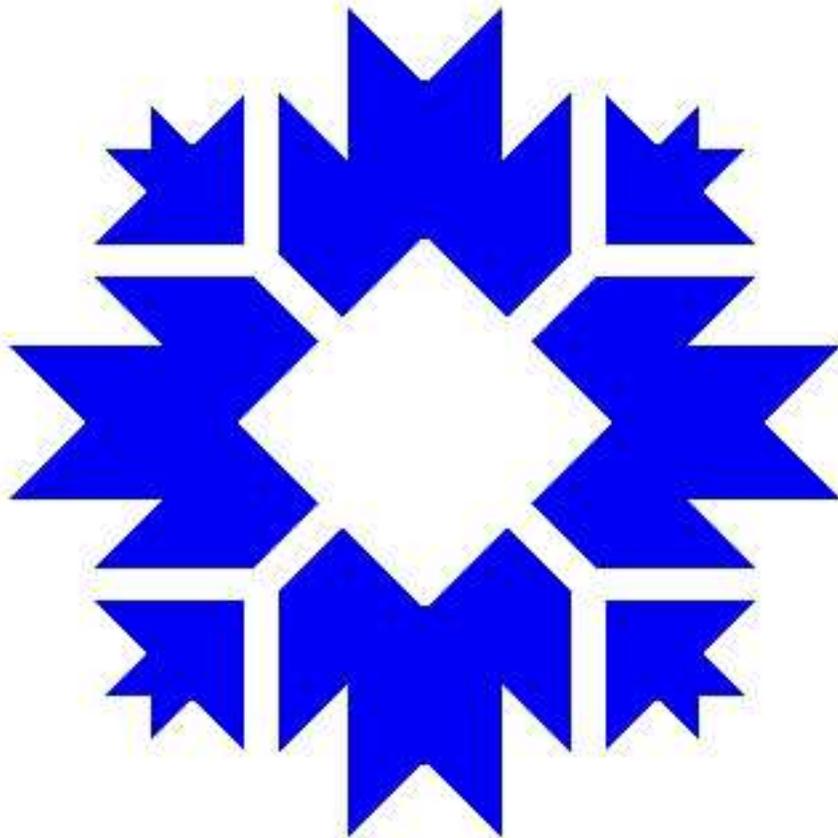


Board of Public Works Meeting

June 3, 2014



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

A Meeting of the Board of Public Work to be Held Tuesday, June 3, 2014 at 5:30 in the City Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. APPROVAL OF MINUTES – May 16, 2014

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

1. Appeal of Title 6 Violations at 502 E. Allen Street-Citation #33395 & #3396

V. NEW BUSINESS

1. Request for Permission to Solicit Bids to Remove Unsafe Structure at 435 ½ S. Walnut Street
2. Resolution 2014-37: Request to Encroach into Public Right of Way with Building Columns at 349 S. College Avenue
3. Request for Noise Permit for Grant Street Art Collective (Friday, 6/6)
4. Request for Noise Permit for Hillbilly Haiku American Music Concert (Friday, 8/29)
5. Request for Noise Permit for Summer Fitness Classes (Wednesdays, 6/4 thru 8/29)
6. Resolution 2014-38: Use of Public Streets for the Fourth of July Parade (Friday, 7/4)
7. Resolution 2014-39: Use of Public Street for PRIDE Summerfest (Saturday, 9/6)
8. Resolution 2014-40: Use of Public Streets for Hoosiers Outrun Cancer 5K Run (Saturday, 9/20)
9. Resolution 2014-41: Use of Public Sidewalk and Parking Spaces for I Fell Outdoor Art Events (Friday, 6/6 thru Sunday, 6/8)
10. Resolution 20104-42: Use of Public Street for IU Jacobs School of Music Summer Band Concert Series (Wednesday, 7/9 & 7/16)
11. Resolution 2014-43: Use of Public Streets for Eastside Bloomington Race for Literacy (Saturday, 6/14)
12. Resolution 2014-44: Use of Public Streets, North Showers Lot and Showers Plaza for the Taste of Bloomington (Saturday, 6/21)
13. Resolution 2014-45: Use of Public Streets for Zombie 5K Run (Saturday, 11/1)
14. Resolution 2014-46: Use of Public Sidewalk for Local First Bloomington Ice Cream Promotion

(Saturday, 6/14)

15. **Resolution 2014-47: Allow Itinerant Merchant to Renew Permit to Operate within the Public Right of Way (Uel Zing Coffee Cart)**
16. **Resolution 2014-48: Allow Itinerant Merchant to Operate within the Public Right of Way (Carson's BBQ & Catering)**
17. **Resolution 2014-49: Declare Surplus Property and Authorize Public Auction (Saturday, 7/19)**
18. **Resolution 2014-50: Use of Public Street for Clifton Avenue Neighborhood Block Party (Saturday, 6/14)**
19. **Approve West 6th Street Tree Mitigation Services Contract**
20. **Approve North Park Avenue Inspection Services Contract**
21. **Approve Tapp & Rockport Right of Way Acquisition Services Contract**
22. **Approve Tapp & Rockport Construction Services Contract**

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF PAYROLL

VIII. APPROVAL OF CLAIMS

IX. ADJOURNMENT

The Board of Public Works meeting was held on Friday, May 16, 2014 at Noon in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

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

Present: Charlotte Zietlow
James McNamara

ROLL CALL

City Staff: Susie Johnson - Public Works Director
Jackie Moore – City Legal
Jason Carnes – ESD
Rick Alexander - Engineering
Chris Smith – Public Works
Laurel Waters - Public Works

McNamara passed along condolences from the Board of Public Works to Laurie Ringquist on the loss of her husband to cancer this past week. To Laurie and her daughters the Board stated they are very sorry for her loss.

**MESSAGES FROM
BOARD MEMBERS**

Zietlow thanked everyone for rearranging their schedules for this meeting.

Zietlow stated there are minutes to approve from two different meetings, April 30, 2014 and May 7th, 2014. The April 30th minutes were particularly daunting because the main substance of the meeting was a discussion that had not been on the agenda which was the presentation by Deputy Mayor, John Whikehart, of the proposed financial controls manual. Zietlow pointed out that the Controller said many times that the document was a draft. There were a number of points made and Zietlow is happy they are in the minutes.

**APPROVAL OF
MINUTES - April 30,
2014 and May 7, 2014**

James McNamara concurred with those comments and moved to approve the minutes for April 30th and May 7, 2014. Zietlow seconded the motion. Motion passed. The minutes of April 30th and May 7th have been approved as submitted.

None

**PETITIONS &
REMONSTRANCES**

None

**TITLE VI
ENFORCEMENT**

None

**STAFF REPORTS &
OTHER BUSINESS**

NEW BUSINESS

Alexander stated Miller Pipeline is working for the City of Bloomington Utilities doing lining processes on the sanitary sewer lines. They are asking to work in the evening at the intersection of Rogers & 2nd. Due to the fact that the work would exceed the limits of the noise ordinance and the hours are outside the typical work hours they requested a special permit to work at night. Staff has reviewed the application and recommended the Board approve the Noise Permit. Due to the high volume of traffic at that intersection work during the daytime would be difficult. There will be lane restrictions to allow work to occur. Engineering has examined the noise levels generated by the operation and believe they are acceptable for this predominantly commercial area. Phil Peden, Engineer with CBU was present for questions.

**Request for Noise Permit
for Utility Work at Night
to Avoid Traffic and
Business Disruptions**

Zietlow stated when she thinks of digging around the street, she thinks of jackhammers and a lot of noise. Phil Peden stated this will be a low impact rehabilitation. There will be two large trucks. A pipe, almost like a sock, will be put through the manhole and through the pipe. There will be no excavation or jackhammers. One truck is a steamer pump to force the pipe in, and cook the material so it forms into hard material.

McNamara asked if it would go as far north as Smith. Peden stated that intersection has the last man hole to be accessed.

McNamara added this is a crazy intersection and trying to shut it down during the day would be problematic. Peden added door hangers will be distributed with phone numbers of the Utility hotline, or Miller Pipeline to answer any questions or concerns 48 hours before the work begins.

McNamara moved to approve request for Noise Permit for utility work at night to avoid traffic and business disruptions at 2nd and Rogers. Zietlow seconded the motion. The motion passed. Night work with Noise Permit approved.

Smith explained the City of Bloomington Parks & Recreation Department is sponsoring Zumba in the Park at the north shelter in Bryan Park from 10:00 to 11:00 a.m. on the Saturdays mentioned. Amplified music will be played so the Parks Department has applied for a Noise Permit. Staff supported the request.

**Request for Noise Permit
for Zumba in the Park
(Saturday,
5/24/5/31,6/7,6/14,6/18 &
6/21**

Zietlow asked if anyone could join them. Smith stated it was opened to the public but that one must first register at the Parks website, or call Bloomington Parks and Recreation at 349-3700.

McNamara made a motion to approve the request for Noise Permit for Zumba in the Park on May 24, 31, June 7, 14, 18 and June 21st.

Zietlow seconded the motion. The motion passed. Noise Permit approved.

Jason Carnes, ESD, explained Jackie Howard has applied for an Itinerant Merchant Permit for a soda bar. Before any food truck or cart can operate in the right of way they must receive approval from this Board first. The application has been reviewed and everything is in order. Ms. Howard will be selling all natural draft soda, snacks, frozen treats and sandwiches. The application is for one year.

Resolution 2014-32:
Allow Itinerant Merchant
to Operate within the
Public Right of Way
(Bea's Soda Bar)

Zietlow asked if she would be making the sandwiches in the food truck. Carnes was not sure, but thought she would probably be using a commissary someplace. Carnes added the Health Department has approved her design.

McNamara made a motion to approve Resolution 2014-32: Allow Itinerant Merchant to Operate within the Public Right of Way (Bea's Soda Bar). Zietlow seconded the motion. The motion passed. Resolution 2013-31 approved.

Jason stated there has been an error in the Resolution which stated 6 months, instead on one year. With a motion the Resolution can be changed. McNamara made a motion to edit the Resolution from 6 months to one year. Zietlow seconded. Staff will make the correction to Resolution 2014-32.

Jason Carnes explained Greg Martz has applied for an Itinerant Merchant Permit for his food cart. He will be selling Haagen Dazs ice cream. His application is in order and is for 6 months.

Resolution 2014-33:
Allow Itinerant Merchant
to Operate within the
Right of Way (Haagen
Dazs)

Zietlow asked if everything would be pre-packaged. Carnes stated everything will be prepackaged novelties on a stick.

Martz confirmed they items will be pre-packaged.

McNamara asked if this was a franchise. Martz stated no that he picked up the carts in St. Louis. The products come from a company called Market Express, but primarily from Sam's Club.

Zietlow asked if there would be more than one cart. Martz stated he has two carts but will only start with the one.

McNamara made a motion to approved Resolution 2014-33 to Allow Itinerant Merchant to Operate within the Right of Way (Haagen Dazs) for Greg with Haagen Dazs. Zietlow seconded the motion and asked if he would be available during the day. Martz stated he would be in Bloomington during the day, and also available for parties and employee appreciation events. The motion passed. Resolution 2014-

33 approved.

Zietlow asked if this was a new Tamale Cart. Jason stated it is the same Tamale Cart but they have upgraded from a cart to a truck. They are requesting to go for another year. Jason added the paperwork has been reviewed and is in order.

Resolution 2014-34:
Allow Itinerant Merchant
to Operate within the
Public Right of Way
(Tamale Cart)

McNamara made a motion to approve Resolution 2014-34: To Allow Itinerant Merchant to Operate within the Public Right of Way for the Tamale Cart. Zietlow seconded the motion. The motion passed. Resolution 2014-34 approved.

Jason explained this is a renewal application for Jackie White, the Gypsy Moon. This is the same equipment with home style cooking. She is asking to be approved for another year. Jason added she does more special events than the late night crowd.

Resolution 2014-35:
Allow Itinerant Merchant
to Renew Permit to
Operate within the Public
Right of Way (Gypsy
Moon)

Zietlow asked if all paperwork is in order. Jason stated he has reviewed the application and all paperwork is in order.

McNamara made a motion to approve Resolution 2014-35: To Allow Itinerant Merchant to Renew Permit to Operate within the Public Right of Way for Gypsy Moon. Zietlow seconded the motion. The motion passed. Resolution 2014-35 approved.

Chris explained the Matlock Heights Neighborhood Association has applied for a Small and Simple Grant through Housing and Neighborhood Development Department to purchase and fund the sign toppers for their neighborhood. The toppers will be installed on the street name marker sign poles which will identify their neighborhood as a conservation district to residents and the community.

2014-36 Request to
Install Neighborhood
Toppers on Street Name
Poles in Matlock Heights
Neighborhood

Chris added the Neighborhood Association has met with Mike Stinson, Assistant Superintendent Signs/Markings, and discussed the specification and installation procedures for the sign toppers. The toppers will not be City property and will be installed and maintained by the Neighborhood association.

Staff supported the request.

Zietlow asked Ms. Yarber to talk about the toppers, and thought they were very attractive.

Sharon Yarber, stated one of the neighbors, who is co-president, designed the topper. Yarber added the neighborhood just recently became a conversation district, and are proud of the designation. There has never been any marker to say who they are. There will be

14 toppers installed with extras ordered. The total cost is \$507. The Neighborhood Association will be responsible for maintaining and installing.

Zietlow asked if the cost would be covered by a grant. Yarber stated yes, they are in the process of applying for a grant. It is Small and Simple Grant through Housing and Neighborhood Development.

Zietlow asked what it means to be a conservation district. Yarber explained there is some protection, in that a home could not be demolished and another home built that would be out of character; however, the restrictions are not as much strict as a Historic District. Additions can still be made to homes. Also the lot acreage can not be divided up. Some developers have been interested in dividing up lots, as the neighborhood has large lots. It took about three years to become a Conservation District. Yarber added there are 68 owner occupied homes, with a few student rentals.

Zietlow asked if Matlock Heights is between Dunn and Walnut with the south edge being the bypass. Yarber stated yes.

McNamara stated he was following the process a little on line and asked if there wasn't a change where Conservation Districts now automatically become Historic Districts after a certain period of time. Yarber stated it is her understanding that after three years, and there will be 60 days notice from the Housing Authority, she believed. The Neighborhood will have to vote if they don't want to be a Historic District. Before it stated that there had to be a vote of yes or no, so this is the change. The neighborhood is aware of this, and at this point in time, most everyone is wanting to remain a Conservation District.

McNamara asked staff if there are other neighborhoods that have toppers, and what is the process for requesting permission. He anticipates once these go up there will be interest from other neighborhoods.

Johnson stated going before the Board of Public Works is the process for requesting approval to put the signs on top of an existing street sign. There are some other neighborhoods that have toppers as well, Prospect Hill, possibly McDoel Gardens, and Green Acres. The City is not responsible for them should they go missing. It is the responsibility of the neighborhood association. If they become damaged then the City will take them down, but not replace them. It is up to the neighborhoods to design and decide where the toppers will go. Some neighborhoods only locate them at the entrance streets to the neighborhoods.

McNamara made a motion to approve Resolution 2014-36: Request to install Neighborhood Toppers on Street Name Poles in Matlock Heights Neighborhood. Zietlow seconded the motion. The motion passed. Resolution 2014-36 was approved.

Johnson stated Executive Management Services "EMS" has provided contractual cleaning services for the City for several years. The City would like to enter into a new contract with them to continue services for cleaning City Hall, as well as the Fleet Maintenance Garage, and Sanitation Garage, some common areas at the Fourth Street Garage, and Street Department. Staff has been extraordinarily pleased with the work EMS has done. They have allowed the City through their documentation, efforts, and practices to get LEED Certification for the City Hall building. Staff is asking that the Board approve the new Contract with EMS to continue cleaning services for this year, March through December 31, 2014 for \$130,770.00 and for January through December 2015 for \$159,228. The total for the contract will be \$289,998.

**Award Custodial
Maintenance & Janitorial
Services Contract**

Zietlow asked if this was bid and other organizations notified that this was up for bid. Johnson stated it is a service and not required to bid. However, when the contract was initially entered into with EMS staff did solicit bids. Staff found there are very few cleaning companies that are prepared to document and maintain documentation for the City to keep the LEED certification. EMS is qualified and has agreed to work with the City, and in fact, were the only company that was willing to work with staff on LEED certification.

Zietlow asked if this included using green supplies. Johnson stated this includes using green supplies, certain cleaning methods, they weigh all the trash that goes out of the building, they weigh the recycling that leaves the building, and have some very explicit conditions they have to meet. EMS is very easy to work with. Their management staff will do surprise inspections and make sure its meeting their quality control. The City has been very pleased.

McNamara wanted to clarify the 4th Street Garage is just the skywalk. Johnson stated it is just the common area, the skywalk connecting the garage to the Fountain Square Mall, is the only area cleaned.

McNamara stated he appreciated all the specificity in the report of what is expected of this group.

Johnson stated the documentation required to maintain LEED certification is extensive and critical.

McNamara made a motion that the contract for Custodial & Janitorial

Services be awarded to Executive Management Services. Zietlow seconded the motion, and commented that she did not believe this was a Bloomington organization. Johnson stated their management office is located in Indianapolis, but one of the criteria the City imitated in the contract with them was that they commit to hire local employees. Johnson added the folks that work for EMS are extremely courteous and do an excellent job. The motion passed. Contract awarded to Executive Management Services, Inc.

Johnson stated the payroll is approved each year during the regular budget cycle. It is the duty of the Board to approve the payroll as appropriated by the Council each year.

**APPROVAL OF
PAYROLL**

Zietlow stated she is not familiar with Human Resources functions in the City and wondered if there was a job classification system that is well known and accepted. Johnson explained it is very well known to the employees; each job has a job description, job title and job grade. Sometimes the grades will change because there are changes in job duties. Johnson added it is something department heads should be looking at on a cyclical basis to make sure the job descriptions are still relevant.

