388.80		.00	53.46	72.73	17.01	36.17	12.00	244.27	953.16
			.00	.00	1,173.04	1,173.04	1,173.04	1,173.04	1,173.04		
		\$1,388.80	\$0.00	\$0.00	\$53.46	\$72.73	\$17.01	\$36.17	\$12.00	\$244.27	\$953.16
			\$0.00	\$0.00	\$1,173.04	\$1,173.04	\$1,173.04	\$1,173.04	\$1,173.04		
10000 Reynolds, John 1434	05/01/2015	1,576.00		.00	202.30	95.77	22.40	50.98	16.92	68.17	1,119.46
			.00	.00	1,544.79	1,544.79	1,544.79	1,544.79	1,544.79		
		\$1,576.00	\$0.00	\$0.00	\$202.30	\$95.77	\$22.40	\$50.98	\$16.92	\$68.17	\$1,119.46
			\$0.00	\$0.00	\$1,544.79	\$1,544.79	\$1,544.79	\$1,544.79	\$1,544.79		
10000 Ruble, Dareal L 0421	05/01/2015	1,583.20		.00	200.01	95.21	22.27	50.68	16.82	117.97	1,080.24
			.00	.00	1,535.61	1,535.61	1,535.61	1,535.61	1,535.61		
		\$1,583.20	\$0.00	\$0.00	\$200.01	\$95.21	\$22.27	\$50.68	\$16.82	\$117.97	\$1,080.24
			\$0.00	\$0.00	\$1,535.61	\$1,535.61	\$1,535.61	\$1,535.61	\$1,535.61		
10000 Sanders, Daniel L 0430	05/01/2015	1,546.40		.00	109.73	90.07	21.06	44.13	12.60	147.26	1,121.55
			.00	.00	1,452.68	1,452.68	1,452.68	1,452.68	1,452.68		
		\$1,546.40	\$0.00	\$0.00	\$109.73	\$90.07	\$21.06	\$44.13	\$12.60	\$147.26	\$1,121.55
			\$0.00	\$0.00	\$1,452.68	\$1,452.68	\$1,452.68	\$1,452.68	\$1,452.68		



Payroll Register - Board of Public Works

Check Date Range 05/01/15 - 05/01/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 Stinson, Michael L 1384	05/01/2015	1,765.38		.00	204.71	96.37	22.53	51.30	17.02	256.44	1,117.01
			.00	.00	1,554.42	1,554.42	1,554.42	1,554.42	1,554.42		
		\$1,765.38	\$0.00	\$0.00	\$204.71	\$96.37	\$22.53	\$51.30	\$17.02	\$256.44	\$1,117.01
			\$0.00	\$0.00	\$1,554.42	\$1,554.42	\$1,554.42	\$1,554.42	\$1,554.42		
10000 Van Deventer, Joseph 2325 D	05/01/2015	2,601.00		.00	437.56	158.77	37.14	80.76	26.80	135.00	1,724.97
			.00	.00	2,485.83	2,560.83	2,560.83	2,485.83	2,485.83		
		\$2,601.00	\$0.00	\$0.00	\$437.56	\$158.77	\$37.14	\$80.76	\$26.80	\$135.00	\$1,724.97
			\$0.00	\$0.00	\$2,485.83	\$2,560.83	\$2,560.83	\$2,485.83	\$2,485.83		
10000 Williams, Jon P 0519	05/01/2015	1,671.20		.00	155.10	99.28	23.22	52.84	28.02	140.49	1,172.25
			.00	.00	1,601.33	1,601.33	1,601.33	1,601.33	1,601.33		
		\$1,671.20	\$0.00	\$0.00	\$155.10	\$99.28	\$23.22	\$52.84	\$28.02	\$140.49	\$1,172.25
			\$0.00	\$0.00	\$1,601.33	\$1,601.33	\$1,601.33	\$1,601.33	\$1,601.33		
10000 Workman, Danna J 0532	05/01/2015	1,588.91		.00	170.76	89.60	20.96	44.39	14.73	303.66	944.81
			.00	.00	1,345.15	1,445.15	1,445.15	1,345.15	1,345.15		
		\$1,588.91	\$0.00	\$0.00	\$170.76	\$89.60	\$20.96	\$44.39	\$14.73	\$303.66	\$944.81
			\$0.00	\$0.00	\$1,345.15	\$1,445.15	\$1,445.15	\$1,345.15	\$1,345.15		
10000 Workman, Jeffrey L 0533	05/01/2015	1,671.20		.00	211.05	99.89	23.36	52.13	17.30	125.16	1,142.31
			.00	.00	1,579.78	1,611.03	1,611.03	1,579.78	1,579.78		
		\$1,671.20	\$0.00	\$0.00	\$211.05	\$99.89	\$23.36	\$52.13	\$17.30	\$125.16	\$1,142.31
			\$0.00	\$0.00	\$1,579.78	\$1,611.03	\$1,611.03	\$1,579.78	\$1,579.78		
Department Street - Street Totals		\$58,800.91	\$0.00	\$0.00	\$6,129.89	\$3,371.80	\$788.58	\$1,768.66	\$610.52	\$6,386.76	\$39,744.70
			\$0.00	\$0.00	\$54,098.30	\$54,384.31	\$54,384.31	\$54,098.30	\$54,098.30		
Grand Totals		\$358,068.81	\$0.00	\$0.00	\$39,537.74	\$20,801.37	\$4,864.72	\$10,811.66	\$3,688.44	\$39,872.82	\$238,492.06
			\$0.00	\$0.00	\$327,008.94	\$335,505.80	\$335,505.80	\$327,008.94	\$327,008.94		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/1/2015	Payroll				358,068.81
					<u><u>358,068.81</u></u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 358,068.81

Dated this _____ **day of** _____ **year of 20**_____.

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____