McNamara stated not all payroll is approved by the Board of Public Works. Johnson explained the same Board that approves specific claims also approves the specific payroll for that division of the City, i.e. Board of Public Safety would approve Police.

McNamara moved approved of payroll. Zietlow seconded the motion. The motion passed. Payroll approved.

Zietlow stated this payroll is in the amount of \$368,574.79. This is a two week payroll, and is a huge chunk of the budget.

McNamara explained he has questions but doesn't expect them to be answered at this meeting which will be standard operating procedure going forward. There is such a small window between the receipt of the claims and the opportunity to review them before the meeting; questions will be asked with the understanding those questions may be answered at a later date.

**APPROVAL OF
CLAIMS**

McNamara stated there were a few claims for reimbursement for travel expenses. McNamara felt these training opportunities were very important for staff, and also felt it important for the public to recognize that employees don't pick where there trade group is holding their national conference. McNamara asked if this was part of the new process of no procurement cards that there is the expectation that the employee will pay upfront for their travel expenses and then be reimbursed. McNamara was concerned this

option may not work for everyone, some employees may not be in a position to pay up front. Johnson stated it would be a reimbursement unless the employee is able to work something out with the vendors and organizations beforehand to bill the City. If it is an employee who has to book an airline, the employee, most likely will have to pay the cost of that and be reimbursed. Zietlow felt this could be a hardship.

Zietlow mentioned there were many people that went to Fort Collins for very little money. Johnson stated the bulk of that travel was paid with a grant that Jacqui Bauer secured. They learned about district energy and how it might be applied in certified technology parks.

Zietlow stated there were many utility bills, and supposes the City must pay its own utility bills to its own utilities. Johnson stated that is correct, the City is a rate payer. Zietlow added the City also pays for natural gas and energy.

Zietlow asked if this was a monthly invoice for Executive Management Services for \$13,000. Johnson stated that is correct.

Zietlow noted there were a number of specific purchases of asphalt, stone and other materials, and thought this might be for pot holes, and wondered if it was part of a contract. These were for Dave O'Mara, Rogers Group, and Prairie. Johnson explained a contract was awarded to Prairie for concrete and Dave O'Mara for asphalt at a Board of Public Works meeting. The City buys stones from Rogers Group. Johnson stated this is a part of a contract and is on-going. Johnson added, the City has started paving. Currently Clarizz is being paved. Moores Pike will be milled soon and paved. Dave O'Mara provides the milling services at no cost to the City in exchange for the millings that they recycle.

Zietlow stated the claims are for the amount of \$213,217.80.

McNamara moved to approve the claims. Zietlow seconded the motion. The motion passed. Claims approved.

McNamara made a motion to adjourn. Zietlow seconded the motion. The meeting adjourned at 12:48 p.m.

ADJOURNMENT

Accepted by:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:

TO BE APPROVED

Appeal of Garbage & Overgrowth Citations #33395 & 33396

Appellant Information:

Matt Shoemaker & Julie Finn
502 East Allen Street
Bloomington, IN 47401
Date Appealed: 05/21/2014

Citation Information:

Issued: 05/16/2014 at 1:50 p.m.
By: Norman Mosier
Place: 502 East Allen Street
For: Garbage & Excessive Overgrowth

Officer Mosier's description:

On May 16, 2014, the Housing and Neighborhood Development Department received a complaint that the property located at 502 East Allen Street was in violation of the Bloomington Municipal Code in two respects. First, that the property was in violation of the Overgrowth Ordinance, found in Chapter 6.06, which prohibits grass from exceeding the height of eight (8) inches. Second, that the property was in violation of the Garbage Ordinance, also found in Chapter 6.06, which prohibits garbage from being thrown, placed or scattered upon any tract of land within the City.

Upon receiving the complaint Housing Inspection Officer Norman Mosier drove to 502 East Allen Street to determine the veracity of the complaint. Upon inspection of the premises Mr. Mosier determine the complaint to be valid. Mr. Mosier noted that the grass at 502 East Allen Street did exceed the height of eight (8) inches. Additionally, Mr. Moser further noted that trash was on located on the grass behind overflowing trash cans on the property.

As a result of both violations Mr. Mosier issued the above referenced citations. Each citation is associated with a fifty dollar (\$50.00) fine, for a total amount due of one hundred dollars (\$100.00).

Mr. Shoemaker and Ms. Finn timely filed an appeal of both citations. They appear to allege five reasons for which they feel justify a dismissal of the aforementioned citations and associated fines therewith.

First, that they did not challenge a previously issued warning because they felt both HAND and they understood the warning should not have been issued so that the incident on May 16, 2014 should have actually resulted in a warning instead of fines.

City staff does not believe that during its conversations with Mr. Shoemaker that staff in any way indicated that prior warnings had been issued incorrectly or that future complaints would not be investigated or future violations would not result in citations. Mr. Mosier identified two violations of the municipal code on the property at 502 East Allen Street and properly issued Notices of Violation to that affect.

Second, that the property owners were unable to mow their lawn to a height below eight (8) inches because of excessive rain during the relevant period of time.

City staff agrees that during the period of time surrounding the issuance of the relevant Notices of Violation significant amounts rain did fall. However, City staff notes that a majority of the land owners in Bloomington were still able to mow their lawns during this same period of time so as to be able to comply with the municipal regulation regarding the height of grass. It was possible for property owners to keep their grass at a height below eight (8) inches during the period of time in question, since these property owners failed to do so, the Notice of Violation issued was proper and appropriate.

Third, that the property owners do not believe the garbage on their property, located behind their trash cans, should qualify as a violation and therefore result in a financial penalty.

While it may be true that the garbage on this property may have been difficult\ for all passing motorists and pedestrians to see, it is still clear that garbage was strewn on the lawn, even if it was confined to small and lowly visible location.

Fourth, that the property owners are the victims of repeated and continued harassment from an adjacent neighbor and that each time the City responds to this neighbor's complaint the City acts as a facilitator for the harassment.

City staff cannot comment as to who made the complaint against the property owners as the complaint was anonymously made. Nor can City staff opine as to whether or not the adjacent property owners of Mr. Shoemaker and Ms. Finn are in fact engaging in harassing behavior. To that end, it is City policy that if a complaint is received, it will be investigated. If that complaint is deemed valid, City staff will issue appropriate Notices of Violations and if necessary fines.

Fifth, Mr. Mosier's presence at the rear of the property was inappropriate.

When Mr. Mosier provided the property owners with a prior warning the property owners complained that Mr. Mosier simply left the warning notice on the front door. The property owners found this problematic as Ms. Finn was in the backyard of the property at the time. In an effort to avoid a similar level of displeasure on the part of the property owners, Mr. Mosier went to the rear door in an attempt to provide the property owners with a copy of the Notice personally.

While the appeal is lengthy and well argued at the end of the day City staff believes the evidence shows that the grass on the property exceeded the height of eight (8) inches and that garbage was strewn on a portion of the property; both of which violated Chapter 6.06 of the Bloomington Municipal Code. As the Notices of Violation were issued in accordance with the municipal code and followed proper procedure, City staff respectfully requests the Notices be upheld and the one hundred dollars (\$100.00) in fines be found due and payable.



Notice of Violation

**Housing & Neighborhood
Development Department (HAND)**
P.O. Box 100
401 N. Morton Street
Bloomington, IN 47402
www.bloomington.in.gov/hand/

Date 5-16-14 Time 1:50 Address/location 502 E. ALLEN ST. 47401

Issued by: 207

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: *Immediate compliance required* in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 33395

NOTE: *Immediate compliance required* in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 33396

NOTE: *Immediate compliance required* in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: MOW YARD AND REMOVE BRUSH PILE AT SW CORNER OF PROPERTY OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name MATHEW FINN
 Address 502 E ALLEN ST.
 City BLGTN. State IN.
 Zip Code 47401

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent: _____



Case #137998

Category: Excessive Growth
Location: 502 E Allen ST
Status: closed: Resolved
Assigned To: Norman Mosier

Referred To:
Created By: Daniel Bixler
Date Opened: 2014-05-16
Date Closed: 2014-05-16
Last Modified: 2014-05-16

History

2014-05-16 Opened by Daniel Bixler
 2014-05-16 Daniel Bixler assigned this case to Norman Mosier
 2014-05-16 Closed by Norman Mosier
 See citation.

Associated Issues

2014-05-16 Complaint

Entered By: Daniel Bixler **Contact Method:** Phone Call
Reported By: Citizen **Response Method:** Do Not Contact
 Anonymous

Details:

yard a mess, overgrown, well above level when needs mowing

Responses

Date Person Contact Method Comments

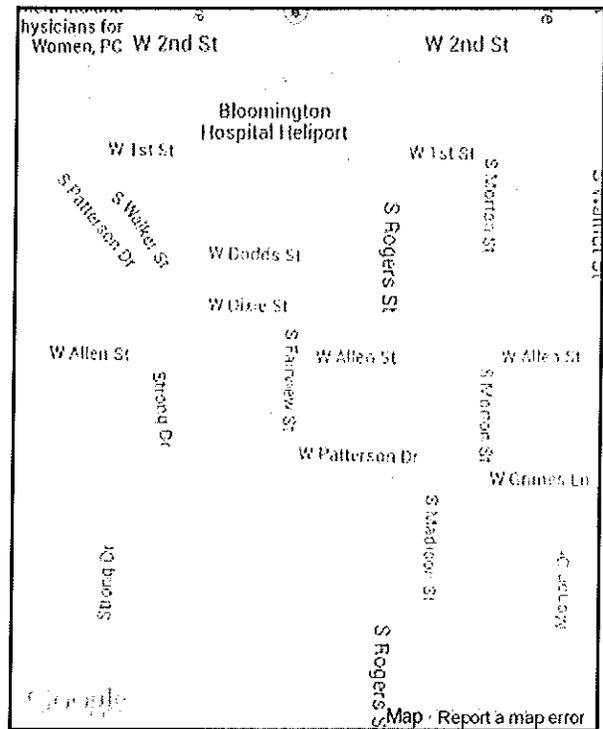
502 E Allen ST

Township Perry

Neighborhood Association Bryan Park

Other cases for this location

Status	Case Date	SLA	Categories	Locations
closed	2014-05-16		Excessive Growth	502 E Allen ST
closed	2013-09-30		Trash	502 E Allen ST
closed	2011-10-18		Recycling	502 E Allen ST
closed	2001-09-21		Trash	502 E Allen ST



Additional Location Info

city: Bloomington **latitude:**
state: IN **39.15539169311523**
zip: 47401 **longitude:**
 -86.52784729003906

Bloomington Animal Care and Control Service Request Printout

Bloomington Animal Care and Control
3410 Old State Road 37 South
Bloomington, Indiana 47402
Shelter: (812) 349-3492 Fax: (812) 349-3440

SERVICE REQUEST # 716970

Case UID: 716969 Case #: Case Status: CLOSED

Case Description:

Case Created: 06-03-2013 16:21 (By: LR) Last Updated: 06-12-2013 13:49 (By: VM) Closed: 06-12-2013 13:49 (By: VM)

Report UID: 716970 Report #: Report Status: CLOSED

Report Description: chicken flock

Call Type: Livestock Problem

Call Priority: Code 0

Call Received: 06-03-2013 15:21 By: LR

Call Assigned: By:

Assigned To:

COMPLAINT LOCATION

Address 1: 502 E. Allen

Address 2:

City/State/Zip: Bloomington / IN / 47404

Location Notes:

COMPLAINT DETAILS

Details: CP wants to be anon; wants to check on whether owner at this address has a permit for the chickens they have and if they do, check on odor and whether they meet the permit requirement for a sight barrier; concerned about chickens becoming a nuisance; can smell slight odor now but concerned about how bad it will be when the weather gets hotter

Arrived: 06-04-2013 12:00

Completed: 06-06-2013 10:00

Comments: OWNER HAS SMALL FLOCK. (2) NOT OLD ENOUGH TO BE OUT 24/7. OWNER KEEPS CHICKS IN HOUSE UNTIL OLDER. THE SMELL FROM PROPERTY IS COMPOST NOT CHICKS. OWNER PUT UP TEMP SIGHT FENCE BUT A SIGHT FENCE IS UP...

ACTIONS TAKEN

Report UID	Qty	Type	Added:	By:
716970	1	Spoke With Owner	06-12-2013 13:47	VM

DISPATCHES

SUBJECTS

Type: UID: 719790

Shoemaker,

Address 1: 502 E. Allen

City/State/Zip: Bloomington, IN, 47404

ANIMALS

Report # 716970

Created: 06-03-2013 15:21 (By: LR) Last Updated: 06-12-2013 13:49 (By: VM) Closed: 06-12-2013 13:49 (By: VM)

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Bloomington Animal Care and Control Service Request Printout

Bloomington Animal Care and Control
3410 Old State Road 37 South
Bloomington, Indiana 47402
Shelter: (812) 349-3492 Fax: (812) 349-3440

SERVICE REQUEST # 731824

Case UID: 731823 Case #: Case Status: OPEN

Case Description:

Case Created: 07-23-2013 12:34 (By: VM) Last Updated: 04-23-2014 11:43 (By: VM)

Report UID: 731824 Report #: Report Status: NEW

Report Description: odor complaint

Call Type: Livestock Problem

Call Priority: Code 0

Call Received: 07-23-2013 12:34 By: VM

Call Assigned: By:

Assigned To:

COMPLAINT LOCATION

Address 1: 1015 S. Dunn

Address 2:

City/State/Zip: Bloomington / IN / 47401

Location Notes:

COMPLAINT DETAILS

Details: Neighbor (Dave Stewart) lives behind chicken owner's (Julie Finn, Matt Shoemaker). DS said that the smell of neighbor's chickens are making him sick.

Arrived: 07-23-2013 13:00.

Completed:

Comments: The owner's have 3 chickens. Officers Minder and Eubank have been to owner's house and cp's house. There is no smell coming from chicken coop or around coop. When we went to cp's house we could smell a damp organic odor but that smell was coming from the plants around cp's house. Not neighbor's property. Advised cp of this. CP said that the air is heavy around his house because of chickens. CP also said that because of he was exposed to chicken feces when he was a child he might have more problems than most. CP said that this might be all in his head. He didn't know. WENT BACK TO OWNER'S PROPERTY TODAY 10/23/13. THE CHICKEN OWNER'S HAVE COMPLIED WITH EVERYTHING OFFICERS HAVE ASKED OF THEM. THERE IS NO ODOR COMING FROM CHICKENS. OWNERS WILL PUT PRIVACY FENCE UP THIS WEEKEND. THERE ARE ONLY 3 CHICKENS ON PROPERTY.

ACTIONS TAKEN

Report UID	Qty	Type	Added:	By:
731824	1	Spoke With Complainant	07-23-2013 12:51	VM
731824	1	Spoke With Owner	07-23-2013 12:51	VM
731824	1	Being Patrolled	10-23-2013 10:45	VM

DISPATCHES

SUBJECTS

Finn Shoemaker, Julie Matt

Type: OWN **UID:** 230272

Address 1: 502 E. Allen St

City/State/Zip: Bloomington, IN, 47401

Home: (812) 856-3855 **Work:** (812) 856-3855

Willing to Testify?: N

Bloomington Animal Care and Control Service Request Printout

Stewart, Dave

Type: UID: 731851

Address 1: 1015 S. Dunn

City/State/Zip: Bloomington, IN, 47401

Cell: (812) 856-1421 Home: (812) 331-7715

ANIMALS

Report # 731824

Created: 07-23-2013 12:34 (By: VM)

Last Updated: 04-23-2014 11:43 (By: VM)

[Print This Page](#)

(Use the above link to print, Or, "[RightClick]Print" from most browsers)

Bloomington Animal Care and Control Service Request Printout

Bloomington Animal Care and Control
3410 Old State Road 37 South
Bloomington, Indiana 47402
Shelter: (812) 349-3492 Fax: (812) 349-3440

SERVICE REQUEST # 794191

Case UID: 794190 Case #: Case Status: CLOSED

Case Description:

Case Created: 04-21-2014 16:54 (By: LR) Last Updated: 04-22-2014 14:50 (By: VM) Closed: 04-22-2014 14:50 (By: VM)

Report UID: 794191 Report #: Report Status: CLOSED

Report Description: chclken flock complaint

Call Type: Livestock Problem

Call Priority: Code 0

Call Received: 04-21-2014 16:54 **By:** LR

Call Assigned: **By:**

Assigned To:

COMPLAINT LOCATION

Address 1: 502 E. Allen

Address 2:

City/State/Zip: Bloomington / IN /

Location Notes:

COMPLAINT DETAILS

Details: CP says owners of flock have not complied with requirements for sight barrier. They said they were going to put up fence but have not done so. He still thinks they are in violation of the ordinance. Please verify what flock owners have or have not done; check with Patty in Legal if necessary regarding compliance with ordinance and then call Mr. Stewart back.

Arrived: 04-22-2014 08:30

Completed: 04-22-2014 14:40

Comments: SPOKE WITH LINDA STEWART 4/22/14 9:00am. TRIED TO EXPLAIN ABOUT THE SIGHT FENCE. ADVISED THAT THE SIGHT FENCE THAT NEIGHBOR HAS UP IS A BETTER BARRIER THAN A FENCE BECAUSE IT WAS AGAINST THE COOP AND RUN. IF THE FENCE IS IN THE YARD THEY WILL BE ABLE TO SEE OVER THE FENCE. TRIED TO EXPLAIN THAT THE FENCE WOULD HAVE TO BE OVER 10 OR 15 FEET TALL TO BLOCK THEIR VIEW. LS ASKED IF THEY COULD PUT UP THEIR OWN FENCE. I TOLD HER THAT SHE NEEDED TO CONTACT ZONING DEPARTMENT. LS THEN TOLD ME THAT THEY COULD FEEL THE CHICKEN DANDER AND THAT SHE HAD A RASH FROM IT. AGAIN I TRIED TO EXPLAIN THAT THE ORDINANCE DOESN'T COVER CHICKEN DANDER. I TOLD HER THAT I WOULD GO OVER AGAIN AND CHECK COOP. CALLED OWNER TO ASK TO ENTER PROPERTY. AFTER INSPECTION I DID FIND THAT THE OWNER DID ADD A NEW GATE THAT DIDN'T HAVE SIGHT BARRIER. ADVISED OWNER OF THIS AND HE SAID THAT HE WOULD FIX THE PROBLEM AT NOON WHEN HE WAS HOME FOR LUNCH. CALLED CP BACK. HE WAS VERY ANGRY BECAUSE OF MY CONVERSATION WITH HIS WIFE. HE SAID I WAS BROW BEATING LINDA. I TRIED TO EXPLAIN THAT I WAS TRYING TO EXPLAIN ORDINANCE TO HER. DS STARTED YELLING AT ME SAYING I WAS TAKING SIDES AND HE WAS INSISTING THAT I FINE OWNERS. I ADVISED CP THAT I WOULD NOT FINE THEM BECAUSE OWNER WAS GOING TO FIX PROBLEM. CP CONTINUED TO YELL AT ME SO I ADVISED HIM THAT HE WOULD NOW BE DEALING WITH OUR LEGAL DEPARTMENT. FS FIXED THE PROBLEM. THEY ARE UP TO CODE...

Bloomington Animal Care and Control Service Request Printout

Report UID	Qty	Type	Added:	By:
794191	1	Spoke With Complainant	04-22-2014 09:40	VM
794191	1	Spoke With Owner	04-22-2014 09:40	VM

DISPATCHES
SUBJECTS

Finn Shoemaker, Julie Matt

Type: OWN UID: 230272

Address 1: 502 E. Allen St

City/State/Zip: Bloomington, IN, 47401

Home: (812) 856-3855 Work: (812) 856-3855

Willing to Testify?: N

Stewart, Dave

Type: ORI UID: 731851

Address 1: 1015 S. Dunn

City/State/Zip: Bloomington, IN, 47401

Cell: (812) 856-1421 Home: (812) 331-7715 Other: (812) 345-5319

Willing to Testify?: N

ANIMALS

Report # 794191

Created: 04-21-2014 18:54 (By: LR)

Last Updated: 04-22-2014 14:50 (By: VM)

Closed: 04-22-2014 14:50 (By: VM)

Print This Page

(Use the above link to print, Or, "[RightClick]Print" from most browsers)

10-4	10:12	Yukon AS 8870	- David Stewart: check complaint. May man follow code w/ a blanket? Can still see checkers? There is no odor to AS, but there is one to me. I'm "sensitized" it is a problem for me.	with PCID. 10
10-1	10:12	Alaska	10:11 in front of Pitkin	



Greg Small <smallg@bloomington.in.gov>

Fwd: Phone Call

2 messages

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Renee Rose** <roser@bloomington.in.gov>
Date: Tue, Apr 22, 2014 at 10:30 AM
Subject: Phone Call
To: Patricia Mulvihill <mulvihill@bloomington.in.gov>

Patty,

Dave Stewart (812) 331-7715, called and would really like to make an appointment to speak with you about a lingering, on-going issue he has with his neighbor's and their chickens. He lives at 1015 S. Dunn Street over in Bryan Park. The man seems nice and sincere and REALLY would like to speak with you.

RR

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CITATION APPEAL

FOR 502 E. ALLEN ST.

SUBMITTED MAY 21, 2014

- 1** INTRODUCTION & SUMMARY OF APPEAL
- 2** ATTACHMENT #1
- 3** APRIL 25 NOTICE OF VIOLATION AND WARNING & PHOTO #1
- 4** ATTACHMENT #2 & #3
- 5** MAY 16 NOTICE OF VIOLATION AND FINE & PHOTO #2
- 6** PHOTO #3, #4, AND #5
- 7** CONCERNS WITH NEIGHBORHOOD COMPLIANCE OFFICERS & CONCERNS ABOUT USE OF CITY RESOURCES FOR HARASSMENT
- 8** CONCLUSION AND SUGGESTIONS FOR MOVING FORWARD

INTRODUCTION

We, Matt Shoemaker and Julie Finn, have lived in our house at 502 E Allen St. for nearly ten years. We have two bright and energetic children, ages eight and nine. We consider ourselves active community members; we visit neighborhood parks daily, perform weekly volunteer work, and know many of the other residents of the Bryan Park neighborhood. Our property is an older one, with two old-growth trees, a house built in the 1940s, and a yard that contains a garden, backyard chickens, a tire swing, and is in constant use by our two children.

SUMMARY OF APPEAL

We believe that our property reflects normal usage by an active family and has never been out of compliance. We believe that the April 25 warning was unwarranted, and emailed Ms. Patterson to explain this, but did not formally appeal it because we did not understand that it would be held against us in the future.

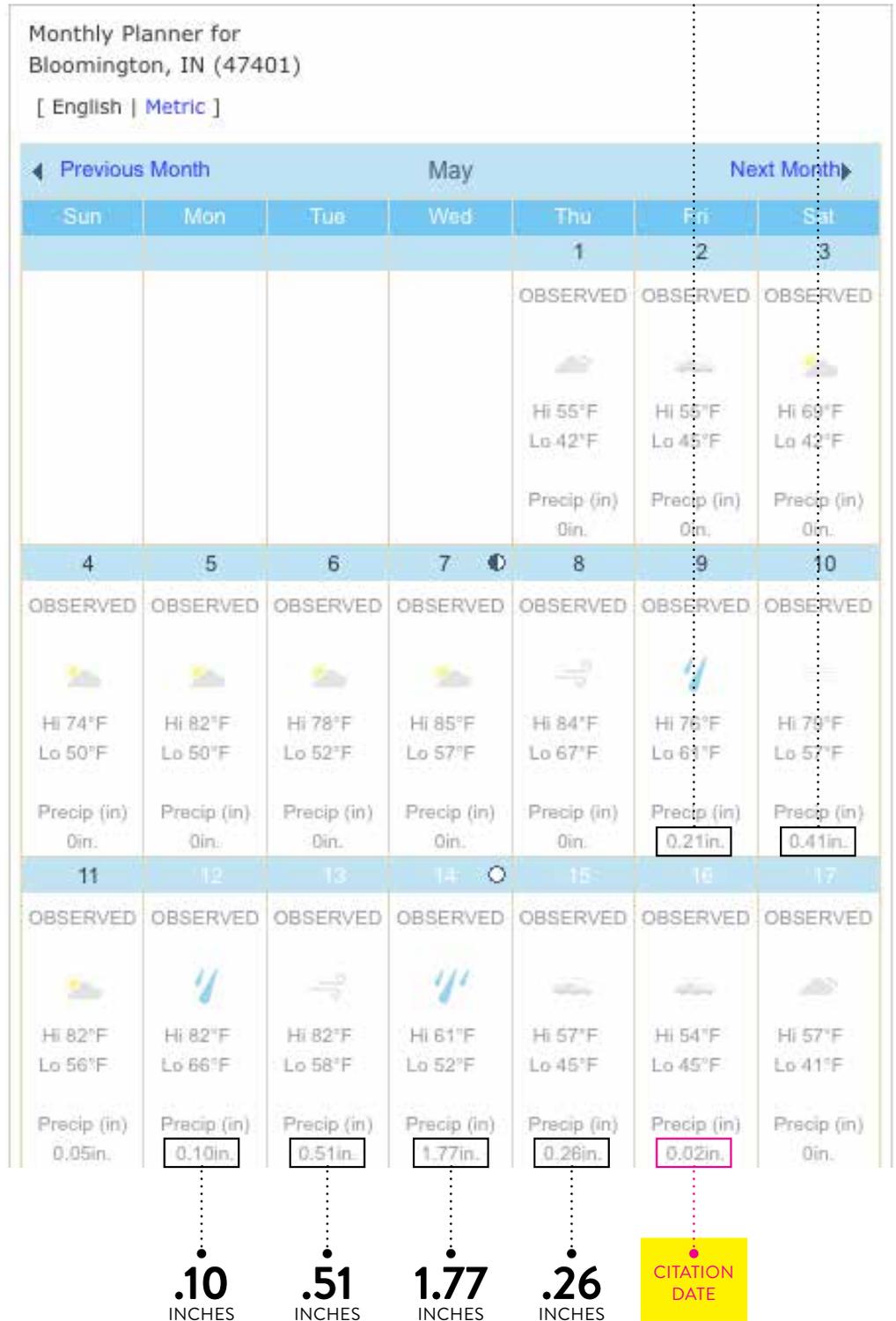
We believe that the May 16 fine is unwarranted in regards to yard waste that we do not agree is such, and unmown grass that reflects only the fact that it rained every day that week (please see **Attachment #1**: weather.com document showing precipitation through May 17, 2014). Additionally, we believe that the “neighbor complaint” that Mr. Mosier verbally referenced for this fine came from our next door neighbor at 1015 S. Dunn St., Mr. Dave Stewart, who has a documented history of filing false complaints to the city about us. We object to this usage of city resources to harass us.

continued...

ATTACHMENT #1

May 2014 monthly weather data from weather.com: <http://www.weather.com/weather/monthly/47401>

Rain for the week concluding on the citation date totaled 3.31 inches, an average of nearly a half inch of rain per day.



APRIL 25 NOTICE OF VIOLATION AND WARNING

On April 25, as Ms. Finn and the children were playing in the backyard, Ms. Finn noticed a HAND truck drive past; we're now in the habit of noticing all city vehicles that come by the house, since last summer when our next door neighbor, Mr. Dave Stewart, began to harass us by making false complaints to the city (please see **Attachment #2**: Record of Complaints to Animal Control). The truck drove past the house's backyard, but when Ms. Finn went inside several minutes later, she found the Notice of Complaint and Warning taped to the front door. Since we do not believe that our property was out of compliance, she photographed the property, then emailed the photo (please see **Photo #1**) to a previous contact at HAND, Ms. Doris Sims, for clarification. Ms. Sims forwarded this email to Ms. Marilyn Patterson (please see **Attachment #3**: Email Conversation between Ms. Finn, Doris Sims, and Marilyn Patterson).

Mr. Mosier returned to the house and this time specifically pointed out to Ms. Finn the items that he felt to be out of compliance; ie. two long objects (a torn leaf canopy from the children's room, and a bent curtain rod) that were sticking up out of our trash bin, and a door leaning against the side of our garage. Although we do not believe that the trash was out of compliance, nor that the door, an outdoor plaything that our children often employ as a fort, table, etc., is yard waste, it was not explained to us that this warning would count against us in the future if we did not formally appeal, and Ms. Finn agreed to remove these items.

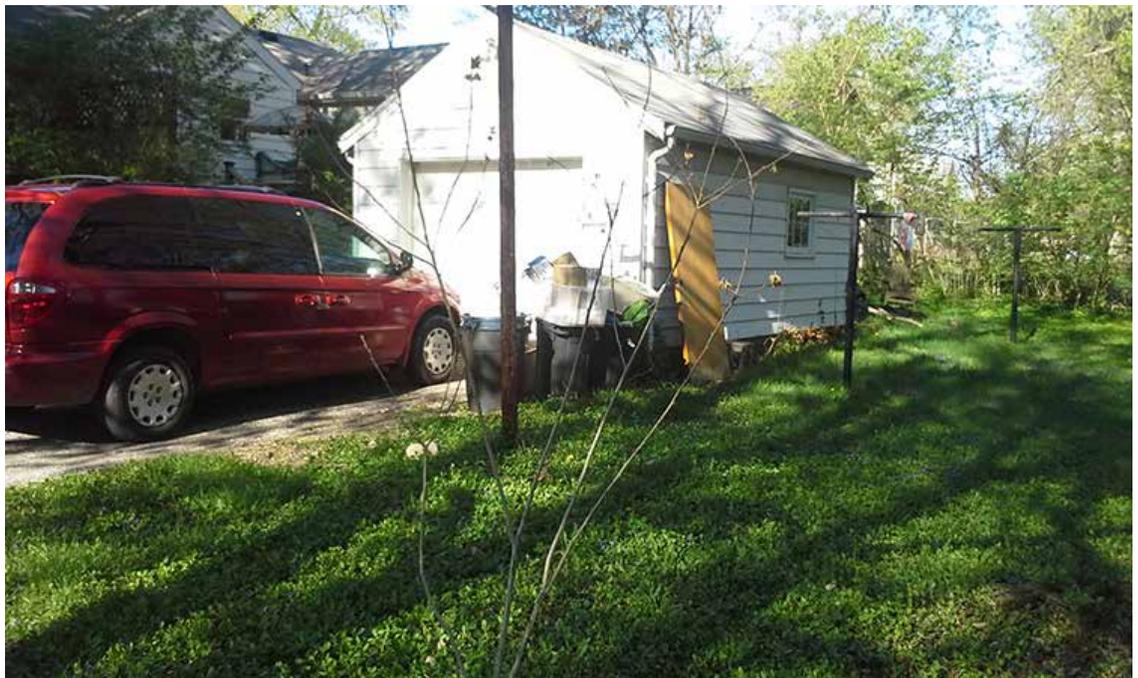
During this conversation, Ms. Finn repeated several times our worry about our next door neighbor, Mr. Stewart, who had recently begun to escalate his harassment of us using false complaints to the city. Ms. Finn explained that Animal Control had recently invited a representative from the city's legal department to visit our property and verify that his complaints were, in fact, false, and that we were worried that now that Animal Control was taking action to protect itself, Mr. Stewart would escalate to making complaints to HAND. Mr. Mosier verbally acquiesced to Ms. Finn's request that he please just tell her whenever there was anything that he noticed about our property that might be out of compliance, because Mr. Stewart's harassment frightened her and the children.

We did not make a written appeal to this warning, because although we made contact with and had conversations with city employees specifically about this warning, specifically asking for explanation and clarification, it was not explained to us that Ms. Finn's email was not sufficient appeal, nor that a warning would count against us if the later complaint that Ms. Finn specifically expressed worry about did occur.

continued...

PHOTO #1

Taken the afternoon of Friday, April 25. The containers on the trash cans are recycling. The neighborhood trash/recycling pick-up was scheduled for the next Monday morning.



ATTACHMENT #2

Email correspondence regarding records of complaints against us to Animal Control. A public records request was filled out and results are forthcoming.

----- Forwarded message -----

From: Virgil Sauder <sauderv@bloomington.in.gov>
Date: Sat, May 17, 2014 at 9:12 AM
Subject: Complaints
To: jufinn@umail.iu.edu

We do have the records at the shelter. Please stop by and fill out a public records request. You can do that today from 12-3pm, Sunday from 1-4, or Monday from 12-5pm. Let me know if you have any questions about the process.

--

Virgil Sauder, Shelter Manager
Bloomington Animal Care and Control
[812-349-3492](tel:812-349-3492)
sauderv@bloomington.in.gov

ATTACHMENT #3

Email correspondence asking for clarification.

From: Doris Sims <simsd@bloomington.in.gov>
Date: Mon, Apr 28, 2014 at 9:01 AM
Subject: Re: city ordinance referring to trash in yard?
To: Julie Finn <jufinn@umail.iu.edu>
Cc: Marilyn Patterson <pattersm@bloomington.in.gov>

Greetings Ms. Finn,
I no longer work in the Housing and Neighborhood Development Department so I am forwarding your email to Marilyn Patterson who took my place to respond. I am sure she will be happy to assist you.

Regards,

Doris J. Sims, Director
Human Resources Department
P. O. Box 100
401 North Morton Street, Suite 230
Bloomington, In 47402
[phone: \(812\) 349-3578](tel:812-349-3578)
[fax: \(812\) 349-3446](tel:812-349-3446)

----- Forwarded message -----

On Sat, Apr 26, 2014 at 7:53 AM, Julie Finn <jufinn@umail.iu.edu> wrote:
Ms. Sims,

I was hoping that you could clarify another ordinance for me, and thank you again for being so helpful last time when I was confused.

A city official yesterday left a yellow notice on my front door telling me to remove "trash and debris from property adjacent to garage." I want to comply, but I honestly don't know what the official is referring to. I would have asked, myself, but even though we were home, my children and I were actually playing outside by the garage when I saw a city truck drive by without stopping; it must have parked on the street in front of the house, because only later did I see the notice on the front door.

I've attached photos taken from the street of both sides of my garage and what I'm assuming is the property adjacent to it--I don't really understand the term, perhaps?--and if you could look at it and tell me what parts of it are counter to the city ordinance, I'd be happy to bring my property into compliance immediately.

Best,
Julie Finn

MAY 16 NOTICE OF VIOLATION AND FINE

On May 16, while Ms. Finn was home, Mr. Mosier personally came around the yard to the clear glass back door of our house to confront her and hand her the Notice of Violation and Fine. Ms. Finn was very shaken by the encounter, because she was upset about being surprised while under-dressed in the back of her house abutting the backyard, where she expected privacy from unsolicited visitors, and because Mr. Mosier told her that his fine was the result of a “neighbor complaint,” the specific situation that she had expressed her worry about to him after the April 16 fine and that she had understand herself to have received his verbal assurance about, that Mr. Mosier would personally clarify any violations that he saw on her property and allow her to comply, to avoid these harassing complaints.

Immediately after the encounter, Ms. Finn took a photograph of the property in question (please see **Photo #2**). The two items that Mr. Mosier claims are out of compliance—the unmown grass and the tree—are visible in this photo. From a different angle it is clear that we have corrected the alleged problematic items of the trash cans and the door (please see **Photo#3**).

We believe that the particular section of grass shown in the photo, which had last been mown on May 9, reflects only the fact that it had rained in Bloomington every single day from May 10 to May 16 (please see again **Attachment #1**), and in fact it rained again soon after the encounter with Mr. Mosier, and minutes after this photo was taken. Other portions of the property had been mown during breaks in the rain, and this is the only section in which some dandelions were slightly above the cut-off length for compliance. We believe that it is unfair to penalize a property owner for being unwilling to risk her safety to mow the lawn immediately before or after a potential thunderstorm, or during a rain shower.

We believe that we do not have non-compliant “yard waste” on our property; we are dedicated recyclers and have established a compost area in that obscured portion of the yard where organic matter and sticks are allowed to mature for use on our garden. We also have a wood chipper that we use to make mulch from dried sticks for gardening as well (please see **Photo #4** and **Photo #5**). We keep our property tidy, but do not believe that composting warrants a punishment .

We believe that this “neighbor complaint” came from Mr. Stewart, who has a documented history of harassing us using city resources. He harassed us by making false complaints to Animal Control for almost a year, and now that they’ve taken action to protect themselves from having to use their resources to respond to his false complaints, we believe that he has escalated to making complaints through HAND. We are disappointed that there are no city resources to protect us from this harassment, and shocked that HAND would fine us \$50, even though we have made continual effort to communicate with HAND, to ask for clarifications so that we can understand our responsibilities, to make clear that we are focused on staying in compliance, and to explain our worries and ask for guidance.

continued...

PHOTO #2

Taken the afternoon of Friday, May 16. The trash cans and door have been removed.



PHOTO #3

Taken the afternoon of Friday, May 16. The trash cans and door have been removed.



PHOTO #4

Our wood chipper and fresh wood chips for garden use.



PHOTO #5

Below the sticks mulch develops.



CONCERNS WITH NEIGHBORHOOD COMPLIANCE OFFICERS

Although this is less relevant to our specific appeal, we feel that you should know that we, and many of our neighbors, have long been concerned by our interactions with Mr. Mosier. Mr. Mosier has a reputation in our neighborhood of not interacting respectfully with property owners. In his conversation with Ms. Finn about the April 25 warning, Mr. Mosier pointed down the street and told Ms. Finn about a property in the neighborhood that he was going to visit next. He told Ms. Finn what he was going to do there, and told her details of his previous interactions with these property owners, including getting “kicked off” their property. He gave enough detail in this conversation that Ms. Finn felt that she knew the property he was discussing, and we find it very upsetting that Mr. Mosier is comfortable discussing these interactions. We would like to make clear at this time that we do not want Mr. Mosier to discuss our property with anyone in this way; we believe it is disrespectful and violates our privacy.

In that same conversation about the April 25 warning, Mr. Mosier also told Ms. Finn that he didn’t understand why anyone would get a fine for their property not being in compliance unless “they were just lazy.” This is especially upsetting to us because we do not feel that we are lazy, although we have now received a fine, and we believe that it reflects Mr. Mosier’s lack of respect for the property owners with whom he works.

We believe that these statements, as well as the incident in which Mr. Mosier chose to walk through our backyard and surprise Ms. Finn at our back door instead of using the neat and swept sidewalk that leads directly to our front door, and including the incident in which Mr. Mosier verbally assured Ms. Finn that he would simply tell her if her property was in violation and instead gave her a fine three weeks later, reflect a misunderstanding on Mr. Mosier’s part of proper methods of interaction with property owners.

CONCERNS ABOUT USE OF CITY RESOURCES FOR HARASSMENT

Although it is our understanding that the city does not currently have a way to keep someone from using city resources to harass another person, we feel that you should know that this is a real issue that has burdened us for nearly a year. For reasons that we don’t understand, last year our next door neighbor, Mr. Dave Stewart, began to regularly and frequently call Animal Control to make complaints about us. Although they began as anonymous “neighbor complaints,” as this May 16 complaint to HAND was, Animal Control soon identified that every complaint was coming from Mr. Stewart. These complaints were all false, as Animal Control came each time to verify. Nevertheless, Mr. Stewart has been permitted since then to knowingly and repeatedly lie to city workers, requiring them to use departmental resources to log and check up on us. Although we have never been fined by Animal Control, and have always been assured that we are in compliance, we have occasionally been asked to do extra things that are not required in order to avoid setting him off, and Ms. Finn and our children, who, as homeschoolers, are often home during the day, are regularly subject to the stress of an unannounced visit from Animal Control, the embarrassment of regularly having a truck from Animal Control in front of our house, and the regular interruption of the children’s school day while Ms. Finn deals with the unannounced visits of these employees.

We believe that Mr. Stewart has escalated to making complaints to HAND, and we are disturbed that there are no city safeguards to keep city departments from wasting money by dealing with false complaints, and that there are also no safeguards to protect innocent property owners from being harassed in this way by an unstable neighbor. We believe that this “neighbor complaint” of May 16 came from Mr. Stewart noticing that some dandelions and grass had grown past the cut-off length during the seven days of daily rain in one section of our yard, and deliberately calling this complaint in solely to harass us.

continued...

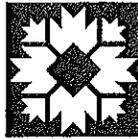
CONCLUSIONS AND SUGGESTIONS FOR MOVING FORWARD

We ask that you drop this violation and fine. We believe that our property does not reflect one that is out of compliance, but rather a normally-maintained yard after a week of daily rainfall, a yard in which active children play.

More importantly, however, we ask that you take this opportunity to seriously improve the way in which HAND interacts with property owners. We are highly educated, engaged, active citizens who specifically reached out to HAND to ask for clarifications and explanations about previous warnings, and if we didn't understand how to appeal a warning or why we should, then we are very concerned that there are many other citizens who are not being helped to understand their rights, as well.

In particular, we ask that Mr. Mosier be educated about appropriate and ethical property owner interactions. As the face of HAND in his role of neighborhood compliance officer, we believe that he has both verbally and by action violated the privacy and dignity of the property owners with whom he interacts.

Most importantly, we strongly suggest that you consider how city workers have been used by our neighbor to harass us, and develop a policy that will enable you to avoid wasting the time and resources of city departments that are having to deal with purposefully false complaints, and will protect the citizens of Bloomington from being victimized by their neighbors, with city workers as tools of this victimization.



**City of Bloomington
Housing and Neighborhood Development**



City of Bloomington
H.A.N.D.

Board of Public Works

Meeting Date: 03 June 2014

Petition Type: Permission to get bids and remove the structure

Address: 015-02360-00 Seminary Pt Lot 72; 435½ S. Walnut St.

Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

Staff Report: 20 December 2013 Received complaint regarding an unsafe structure
 23 December 2013 Sent Order to Repair
 16 January 2014 Changed to Order to Remove
 28 January 2014 Presented to BPW
 16 May 2014 Letter sent by Legal

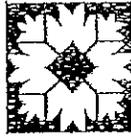
On 20 December 2013 a complaint was received regarding an unsafe structure at this location. A drive by inspection was conducted to verify the complaint and an Order to Repair was issued. It was later determined, through talks with the owner and the owner's representative, that the structure would be removed. At this time you could see that there were holes in the roof. These were not visible in December due to snow cover.

On 16 January 2014 the Order was changed to an Order to Remove. This was presented to BPW to uphold with a deadline of 01 May 2014 for compliance.

On 16 May 2014 the structure had not been removed. Legal sent a letter noting the City's intent to request permission from the Board to get bids and remove the structure.

Hand is asking permission to get bids to remove the structure so the property is in compliance with Title 17 of the BMC.

Attachments: Orders, Pictures, Legal Letter



City of Bloomington
Housing and Neighborhood Development

ORDER TO REMOVE

16 January 2014

C. Raymond Bartlett, Jr. Trust
430 S. Washington St.
Bloomington IN 47401

Re: 015-02360-00 Seminary Pt Lot 72; commonly known as 435½ S. Walnut St.

Dear C. Raymond Bartlett, Jr. Trust,

The City of Bloomington's Housing and Neighborhood Development Department ("HAND"), under Indiana Code section 36-7-9-5, issues this Order to Remove. When it issues such an order, the City is required to give all substantial property interest holders in the above-referenced property notice of this Order to Remove.

You have until 31 January 2014 to gain a permit for demolition to remove the structure and 01 May 2014 for the structure located at the above referenced address to be removed.

A hearing will be held on this matter on 28 January 2014 at 5:30 pm in the Council Chambers of City Hall, located in the Showers Building at 401 North Morton Street, Bloomington, Indiana. You have the right to appear at this hearing and represent yourself, or you can appear with an attorney on your behalf. It is your right to present evidence, cross-examine opposing witnesses and present your own arguments and witnesses at this hearing.

If you fail to remove what is required in accordance with this Order, the following may occur:

1. The City may have to hire a contractor to fulfill the obligations of the Order to Remove.
2. The City may fulfill the obligations of the Order to Remove itself.
3. If the City has to hire a contractor to fulfill the obligations of the Order to Remove, or must fulfill the obligations of the Order to Remove itself, each person holding a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises from the date of this Order to Remove to the time that the work is completed, is jointly and severally responsible for certain costs; including the actual cost of the work performed and reasonable processing expenses.
4. If any assessed costs remain unpaid, the City shall seek a judgment in the Monroe Circuit Court against any and all of the aforementioned parties. The judgment is then a debt and lien on all real and personal property of each named individual.

After you have been issued and received notice of this Order and you have not complied, you are required under Indiana Code § 36-7-9-27, to supply full information regarding this Order to a person who takes or agrees to take a substantial property interest in the unsafe property before transferring or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe property, you are required to provide to the City written copies of the full name, address, and telephone number of the person taking a substantial property interest in the property, and written copies of the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished.

If you have any questions concerning this Order to Remove, please, do not hesitate to contact me at (812) 349-3420.

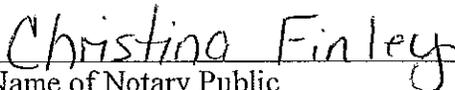
I hereby affirm, to the best of my knowledge, under the penalties of perjury, that the foregoing representation is true.



Lisa Abbott
Director
Housing and Neighborhood Development
401 North Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401

State of Indiana)
)SS:
County of Monroe)

Subscribed and sworn to before me a Notary Public this 16th day of January 2014.



Name of Notary Public



Signature of Notary Public

Monroe

Notary Public's County of Residence



4-9-15

Notary's Commission Expires

CITY OF BLOOMINGTON NOTICE OF ORDINANCE VIOLATION

Date NOV issued: **16 January 2014**

Person(s) NOV issued to: **C. Raymond Bartlett, Jr. Trust**

Date violation discovered: **20 December 2013**

Location/address of violation: **015-02360-00 Seminary Pt Lot 72; commonly known as 435½ S. Walnut St.**

Nature of violation/code provision violated: **Bloomington Municipal Code (BMC) § 17.16**

Inspector's Report

Per a Housing and Neighborhood Development Complaint Inspection conducted on December 20, 2013, the above noted structure has been declared unsafe for the following reasons: (1) it is in an impaired structural condition that makes it unsafe to a person or property; (2) it is dangerous to person or property because of the above-referenced ordinance and state code violations and (3) it is a public nuisance. Because the above-referenced structure is unsafe the property owner has been ordered to remove the structure and the following steps shall occur:

1. A permit for removal of the structure shall be applied for by 31 January 2014 through the Monroe County Building Department and the City Planning Department for the work necessary to bring this property and structure into compliance with this Order;
2. The unsafe structure shall be removed as well as all debris associated with this structure, including the main framing of the structure;
3. Properly backfill the foundation, crawl space or basement as needed and;
4. HAND shall be notified when work is completed at this location.

No work shall commence until such time as all local building permits have been received.

Once the required repairs have been made, please call Housing and Neighborhood Development (HAND) so an inspection can be done to determine compliance.

Relevant Code Citations

BMC § 17.16.020 adopts Indiana Code §§ 36-7-9-1—36-7-9-28 by reference. Indiana Code § 36-7-9-4, Unsafe building and unsafe premises described, states in section (a) “For purposes of this chapter, a building or structure, or any part of a building or structure, that is:

- (1) In an impaired structural condition that makes it unsafe to a person or property;
- (2) A fire hazard;
- (3) A hazard to the public health;
- (4) A public nuisance;
- (5) Dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance; or
- (6) Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance; considered an unsafe building.

BMC § 17.16.040 (f) states, in part, “Unsafe building or structure means any building or structure or part of building or structure that is ... in any of the conditions or possesses any of the defects described below, provided that such conditions or defects exist to the extent that life, health, property, or safety of the public or its occupants are endangered:

- (ll) Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, provided by the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location, or structure of buildings;
- (nn) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangements, inadequate light, air or sanitation facilities, or otherwise, is determined by the enforcement authority to be unsanitary, unfit for human habitation, or in such condition that it is likely to cause sickness or disease.

433 S. Walnut St.
20 December 2013





21 MAY 2014 435 1/2 S WALNUT ST



16 JANUARY 2014 435 1/2 S WINDLUT ST.

**Corporation Counsel
Margie Rice**

**City Attorney
Vickie Renfrow**

**Assistant City Attorneys
Susan Failey
Barbara E. McKinney
Jacquelyn F. Moore
Patricia M. Mulvihill
Michael M. Rouker
Greg Small**

May 16, 2014

Geoffrey M. Grodner
Mallor Grodner
511 Woodcrest Drive
Bloomington, Indiana 47401

Re: 435 1/2 South Walnut Street, Bloomington, Indiana (C. Raymond Bartlett, Jr. Trust)
Failure to Comply with Order to Remove

Dear Mr. Grodner:

As you have advised the City of Bloomington ("City") that you represent the owners of the above-referenced property in regards to the City's Orders to Remove the structure on said property, I am sending you this Notice of Violation. If you no longer represent these property owners in this matter please advise me as soon as possible so that I may direct this letter to their attention.

The City issued an Order to Remove the unsafe structure located at 435 1/2 South Walnut Street on January 16, 2014. A copy of said Order was sent to your attention on January 17, 2014. The City's Board of Public Works affirmed the Order at their public meeting on January 28, 2014. No appeal of the Order was filed in the Monroe County Circuit Court.

The Order to Remove stated that the unsafe structure at 435 1/2 South Walnut Street was to be removed on or before May 1, 2014. To date, the structure has not been removed and the Monroe County Building Department indicates that an application for a demolition permit has not yet been filed. The failure to comply with the Order to Remove is a violation of Title 17 of the Bloomington Municipal Code and Indiana Code § 36-7-9.

As a result of your client's failure to comply with the Order to Remove, the City of Bloomington will seek permission from its Board of Public Works to solicit bids to have the structure removed itself in accordance with the authority granted to the City by I. C. § 36-7-9-10. The permission to solicit bids will be sought from the Board of Public Works at their meeting on June 3, 2014. This meeting will be conducted in the City's Council Chambers, located inside of City Hall at 401 North Morton Street, at 5:30 p.m. Both you and your client are welcome to attend.

Once the bids have been solicited and reviewed the City will seek approval of the bid and subsequent contract by the Board of Public Works. The City would hope that such bid could be

awarded at the Board's July 1, 2014 meeting, with work to begin on removing the structure immediately thereafter. Please note that if the City is forced to remove the structure itself, via an independent contractor, any costs associated therewith will be assessed against your client in accordance with I.C. § 36-7-9-12. Should your client fail to reimburse the City for any assessed costs, the City will reduce the costs as a judgment lien on the property in accordance with I.C. § 36-7-9-13. Also, the City has the legal authority to issue civil fines for your client's noncompliance with the Order to Remove, the City retains the discretion to utilize such authority.

It is the City's sincerest hope that your client will take immediate action to file an application for a demolition permit with the Monroe County Building Department and remove the unsafe structure promptly and before any further action need be taken by the City or its Board of Public Works.

I thank you and your client for your prompt attention to this matter.

Sincerely,

Patricia M. Mulvihill
Assistant City Attorney

cc: HAND

Corporation Counsel
Margie Rice



City of Bloomington
Legal Department

Assistant City Attorneys
Susan Failey
Barbara E. McKinney
Jacquelyn F. Moore
Patricia M. Mulvihill
Michael M. Rouker
Greg Small

City Attorney
Vickie Renfrow

May 16, 2014

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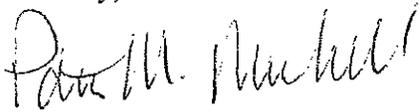
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It is the City's sincerest hope that your client will take immediate action to file an application for a demolition permit with the Monroe County Building Department and remove the unsafe structure promptly and before any further action need be taken by the City or its Board of Public Works.

I thank you and your client for your prompt attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patricia M. Mulvihill".

Patricia M. Mulvihill
Assistant City Attorney

cc: HAND



Board of Public Works Staff Report

Project/Event: Request to encroach in right of way with building columns at 349 S. College Avenue

Staff Representative: Rick Alexander

Petitioner/Representative: Michael Snapp/349 S. College, LLC

Date: June 3, 2014

Report: In 2008, the building corners were set by surveyors working for the developers. The building design includes 4 brick veneer columns extending 6" out from the face of the building. A recent survey by another land surveyor indicates that the columns extend into the right of way. The cause of this is unclear. It could be a survey error, a margin of error in a survey or contractor error during construction. In any case, the columns do not present an impediment to pedestrians.

Recommendation and Supporting Justification: The encroachment is so insignificant that it would have gone unnoticed except for the most recent survey. Once it was discovered, the owners came forward with the information and have asked to formalize the encroachment. Staff recommends approval.

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

BOARD OF PUBLIC WORKS
RESOLUTION 2014-37
Encroachments at 349 S. College Avenue

WHEREAS, 349 S. College, LLC, (“Owner”) is the owner of a building located at 345 S. College Avenue (the “Real Estate”); and

WHEREAS, the building on the Real Estate was constructed years ago and has remained in existence in its current location since construction; and

WHEREAS, a portion of the building encroaches onto the public right of way; and

WHEREAS, the City of Bloomington (“City”) neither desires nor intends to vacate this right of way; and

WHEREAS, although the Board of Public Works is authorized pursuant to Indiana Code § 36-9-6-15 to order the removal of any structure in a public place of the City, the City is willing to allow Owner and its successor(s) to encroach onto the portion of the City’s right of way described above;

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachments into the described right of way provided that:

1. Owner agrees for itself and its successor(s) in interest to release and forever discharge, hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees and assigns for any and all claims, actions, losses or injuries, including reasonable attorney’s fees, that may arise as a result of Owner’s use of the right of way. In case any claim or action is brought against the City of Bloomington or any of its officers or agents, for the failure, omission or neglect of the Owner or its successor(s) to perform any of the covenants of this Resolution, or for injury or damage caused by alleged negligence of Owner or its agents, subcontractors, employees or successor(s), the Owner or its successor(s) shall indemnify and hold harmless the City and its officers, agents and assigns from any and all losses, damages, costs (including attorney’s fees) or judgments arising out of such claim or action.
2. Owner agrees that no further structural encroachments may be made onto the right of way without first obtaining the Board of Public Works’ approval for the additional encroachment.
3. The building shall be maintained in a safe and attractive manner.

Resolution 2014-37

4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. In the event the Owner sells the property during the term of this Resolution, this Resolution shall continue under the original conditions and be binding on the successor(s).
6. Owner agrees that if the building on the Real Estate is demolished or removed for any reason, no structure may be rebuilt in the right of way.
7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and the deck, access ramp or railing needs to be removed to facilitate the City or utility, it will be at the expense of Owner, and the City will not be responsible for any damage which may occur to any of the encroachments by the City's workers or contractors, or by those of a public utility. Owner will not be compensated for any expense which may be incurred by him.
8. If at any time it is determined that the right of way should be improved to better serve the public or other public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, the City shall provide notice to Owner for removal of the encroachment(s). The City shall provide said notice to Owner as far in advance as possible of the date the City requires access to the right of way.
9. Upon receipt of said notice and prior to the date set forth in the notice, the Owner or its successor(s) shall remove the portion of the building and other encroachments upon the right of way. This removal shall be performed at the Owner's expense and without compensation by the City.
10. That Michael Snapp, by signing this Resolution, represents that he has been fully empowered by proper action of the entity to enter into the Resolution and has authority to do so.
11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by the Owner; and (c) the return of a copy of the recorded Resolution, which must include the Monroe County Recorder's file information, to the Department of Public Works.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS

349 S. COLLEGE, LLC

Charlotte Zietlow

Michael Snapp

James McNamara

Dr. Frank N. Hrisomalos

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Witness my hand and official seal.

Notary Public Signature

My commission expires: _____

Printed Name

County of Residence: _____

Background:

In January 2008 our company set the corners for an apartment building located at 345 South College Ave. The corners were set according to the instructions of Deckard land surveying. In addition, a site plan had been drawn by civil engineer Kevin Potter, and building design was performed by Taber Bruce architecture in Bloomington. The building design incorporates for brick veneer columns that protrude from the front of the building approximately 6 inches. A recent survey conducted by Doug Curry land survey, has indicated that the northernmost column protrudes into the city right-of-way 6 inches. The other three columns moving south protrude into the right-of-way. To a lesser degree, with the southernmost column protruding 4 inches into the right-of-way.

We the building owners are unsure if survey error, survey margin of error, or contractor error caused the columns to protrude into the right-of-way. Conversations with the contractors involved are inconclusive. We request to petition the Board of Public Works to allow this encroachment into the city of Bloomington right-of-way as depicted on the survey drawing provided by Doug Curry survey. The building owners will be available at the petition hearing to provide what information we know, and we will request that the surveyors and/or engineers involved be available as well.

Respectfully submitted,

Mike Snapp
349 S. College, LLC





Board of Public Works Staff Report

Project/Event: Art Opening with Musical Accompaniment

Petitioner/Representative: Grant Street Arts Collective

Staff Representative: Miah

Meeting Date: June 3, 2014

Event Date: Friday, June 6, 2014

Grant Street Arts Collective is a new studio/gallery located 114.5 Grant Street. They wish to have live, unamplified music beginning at 6:00 p.m. as part of their art opening during First Friday.

Staff recommends approval of the request with the stipulation that the permit only go until 11:00 p.m. on Friday, June 6, 2014 which is typical of other noise permits granted in this area of downtown.

Recommend **Approval** **Denial by** Miah Michaelson



NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Type or Name of Event:	Art Opening with musical accompaniment					
Location of Event:	114.5 S Grant Street					
Date of Event:	June 6, 2014	Time of Event:	Start:	6:00pm	End:	11:55am
Description of Noise:	Music					
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Other:		
Will Noise be Amplified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No				

Applicant Information

Name:	Isabella Bravo					
Organization:	Grant Street Arts Collective	Title:	member			
Physical Address:	114.5 S Grant Street					
Email Address:	isabellahbravo@gmail.com	Phone Number:	812-269-1991	/801-755-2060		
Signature:		Date:	8/25/14	May 19, 2014		

FOR CITY OF BLOOMINGTON USE ONLY

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

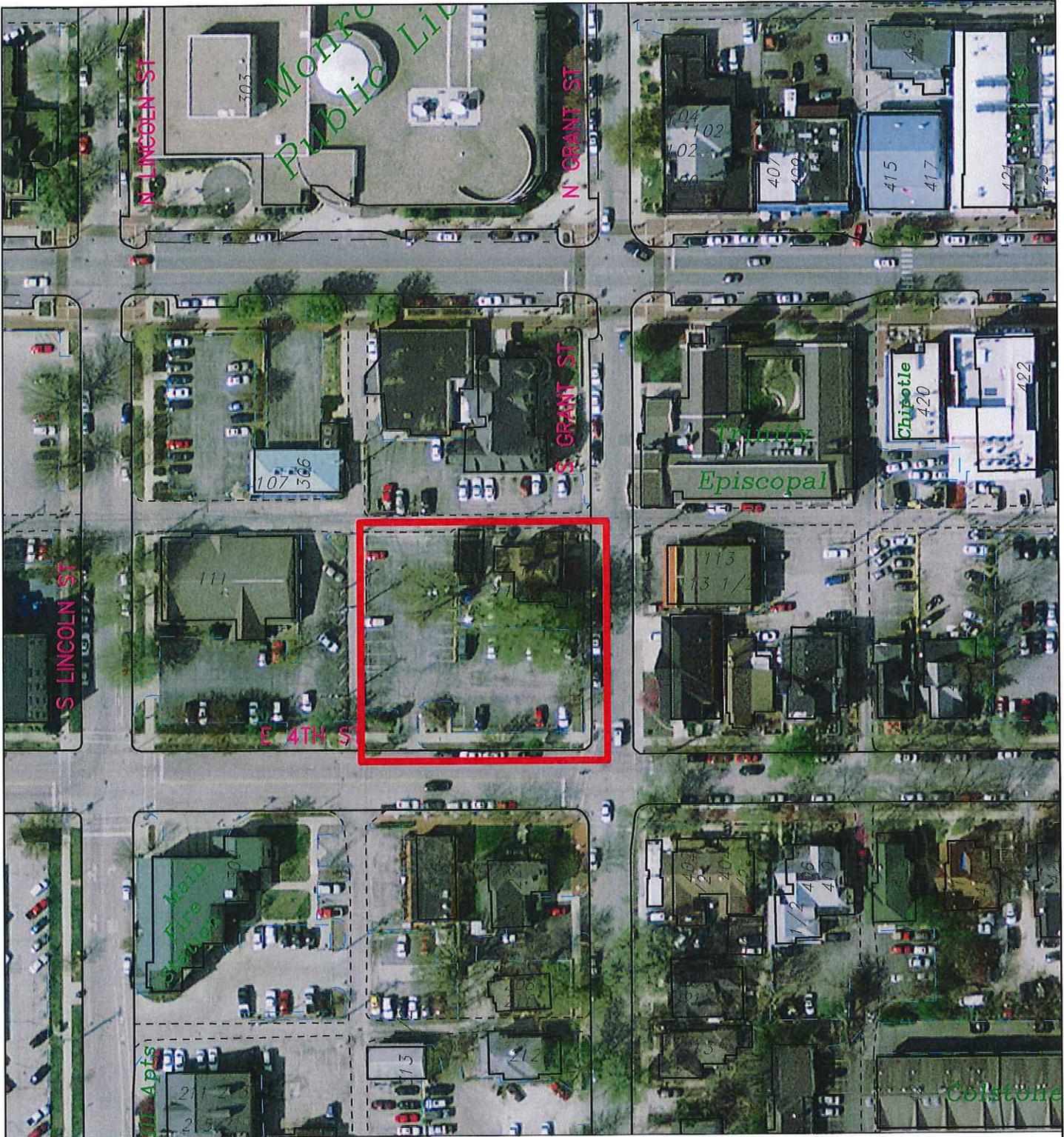
BOARD OF PUBLIC WORKS

 Charlotte T. Zietlow, President

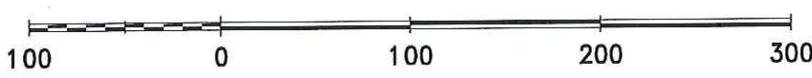
 James McNamara

 Date

 Dr. Frank N. Hrisomalos



By: smithc
30 May 14



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Noise Permit for Hillbilly Haiku

Petitioner/Representative: Upland Brewing Company

Staff Representative: Miah

Meeting Date: June 3, 2014

Report: Upland Brewing Company is sponsoring the Hillbilly Haiku Americana Music Concert on their property, Friday, August 29. The event will be a fundraiser for Sycamore Land Trust.

The application requests that the permit be from 5:00 – 11:00 p.m.

Staff supports the request.

Recommend **Approval** **Denial** Miah Michaelson



NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Type or Name of Event:	Hillbilly Haiku				
Location of Event:	Upland Brewing Co. 350 W. 11th St. Bloomington, IN 47404				
Date of Event:	Aug. 29, 2014	Time of Event:	Start: 5:00 PM	End:	11:00 PM
Description of Noise:	Live music will be amplified from the back corner of our lot.				
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Other:	
Will Noise be Amplified?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

Applicant Information

Name:	Andrea Heck		
Organization:	Upland Brewing Co.	Title:	Marketing Assistant
Physical Address:	350 W. 11th Street Bloomington, IN 47404		
Email Address:	Heck@uplandbeer.com	Phone Number:	(812)336-2337 x 203
Signature:		Date:	4/23/14

FOR CITY OF BLOOMINGTON USE ONLY

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

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



Board of Public Works Staff Report

Project/Event: Use of 4th Street for PRIDE Summerfest

Petitioner/Representative: PRIDE

Staff Representative: Miah

Meeting Date: June 3, 2014

PRIDE is requesting the use of West 4th Street between South Walnut Street and South College Avenue on Saturday, September 6, 2014 from 6:00 a.m. to 12:00 a.m. for PRIDE Summerfest. The purpose of Summerfest is to create a safe space to celebrate queer people and progress; create an inclusive and supportive environment for celebration and education; support all different people (gender, sexuality, race, ethnicity, abilities, talents, etc); and to inspire and promote creativity among the queer and allied community. There will be interactive activities, food, alcohol, a stage for musicians, and vendor booths. A specific space will be designated for youth and families.

Event hours are 11:00 a.m. to 10:00 p.m. They are also requesting a Noise Permit as well during event hours.

Adjacent businesses are supportive of the request. The 4th Street Garage will remain open and accessible during the event.

Staff recommends approval.

Recommend **Approval** **Denial by** Miah Michaelson

**RESOLUTION 2014-39
SUMMERFEST ARTS EVENT**

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

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

WHEREAS, PRIDE is desirous of using the sidewalk and parking spaces on West 4th Street between South Walnut Street and South College Avenue and host other arts and festival-type activities on Saturday, September 6, 2014; and,

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that the sidewalk and parking spaces on West 4th Street between South Walnut Street and South College Avenue shall be temporarily closed to parking, beginning at 6:00 a.m. to midnight on Saturday, September 6, 2014 for the purpose of hosting art and festival-type events, operating food and drink booths and providing entertainment including live bands for the general public.
2. That PRIDE shall post "no parking" signs on parking meters at least 24 hours in advance of the closing of the streets. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
3. PRIDE will be responsible for removing all trash that is a result of the event, picking up litter including cigarette butts from the street and sidewalks within this block and cleaning any grease or other food products from the pavement and sidewalks after the event. Cleanup shall be completed by midnight on Saturday, September 6, 2014.
4. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of 11:00 a.m. to 10:00 p.m. on Saturday, September 6, 2014.
5. PRIDE shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
6. PRIDE 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).

RESOLUTION 2014-39

7. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
8. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS:

PRIDE

Charlotte Zietlow, President

Signature

James McNamara

Printed Name, Title

Dr. Frank N. Hrisomalos

Date

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, PRIDE, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the sidewalk and parking spaces on West 4th Street between South Walnut Street and South College Avenue, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring arts events on RELEASEE's property with set up beginning at 6:00 a.m., teardown ending by midnight, on Saturday, September 6, 2014; and

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

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

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

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

RELEASOR

RELEASEE

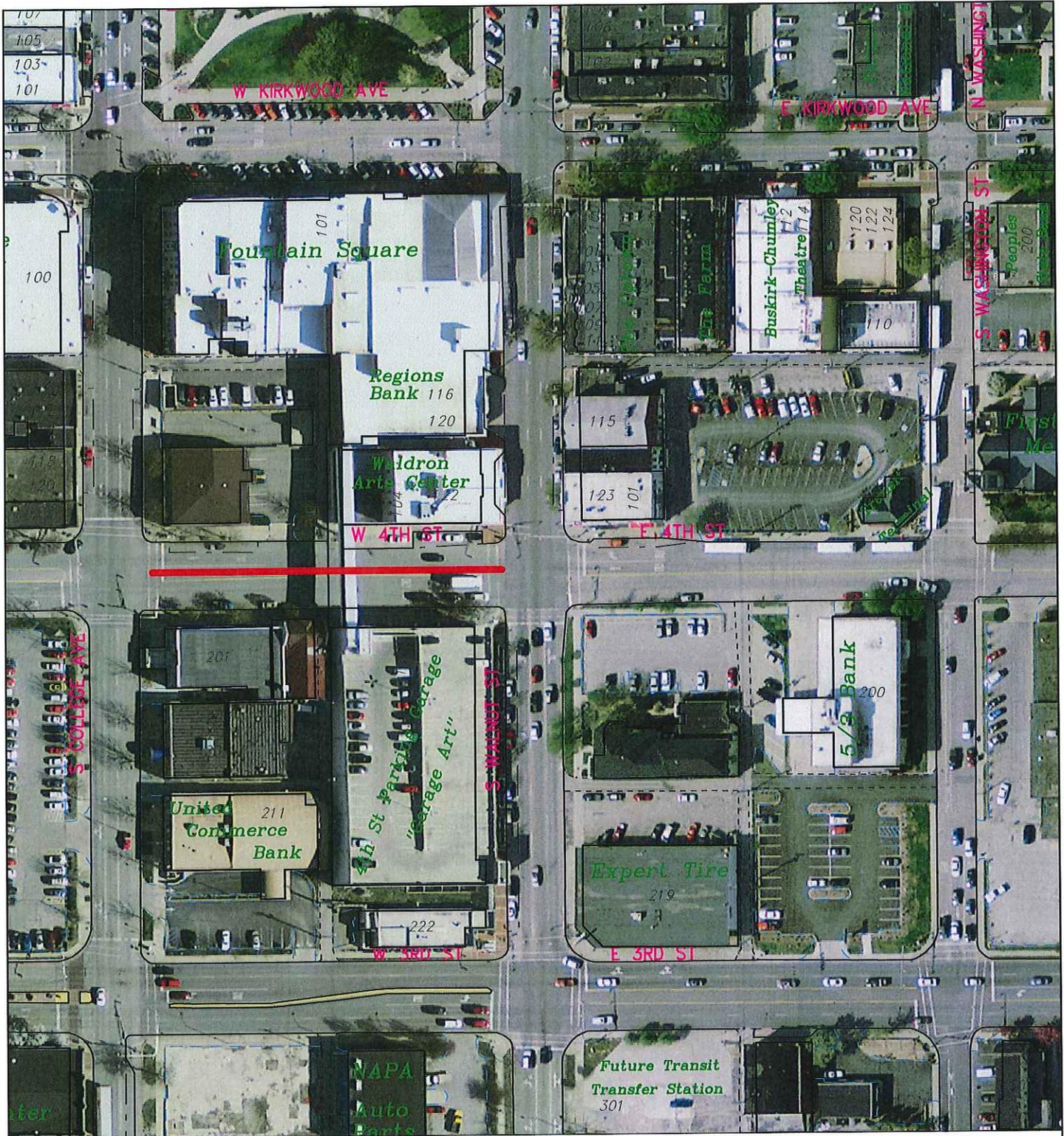
PRIDE, LLC

Board of Public Works Officer

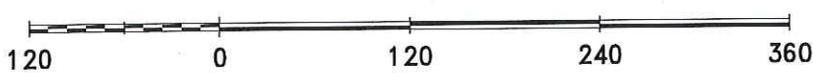
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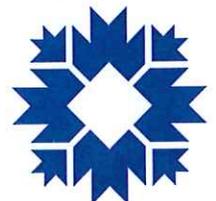
RESOLUTION 2014-39



By: smithc
30 May 14



City of Bloomington
Public Works



Scale: 1" = 120'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: 4th of July Parade

Petitioner/Representative: Parks and Recreation Department

Staff Representative: Miah

Meeting Date: June 3, 2014

Report: The City's Parks and Recreation Department is again in charge of organizing the 4th of July Parade which will be on Friday, July 4, 2014. The parade will start at 10:00 a.m., but streets will need to be closed beginning at 6:30 a.m. and will be reopened by noon. Parks is requesting permission to close sections of 7th Street, 8th Street, College Ave., Walnut Street, Kirkwood Ave., and Indiana Ave., which will also mean that access to side streets will be blocked during the parade.

Parks also needs to use three parking spaces on Kirkwood Avenue in front of Fountain Square Mall on Thursday to set up the parade viewing stand. A noise permit is included as part of the request.

Staff recommends approval.

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

RESOLUTION 2014-38
FOURTH OF JULY PARADE

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

WHEREAS, the City of Bloomington, through the Parks and Recreation Department, along with the Downtown Bloomington, Inc., will be sponsoring and organizing the Fourth of July Parade, on Friday, July 4, 2014 in downtown Bloomington; and

WHEREAS, in order to safely conduct the parade, City Streets may be closed to vehicular traffic and parking and to organize the participants, a holding area must be available for their use; and

WHEREAS, to add to the festivities, the organizers are requesting that they be allowed to set up a stage on Kirkwood in front of Fountain Square Mall to be used as a judging station and the stage needs to be set up on Thursday, July 3, 2014 and will not be removed until Saturday, July 6, 2014; and

WHEREAS, the Board of Public Works agrees that this event is important to the citizens of Bloomington and wants to facilitate the needs of the organizers.

NOW THEREFORE BE IT RESOLVED, that the following streets and parking areas may be closed to vehicular traffic on Thursday, July 4, 2014 as follows:

1. Streets used for the Parade route will be closed beginning at 6:30 a.m., and reopened by 12:00 noon. The route will begin on 7th Street at Indiana Avenue going west to Walnut Street, North on Walnut to 8th Street, West to College Avenue, College Avenue going south to Kirkwood Avenue, Kirkwood Avenue east to Indiana Avenue. These closings will also result in the closing of some side streets that intersect with the Parade route.
2. Parking in front of Fountain Square Mall on the south side of Kirkwood may be utilized for the review stage beginning on Thursday, July 3, 2014 and will be removed on Saturday, July 5, 2014.
3. That by granting permission to utilize City property to facilitate this activity, the Board of Public 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.

Approved this _____ day of _____, 2014.

CITY OF BLOOMINGTON, INDIANA BOARD OF PUBLIC WORKS

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

City of Bloomington

PARADE PERMIT APPLICATION

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

Organization name and mailing address: Bloomington Parks & Recreation
401 N. Morton Suite 250
Bloomington, IN 47402

Contact person and phone number: Becky Barrick-Higgins 348-3715

Information regarding proposed parade:

Date: July 4th (Fri)

Time of commencement: set up begins @ 6:30 AM, Parade starts @ 10 AM

Expected duration: Parade over by 11:30 AM, Roads open by noon

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

see attached map.

Expected number of participants: 8,000 - 10,000

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

Parade comprised of floats, vehicles, walkers, horses
or other small animals - dogs, llamas, donkeys, musical acts

Traffic control shall be supplied by IUPD, BPD, County Reserve, Private

At the following points on the parade route: see attached map.

Basically, every intersection

NEXT PAGE

MAIL TO:
220 E. 3rd St.
47401

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

There will be a meeting scheduled to bring all agencies together

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

Beky Barker-Higgins
Signature of Person requesting Permit

Permit Granted

Permit Denied _____

Y.M. DeBorja
Chief of Police, Bloomington, Indiana

4/29/14
Date

Action taken by Police Department:

The permit is granted , with the following conditions:

- Pending Board of Public works approval

The permit is denied _____
For the following reasons:



Board of Public Works Staff Report

Project/Event: Use of 4th Street for PRIDE Summerfest

Petitioner/Representative: PRIDE

Staff Representative: Miah

Meeting Date: June 3, 2014

PRIDE is requesting the use of West 4th Street between South Walnut Street and South College Avenue on Saturday, September 6, 2014 from 6:00 a.m. to 12:00 a.m. for PRIDE Summerfest. The purpose of Summerfest is to create a safe space to celebrate queer people and progress; create an inclusive and supportive environment for celebration and education; support all different people (gender, sexuality, race, ethnicity, abilities, talents, etc); and to inspire and promote creativity among the queer and allied community. There will be interactive activities, food, alcohol, a stage for musicians, and vendor booths. A specific space will be designated for youth and families.

Event hours are 11:00 a.m. to 10:00 p.m. They are also requesting a Noise Permit as well during event hours.

Adjacent businesses are supportive of the request. The 4th Street Garage will remain open and accessible during the event.

Staff recommends approval.

Recommend **Approval** **Denial by** Miah Michaelson

RESOLUTION 2014-39
SUMMERFEST ARTS EVENT

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

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

WHEREAS, PRIDE is desirous of using the sidewalk and parking spaces on West 4th Street between South Walnut Street and South College Avenue and host other arts and festival-type activities on Saturday, September 6, 2014; and,

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that the sidewalk and parking spaces on West 4th Street between South Walnut Street and South College Avenue shall be temporarily closed to parking, beginning at 6:00 a.m. to midnight on Saturday, September 6, 2014 for the purpose of hosting art and festival-type events, operating food and drink booths and providing entertainment including live bands for the general public.
2. That PRIDE shall post "no parking" signs on parking meters at least 24 hours in advance of the closing of the streets. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
3. PRIDE will be responsible for removing all trash that is a result of the event, picking up litter including cigarette butts from the street and sidewalks within this block and cleaning any grease or other food products from the pavement and sidewalks after the event. Cleanup shall be completed by midnight on Saturday, September 6, 2014.
4. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of 11:00 a.m. to 10:00 p.m. on Saturday, September 6, 2014.
5. PRIDE shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
6. PRIDE 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).

RESOLUTION 2014-39

7. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
8. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS:

PRIDE

Charlotte Zietlow, President

Signature

James McNamara

Printed Name, Title

Dr. Frank N. Hrisomalos

Date

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, PRIDE, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the sidewalk and parking spaces on West 4th Street between South Walnut Street and South College Avenue, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring arts events on RELEASEE's property with set up beginning at 6:00 a.m., teardown ending by midnight, on Saturday, September 6, 2014; and

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

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

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

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

RELEASOR

RELEASEE

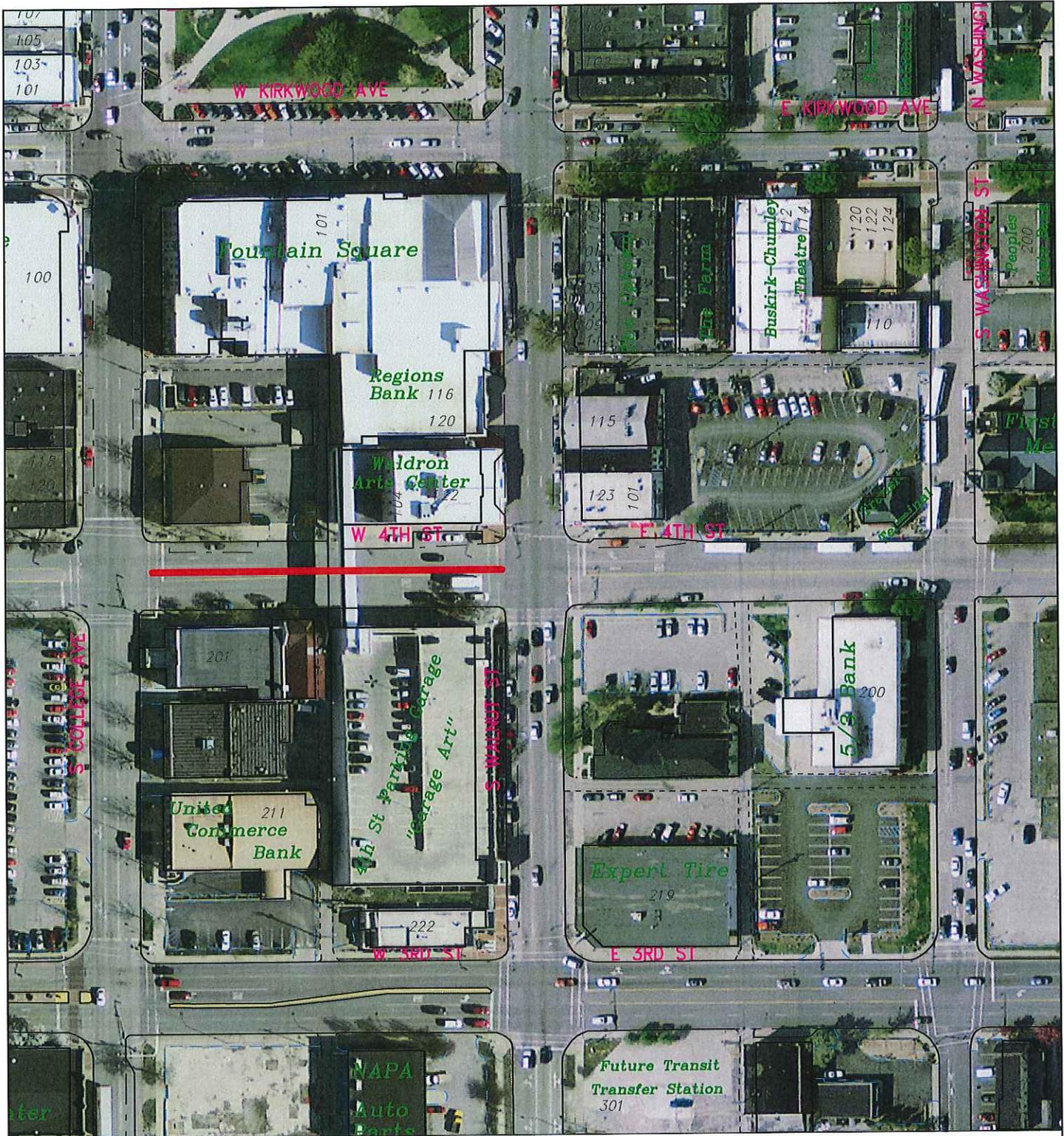
PRIDE, LLC

Board of Public Works Officer

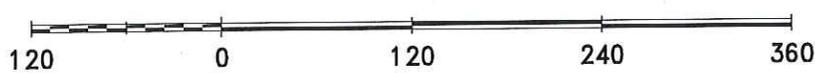
Date

Date

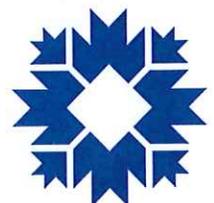
RESOLUTION 2014-39



By: smithc
30 May 14



City of Bloomington
Public Works



Scale: 1" = 120'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Hoosiers Outrun Cancer
Petitioner/Representative: Bloomington Hospital Foundation
Staff Representative: Miah
Meeting Date: June 3, 2014

The 15th Hoosiers Outrun Cancer is scheduled for Saturday, September 20, 2014 and is sponsored by the Bloomington Hospital Foundation. Most of the route is on the Indiana University campus in the area of Memorial Stadium, but there are some City streets utilized.

Organizers expect approximately 5,000 participants in 2014.

BPD has issued a Parade Permit pending Board approval.

Recommendation and Supporting Justification: Staff recommends approval.

Recommend Approval Denial

RESOLUTION 2014-40
HOOSIERS OUTFRAN CANCER

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

WHEREAS, Bloomington Hospital Foundation has requested use of city streets as indicated on Attachment A of this resolution, to conduct Hoosiers Outrun Cancer 5K Run which raises funds for the IU Health Olcott Center for Cancer Education; and

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

WHEREAS, Bloomington Hospital Foundation has agreed to execute the "Release, Hold Harmless and Indemnification Agreement" regarding the use of the City of Bloomington's property and has agreed to provide the city with a Certificate of Insurance.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized to conduct the Bloomington Hospital Foundation Hoosiers Outrun Cancer 5K Run between the hours of 8:00 a.m. and 11:00 a.m., on Saturday, September 20, 2014. Attachment A of this Resolution indicates the streets that may be utilized or are restricted in some way by this event.
2. That the street closures outlined above are for the purposes of allowing Bloomington Hospital Foundation to provide a fitness event of high quality that is mutually beneficial to participants and the community on Saturday, September 20, 2014.
3. That Bloomington Hospital Foundation shall post "no parking" signs on parking spaces at least 24 hours in advance of the closing of the streets. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
4. That Bloomington Hospital Foundation shall be responsible for placement and removal of barricades. Bloomington Hospital Foundation is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. Bloomington Hospital Foundation agrees to obtain at its own expense and place barricades to close the street, not before 8:00 a.m. on Saturday, September 20, 2014 and to remove barricades by 11:00 a.m., on Saturday, September 20, 2014.
5. That Bloomington Hospital Foundation will be responsible for removing all trash, picking up litter from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 11:00 a.m., on Saturday, September 20, 2014.
6. That by granting permission to utilize City property to facilitate this activity, the Board of

RESOLUTION 2014-40

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.

7. That Bloomington Hospital Foundation shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
8. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
9. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS ____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS:

BLOOMINGTON HOSPITAL FOUNDATION

Charlotte Zietlow, President

Signature

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Position

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, BLOOMINGTON HOSPITAL FOUNDATION, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically sections of city streets as described in Attachment A which are operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring Hoosiers Outrun Cancer, on RELEASEE's property from 8:00 a.m. – 11:00 a.m. on Saturday, September 20, 2014; and

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

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

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

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

RELEASOR

RELEASEE

Bloomington Hospital Foundation

Board of Public Works Officer

Printed name, Title

Date

Date

City of Bloomington

PARADE PERMIT APPLICATION

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

Organization name and mailing address: HOOSIERS OUTRUN CANCER

Contact person and phone number: JOHN BRANIGAN C: 812-219-6566
H: 812-331-2245

Information regarding proposed parade:

Date: SEPTEMBER 20, 2014

Time of commencement: 10:00 AM

Expected duration: TWO HOURS

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

START AND FINISH AT IU MEMORIAL STADIUM
(SEE ATTACHED MAP FOR COURSE)

Expected number of participants: 5,000

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

FIVE KILOMETER RUN/WALK

Traffic control shall be supplied by IUPD

At the following points on the parade route: ALL MAJOR INTERSECTIONS

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

IUPD

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

[Signature]
Signature of Person requesting Permit

Permit Granted _____

Permit Denied _____

[Signature]
Chief of Police, Bloomington, Indiana

4/21/14
Date

Action taken by Police Department:

The permit is granted _____, with the following conditions:

- Pending Board of Public Works approval

The permit is denied _____
For the following reasons:

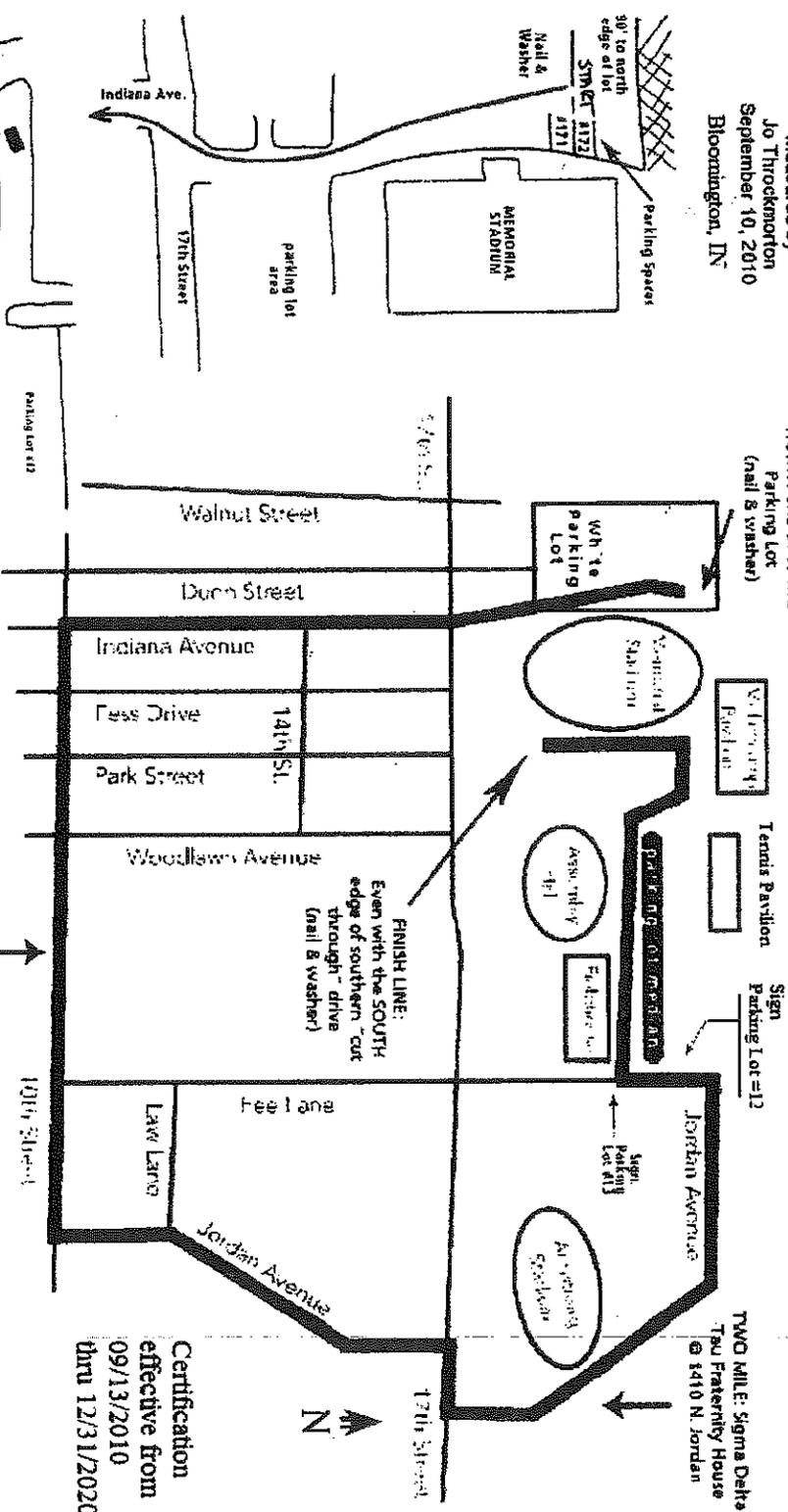
HOOSIERS OTRUN CANCER

5K Course Map
Measured by
Jo Throckmorton
September 10, 2010
Bloomington, IN

START LINE:

Go SOUTH 30 feet from
NORTH end of WHITE
Parking Lot
(nail & washer)

USATF Certified Course ID# IN 10033 MW



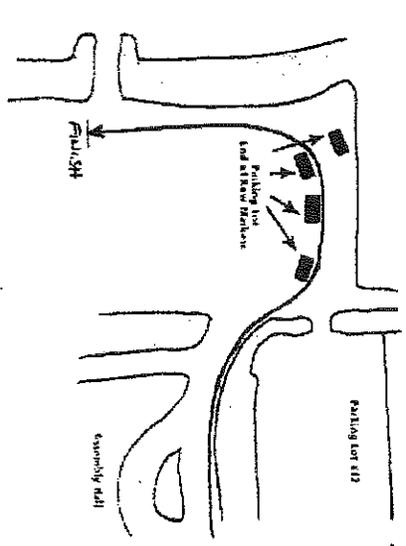
FINISH LINE:
Even with the SOUTH
edge of southern "cut
through" drive
(nail & washer)

Course Description:

Start at the NORTH end of White Parking Lot on WEST side of Memorial Stadium. Go SOUTH to 17th. Turn right then left, slightly, to enter Indiana Avenue going SOUTH to 10th. At 10th Street turn EAST to Jordan Avenue. At Jordan Avenue turn NORTH to 17th Street and turn right then left, slightly, to continue NORTH on Jordan Avenue. At Fee Lane turn SOUTH to the entrance of PARKING LOT #13 (second entrance on the right) and then turn WEST following the lot's northern border until entering main parking lot between Assembly Hall and Memorial Stadium. Go WEST and turn SOUTH to FINISH LINE.

ONE MILE: Geology Building
Entrance on 10th Street
Run-off grate on street curb

Certification
effective from
09/13/2010
thru 12/31/2020





Board of Public Works Staff Report

Project/Event: Use of Parking spaces for outdoor arts events

Petitioner/Representative: I Fell, LLC.

Staff Representative: Miah

Meeting Date: June 3, 2014

I Fell, LLC is requesting the use of the sidewalk and parking spaces on W. 4th Street between Rogers Street and the west side of the mid-block alley in the 400 block of W. 4th Street on Friday, June 6, 2014, Saturday, June 7, 2014, and June 8, 2014 for outdoor art events as part of the Bloomington Open Studios Weekend.

Event hours are from 5:00 p.m. to 11:00 p.m. on Friday, June 6, 2014; 9:00 a.m. – 7:00 p.m. on Saturday, June 7, 2014; and 9:00 a.m. to 5:00 p.m. on Sunday, June 8, 2014, and they request that they be allowed to utilize the sidewalk and parking spaces until that time. They are also requesting a Noise Permit as well during event hours.

Staff recommends approval.

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

RESOLUTION 2014-41
JUNE ARTS EVENT

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

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

WHEREAS, I Fell, LLC. ("I Fell") is desirous of using the sidewalk and parking spaces on West 4th Street from the intersection with Rogers Street to the western side of the mid-block alley in the 400 block to exhibit artwork, and host other arts and festival-type activities on Friday, June 6, 2014, Saturday, June 7, 2014, and Sunday, June 8, 2014; and,

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that the sidewalk and parking spaces on West 4th Street from the intersection with Rogers Street to the western side of the mid-block alley in the 400 block shall be temporarily closed to parking, beginning at 5:00 p.m. to 11:00 p.m. on Friday, June 6, 2014; 9:00 a.m. – 7:00 p.m. on Saturday, June 7, 2014; and 9:00 a.m. to 5:00 p.m. on Sunday, June 8, 2014, for the purpose of hosting art and festival-type events, operating food and drink booths and to providing entertainment including live bands for the general public.
2. That I Fell shall post "no parking" signs on parking meters at least 24 hours in advance of the closing of the streets. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
3. I Fell will be responsible for removing all trash that is a result of the event, to pick up litter including cigarette butts from the street and sidewalks within this block and to clean any grease or other food products from the pavement and sidewalks after the event. Cleanup shall be completed by 11:00 p.m. on Friday, June 6, 2014; 7:00 p.m. on Saturday, June 7, 2014, and 5:00 p.m. on Sunday, June 8, 2014.
4. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of 5:00 p.m. to 11:00 p.m. on Friday, June 6, 2014; 9:00 a.m. – 7:00 p.m. on Saturday, June 7, 2014; and 9:00 a.m. to 5:00 p.m. on Sunday, June 8, 2014.
5. I Fell shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

RESOLUTION 2014-41

6. I Fell shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
7. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
8. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS _____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS:

I FELL, LLC:

Charlotte Zietlow, President

Signature

James McNamara

Printed Name, Title

Dr. Frank N. Hrisomalos

Date

Date

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, I Fell, LLC, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the sidewalk and parking spaces on West 4th Street from the intersection with Rogers Street to the western wide of the mid-block alley in the 400 block, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring arts events on RELEASEE's property with set up beginning at 5:00 p.m. and teardown ending by 7:00 p.m., on Friday, June 6, 2014, and set up beginning at 9 a.m. and teardown ending by 7:00 p.m. on Saturday, June 7, 2014, and set up beginning at 9 a.m. and teardown ending by 5:00 p.m. on Sunday, June 8, 2014; and

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

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

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

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

RELEASOR

RELEASEE

I Fell, LLC

Board of Public Works Officer

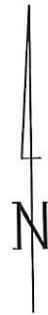
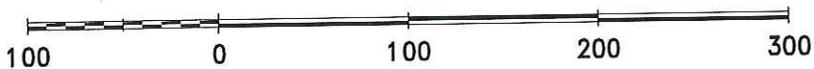
Date

Date

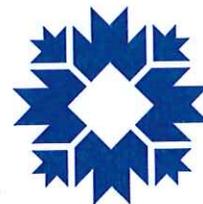
RESOLUTION 2014-41



By: smithc
30 May 14



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Closure of Jordan Avenue for IU Jacobs School of Music Summer Band Concert Series

Petitioner/Representative: IU Jacobs School of Music

Staff Representative: Miah

Meeting Date: June 3, 2014

The IU Jacobs School of Music will be holding outdoor concerts on July 9 & July 16, 2014. They are requesting to be allowed to close Jordan Avenue between 3rd Street and the Jordan Avenue parking garage. The street closing cuts down on vehicular noise.

The street would be closed between the hours of 6:45 and 8:15 pm. Representatives from adjacent venues (IU Cinema, Lee Norvelle Theatre & Drama Center) have been contacted about the closures. IUPD will be assisting with any traffic issues.

These are family events which are free and open to the public. Staff supports the request.

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

RESOLUTION 2014-42
Indiana University Jacobs School of Music
Outdoor Summer Band Concerts

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

WHEREAS, Indiana University Jacobs School of Music plans to conduct two outdoor concerts in front of the School of Music located on Jordan Avenue which will be free and open to the general public, and

WHEREAS, the Indiana University Jacobs School of Music is requesting permission from the City of Bloomington to close a section of Jordan Avenue adjacent to the Music School during the performances to cut down on vehicular noise; and

WHEREAS, the Indiana University has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works and any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof:

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works declares that Jordan Avenue between 3rd Street on the south and the drive into the Jordan Avenue Parking Garage on the north, shall be temporarily closed to motor vehicles from 6:45 p.m. until 8:15 p.m. on Wednesday, July 9, 2014 and July 16, 2014 for the purpose of staging concerts, under the following provisions:

1. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
2. Indiana University Jacobs School of Music agrees to be responsible for placing barricades to close the street, not before 6:45 p.m., and to be removed by 8:15 p.m., Wednesdays, July 9, and July 16, 2014. Barricades are not provided by Public Works, but must be approved by the City of Bloomington Engineering Department for type and placement.
3. Indiana University Jacobs School of Music 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).
4. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

RESOLUTION 2014-42

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

ADOPTED THIS ____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS

INDIANA UNIVERSITY SCHOOL
JACOBS SCHOOL OF MUSIC

Charlotte Zietlow, President

Signature

James McNamara

Printed Name and Title

Dr. Frank N. Hrisomalos

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, IU JACOBS SCHOOL OF MUSIC, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically Jordan Avenue between 3rd Street on the south and the drive into the Jordan Avenue Parking Garage on the north, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring arts events on RELEASEE's property with set up beginning at 6:45 p.m., teardown ending by 8:45 p.m. on Wednesday, July 9, 2014 and Wednesday, July 16, 2014; and

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

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

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

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

RELEASOR

RELEASEE

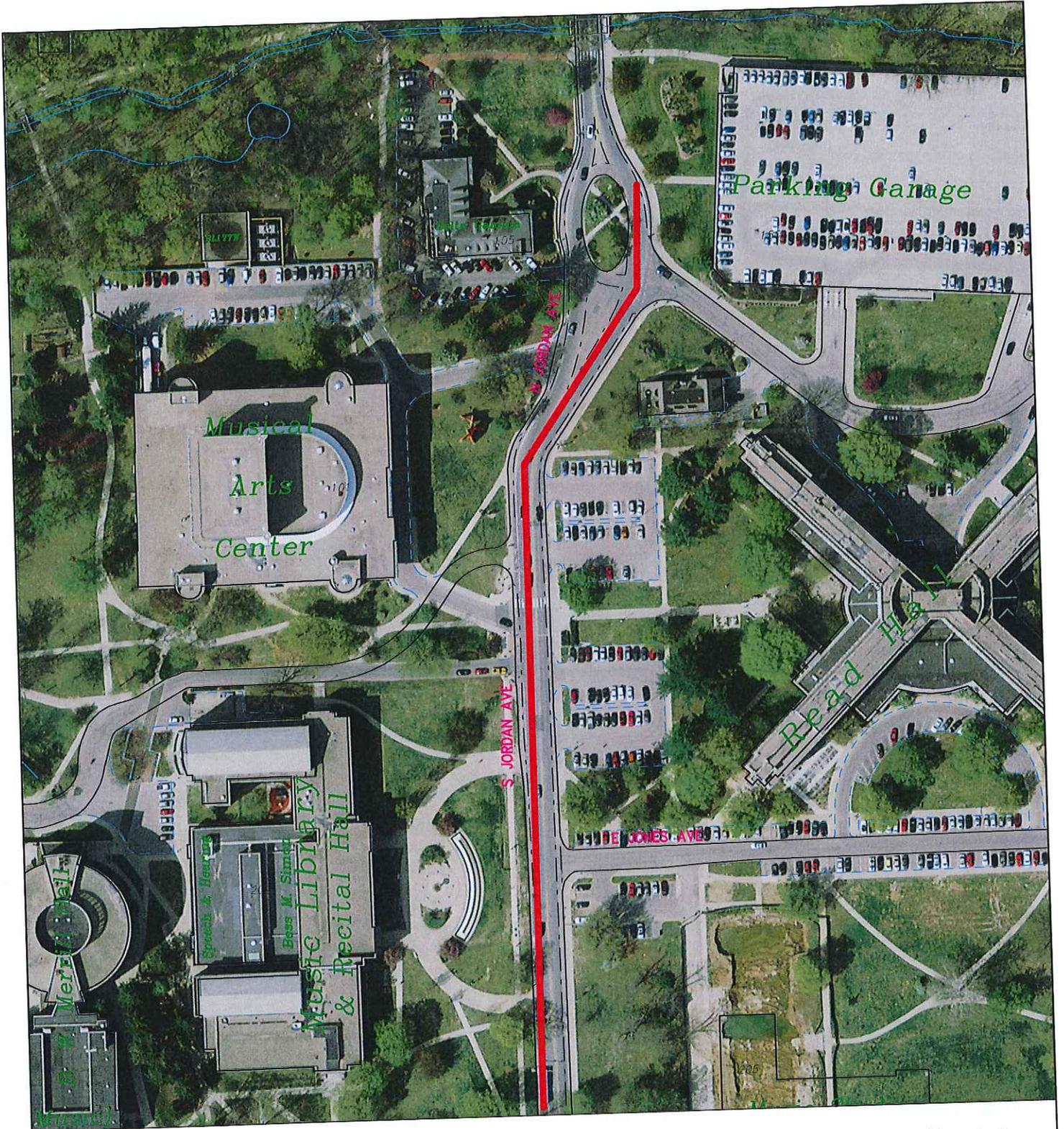
IU Jacobs School of Music

Board of Public Works Officer

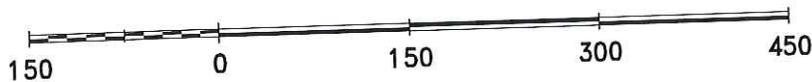
RESOLUTION 2014-42

Date

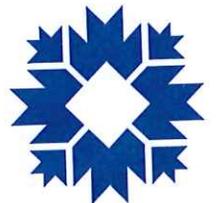
Date



By: smithc
30 May 14



City of Bloomington
Public Works



Scale: 1" = 150'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Eastside Bloomington Race for Literacy

Petitioner/Representative: Eastside Bloomington

Staff Representative: Miah

Meeting Date: June 3, 2014

Report: Eastside businesses are sponsoring a 5K known as the Race for Literacy from 8:00 a.m. – 11:00 p.m. on Saturday, June 14. Proceeds will benefit Teachers Warehouse.

The route includes the following streets: East Covenant Drive South Clarizz Blvd, Covenant Drive, South Fenbrook Lane, South Baldwin Drive, South Christopher Drive, East Cameron Avenue, South Meadowbrook Drive, South Pleasant Ridge Road, East Buick Cadillac Blvd, East Auto Mall Road.

BPD has issued a Parade Permit pending approval by BPW.

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

RESOLUTION 2014-43
RACE FOR LITERACY 5K RUN

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

WHEREAS, Race for Literacy has requested use of city streets as indicated on Attachment A of this resolution, to conduct a 5K Run which raises funds for the organization; and

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

WHEREAS, Race for Literacy has agreed to execute the "Release, Hold Harmless and Indemnification Agreement" regarding the use of the City of Bloomington's property as described on Attachment A and has agreed to provide the city with a Certificate of Insurance.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be closed to vehicular traffic and parking to conduct the Race for Literacy 5K Run: East Covenanter Drive South Clarizz Blvd, Covenanter Drive, South Fenbrook Lane, South Baldwin Drive, South Christopher Drive, East Cameron Avenue, South Meadowbrook Drive, South Pleasant Ridge Road, East Buick Cadillac Blvd, East Auto Mall Road between the hours of 8:00 a.m. and 11:00 a.m. on Saturday, June 14, 2014. Attachment A of this Resolution indicates the street sections that may be utilized or are restricted in some way by this event.
2. That the street closures outlined above are for the purposes of allowing Race for Literacy to provide a fitness event of high quality that is mutually beneficial to participants and the community.
3. That Race for Literacy shall post "no parking" signs on parking spaces at least 24 hours in advance of the closing of the streets. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
4. That Race for Literacy shall be responsible for placement and removal of barricades. Race for Literacy is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. Race for Literacy agrees to obtain at its own expense and place barricades to close the street, not before 8:00 a.m. on Saturday, June 14, 2014 and to remove barricades by 11:00 a.m., on Saturday, June 14, 2014.
5. That Race for Literacy will be responsible for removing all trash, picking up litter from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 11:00 a.m. on Saturday, June 14, 2014.

RESOLUTION 2014-43

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

ADOPTED THIS ____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS:

RACE FOR LITERACY

Charlotte Zietlow, President

Signature

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Position

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, Race for Literacy, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically sections of city streets as described in Attachment A which are operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Race for Literacy 5K Run, on RELEASEE's property from 8:00 a.m. – 11:00 a.m. on Saturday, June 14, 2014; and

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

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

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

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

RELEASOR

RELEASEE

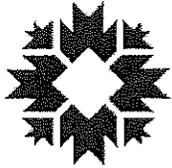
Race for Literacy

Board of Public Works Officer

Printed name, Title

Date

Date



SPECIAL PERMIT (PARADE)

City of Bloomington Police Department
220 East Third Street
Bloomington, Indiana 47401
812-349-3312

In accordance with Section 15.60.070 of the Bloomington Municipal Code I, as Police Chief for the City of Bloomington, hereby issue this Special Permit for Parade on the date and during the times so described, provided the below-listed reasonable conditions are maintained.

Event Information

Name of Event:	Race For Literacy		
Approved Route (General Description):	See Map		
Date of Event:	14-Jun-14	Time of Event:	8:00 AM
Calendar Day of Week:	Sat		11:00 PM
Description of Event:	5K Run/Walk to raise money for teachers warehouse		

Permitee Information

Name:	Pete Kinne		
Organization:	Race For Literacy	Title:	
Physical Address:	P.O. Box 5636 Bloomington, IN. 47407		
Email Address:	812-369-8302		

Reasonable Conditions

This permit is strictly conditioned upon compliance with the condition(s) herein listed & the attached route map:

1	Permit is pending Board of Public Works approval.
2	
3	
4	
5	
6	

Signature of Police Chief or Chief's designee:	
Date of Signature:	5/5/2014

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: RACE FOR LITERACY

P.O. Box 5636 Bloomington, IN 47407

Contact person and phone number: TETE KINNE 812/369-8302

Information regarding proposed parade:

Date: JUNE 14, 2014

Time of commencement: 8:AM - 11AM

Expected duration: 2 HRS START TO FINISH

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

SEE ATTACHED, starts + finishes at
Bloomington Hardware 2700 COVENANT DR

Expected number of participants: 100

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

5K RUN/WALK TO RAISE MONEY FOR
TEACHERS WAREHOUSE

Traffic control shall be supplied by MARIS CROUCH STINEVILLE POLICE
812 322-1965

At the following points on the parade route: _____

1 POLICE CAR LEADS, ONE FOLLOWS,
third directs traffic @ Clarizz + Covenant,
then moves to Clarizz @ LATIMER cut through
to LEAD TO END.

OPTIMIST CLUB VOLUNTEERS IN SAFETY VESTS
MAN circled ○ LOCATIONS. Also will a barricade

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

MARK CROUCH, STINESVILLE POLICE DEPT
MCROUCH6515@YAHOO.COM

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


Signature of Person requesting Permit

Permit Granted _____ Permit Denied _____


Chief of Police, Bloomington, Indiana

5/5/14
Date

Action taken by Police Department:

The permit is granted _____, with the following conditions:

- Pending Board of Public works approval

The permit is denied _____
For the following reasons:

5 K Run FOR LITERACY ROUTE

Bloomington Hardware parking lot. →

Covenant Dr E →

Clarizz Blvd S →

Covenant Dr E →

Fenbrook Lane E →

Baldwin Dr N →

BRIGHTON W →

Christopher N →

Cameron W →

Meadowbrook S →

Brownridge W →

Pleasant Ridge S →

Latimer (through) W →

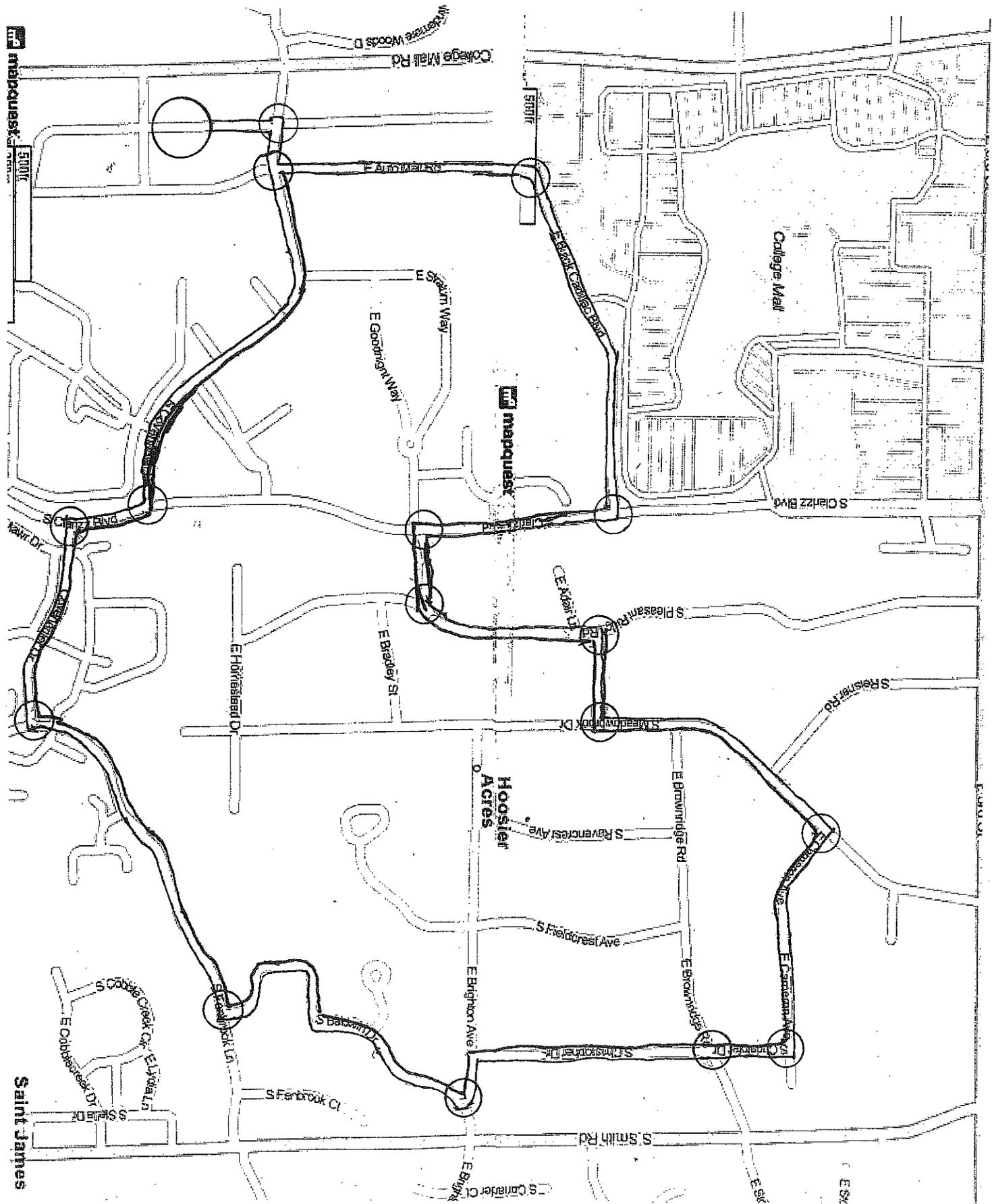
Clarizz N →

Buick Cadillac W →

Auto Mall Rd. S →

Covenant W →

Bloomington Hardware Parking Lot



mapquest

mapquest

Saint James

Hoosier Acres

College Mall



Board of Public Works Staff Report

Project/Event: Taste of Bloomington

Petitioner/Representative: Downtown Bloomington, Inc.

Staff Representative: Miah Michaelsen

Date: June 3, 2014

Report: Downtown Bloomington, Inc. has scheduled the Taste of Bloomington for Saturday, June 21, 2014. Streets closed or with limited access during set-up and the actual event include North Morton Street between West 7th and 10th Streets, West 8th Street between North College Avenue and North Morton Street and West 9th Street between North College Avenue and North Morton Street. The North Showers Lot and Showers Plaza will also be utilized.

Organizers are requesting a Noise Permit for the event.

Recommendation and Supporting Justification: Event organizers work very closely with our Facilities, Engineering and Parks Departments to make sure everything goes as smoothly as possible for our employees, neighbors and the Community Farmers' Market. The event is a fundraiser for Community Kitchen and Hoosier Hills Food Bank..

Recommend: Approval Denial by Miah Michaelsen

RESOLUTION 2014-44
TASTE OF BLOOMINGTON

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

WHEREAS, the City of Bloomington has committed itself to promoting and assisting businesses in Bloomington and to support Downtown Bloomington, Inc.; and

WHEREAS, the Taste of Bloomington, co-sponsored by the Bloomington Independent Restaurant Association and Downtown Bloomington, Inc., is desirous of using City property which includes Showers Common, Showers Plaza, the North Showers parking lot and North Morton Street between West 7th & 10th Streets, West 8th Street between North College Avenue and North Morton Street; and West 9th Street between North College Avenue and North Morton Street, to sponsor as a fundraiser for Community Kitchen and Hoosier Hills Food Bank and to promote and display various restaurants and their cuisines, a festival known as "The Taste of Bloomington", on Saturday, June 21, 2014 which is scheduled for 3:00 p.m. through 11:00 p.m.; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that North Morton Street will be closed between West 7th Street and West 10th Street beginning at 6:00 p.m. on Friday, June 20, 2014 until 12:00 p.m. on Sunday, June 22, 2014.
2. West 8th Street will be closed between North College Avenue and North Morton Street beginning at 7 a.m. on Friday, June 20, 2104 until 12:00 p.m. on Sunday, June 22, 2014. West 9th Street will be closed between North Morton Street and North College Avenue beginning at 6:00 p.m. on Friday, June 20, 2014, until 12:00 p.m. on Sunday, June 22, 2014.
3. The east-west alley between North Morton Street and the intersecting north-south alley behind the Justice Building will be closed to all but emergency access from Thursday, June 19, 2014 at 6 p.m. through 12:00 p.m. on Sunday, June 22, 2014.
4. Showers Common, Showers Plaza and the North Showers parking lot will be closed from Friday, June 20, 2014 at 6:00 p.m. until 12:00 p.m. on Sunday, June 22, 2014.
5. The Board of Public Works agrees that tents may be set up after 6:00 p.m. on Wednesday, June 18, 2014 in the parking spaces on North Morton Street between West 7th and West 8th

RESOLUTION 2014-44

Street. The general public may park under the tents until the street is closed at 6:00 p.m. on Friday, June 20, 2014.

6. That artists, performers, craftspersons and vendors who have not received explicit authorization from Taste of Bloomington, or their representatives or agents, to participate in the Taste of Bloomington shall not be permitted to utilize the closed off portions of the streets or sidewalks outlined above for the purposes of performing, displaying, producing or selling items or goods.
7. That Taste of Bloomington shall post "no parking" signs on parking meters at least 24 hours in advance of the closing of the streets. Temporary "No Parking" signs may be obtained from the City of Bloomington Department of Public Works and shall be affixed as instructed by City Staff.
8. That Taste of Bloomington shall be responsible for placement and removal of barricades. Taste of Bloomington is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. Taste of Bloomington agrees to obtain at its own expense and place barricades to close the streets, not before 6:00 p.m. on Friday, the 20th day of June, 2014 and to remove barricades by 12:00 p.m. on Sunday, June 22, 2014.
9. 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 "No Parking" signs posted as part of the event. Cleanup shall be completed by 12:00 p.m. on Sunday, June 22, 2014.
10. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
11. Taste of Bloomington 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).
12. Taste of Bloomington shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the Taste of Bloomington, a copy of which Taste of Bloomington agrees to submit to City of Bloomington staff at least thirty (30) days prior to the beginning of Taste of Bloomington;
13. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
14. That by approval of this Resolution, an officer of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

ADOPTED THIS __ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

AGREED TO THIS __ DAY OF _____, 2014.

Downtown Bloomington, Inc.

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, TASTE OF BLOOMINGTON, INC, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically portions of North Morton Street between West 7th Street and West 10th Street; West 8th Street between North College Avenue and North Morton Street; West 9th Street between North Morton Street and North College Avenue; Showers Common, Showers Plaza, and the North Showers parking lot and said facilities or public property is owned and is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Taste of Bloomington, on RELEASEE'S property with set up beginning at 6:00 p.m. on Friday, June 20, 2014, and with tear down and clean up ending on Sunday, June 22, 2014, by 12:00 p.m.; and

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

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

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

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

RELEASOR

RELEASEE

Taste of Bloomington, Inc.

Board of Public Works Office

Date

Date

To: Board of Public Works

Taste of Bloomington

Set Up Dates: Wednesday June 18 thru Sunday June 23, limited items thru Tuesday, June 24

Event Date: June 21, 2014

Hours of Actual Event: 3 pm – 11 pm

Event opened in 1982. This is the 32nd annual Taste of Bloomington.

Please add use of B-line Plaza from 1 PM – 12 Midnight on June 21

We request removal of sign east of 8th and Morton intersection if possible to park stage.

Wednesday, June 18

6 PM – 2 AM

Close Showers South Lot to set tents

On Morton Street – between 7th and 10th block parking spaces except in front of Bubs to set tents

6 PM - Sunday 8 AM - Close East/ West Alley between Morton and intersecting north-south alley behind Justice building

Thursday, June 19

7 AM – Block south side of North showers lot- Park the Parks Mobile Stage at 8 AM

6 PM - 2 AM Close Showers NORTH lot to set tents

(cars can park under tents in Showers South Lot – temporary handicap signs posted

Friday, June 20

8 AM Friday Parking Spaces thru Monday Noon (Dumpsters)

-9th Street between Morton and College. First three parking spaces for dumpster delivery

-8th Street west of Showers entrance first three parking spaces

- Morton Street north of 10th Street, 2 parking spaces for dumpsters

(N Morton Street between 7th and 10th open to thru traffic during Friday during the day until 10 PM
Tents over parking spaces, cars can park under tents on street and in parking lots.)

Afternoon – set tables and chairs on lawn and stack in spots around site, to not interfere with FM

10 PM Friday – Sunday Noon - Morton closed to thru traffic.

Fence installation around perimeter. Leave paths open.

Smallwood residents park at Morton Garage, Passes issued *for Friday(if necessary) and Saturday*

Set stacks tables and chairs at designated areas in afternoon.

Allow for Bubs Friday night dinner business on...keep parking spaces open in front of BUBS

8 AM Friday – Sunday Noon - Intersection of 8th and Morton closed to set stage. 8th street between Morton and College street closed and parking spaces blocked.

6 PM Friday – Sunday Noon - Close North Lot

Saturday , June 21

Security to allow for handicap parking and ingress egress of Farmers Market Vendors

12:30 PM Showers Lot closed thru Sunday 6 PM.

Saturday Noon - Saturday Midnight - 9th Street between Morton and College Avenue need all parking spaces blocked. Street closed to general traffic. Access allowed for SpringHill and Smallwood Retail. Block mid block. Taste will provide signage for two- way to access Springhill and Smallwood Retail. Taste will provide security guard to assist with questions. No access for Smallwood residential garage.

Saturday Noon – Midnight 5 parking spaces for Bike Valet on 7th Street

Saturday Noon – Midnight 4 parking spaces for Taxis on 7th Street

Sunday, June 22

All streets opened

Parking lots opened for parking. There will be miscellaneous items that need picked up from vendors who do not work on Sunday.

Tuesday, June 24

Any final detail clean-up

Emergency Action Plan: Taste of Bloomington

- I. Purpose**
- II. General procedures**
- III. Emergency Alarms**
- IV. Evacuation Sites**
- V. Procedure for Emergency Shutdown of Operations**
- VI. Conditions Warranting Shutdown of Operations**

I. Purpose

The purpose of the Emergency Action Plan is to protect all participants within the Taste of Bloomington event area from serious injury, property loss, or loss of life in the event of a major disaster. Potential major disasters include: tornado, thunderstorms, fire, earthquake, bomb threat, hazardous chemical spill or civil violence.

IF AN EMERGENCY EXISTS, CALL 911

II. General Procedures

In the event of a disaster or potential threatening weather, the warning may come from any one of the following sources: commercial radio or television announcements, civil defense warning sirens, bullhorn announcements, Security personnel or the Bloomington Police Department.

1. Notification of Emergency Warning

Any person receiving notification of a possible disaster should notify the Bloomington Police Department and Security personnel.

2. Emergency Control Committee

Ron Stanhouse, Talisha Coppock, Steve Swihart, the Head of Security and the ranking on-site BPD officer should report to the **Emergency Control Center** Office, located above Bub's Burgers, to assess the severity of the situation.

- a. Bloomington Police Dept. has ultimate control of any emergency.
- b. Continue the evacuation while in contact with Bloomington Police Dept., Security personnel.
- c. Assess conditions to continue evacuation

3. First Aid Services

- a. First Aid services will be located next to the Main (South) Entrance
- b. For additional first aid response, anyone may call 911

4. Phone Listings

- a. A listing of civic and Zone chairpersons cell telephone numbers shall be maintained in the Emergency Control Center and with each Zone chairperson.

III. Emergency Alarms

Area evacuation is denoted by an announcement from the Bloomington Police Dept. or civic warning sirens followed by stage announcements from Stage Zone persons.

IV. Evacuation Sites

A map of all evacuation sites shall be posted at all entrances and throughout the venue area. These sites will include:

- Parking garage at 7th and Morton St.
- Smallwood or Springhill underground parking garages
- Any available structurally secure building nearby.
- Take shelter in your automobile for thunderstorm warnings

V. Procedure for Emergency Shutdown of Operations

An emergency shutdown of operations will be ordered by the **Bloomington Police Department**.

VI. Conditions Warranting PERMANENT Shutdown of Operations

- Tornado
- Earthquake
- Fire
- Civil Disturbance
- Bomb Threat
- Hazardous Chemical Spill
- Any other condition deemed necessary by Bloomington Police Department

VII. Conditions Warranting TEMPORARY Shutdown of Operations

- Thunderstorm:** Operations may resume ½ hour following last proximal Thunder event
- Flooding:** When water levels effect electrical and other normal operations.



Board of Public Works Staff Report

Project/Event: Zombie Run

Petitioner/Representative: Indiana Memorial Union Board

Staff Representative: Miah

Meeting Date: June 3, 2014

Report: Indiana Memorial Union Board is sponsoring a Zombie Run 5K from 3:00 p.m. to 7:00 p.m. on Saturday, November 1, 2014.

The route includes the following streets: North Indiana Avenue, East 13th Street, North Fee Lane, East Law Lane, North Union Street, East 7th Street, Forrest Avenue, and East Kirkwood Avenue.

BPD has issued a Parade Permit pending approval by BPW.

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

RESOLUTION 2014-45
ZOMBIE RUN

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

WHEREAS, Indiana University Memorial Union Board has requested use of city streets as indicated on Attachment A of this resolution, to conduct a Zombie Run which raises funds for the organization; and

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

WHEREAS, Indiana University Memorial Union Board has agreed to execute the “Release, Hold Harmless and Indemnification Agreement” regarding the use of the City of Bloomington’s property as described on Attachment A and has agreed to provide the city with a Certificate of Insurance.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works agrees that all or a portion of the following City streets, North Indiana Avenue, East 13th Street, North Fee Lane, East Law Lane, North Union Street, East 7th Street, Forrest Avenue, and East Kirkwood Avenue may be utilized to conduct this run between the hours of 3:00 p.m. and 7:00 p.m. on Saturday, November 1, 2014. Attachment A of this Resolution indicates which street sections may be closed to vehicular traffic and parking to conduct this run.
2. That the street closures outlined above are for the purposes of allowing Indiana University Memorial Union Board to provide a fitness event of high quality that is mutually beneficial to participants and the community.
3. That Indiana University Memorial Union Board shall be responsible for placement and removal of barricades. Indiana Memorial Union Board is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. Indiana Memorial Union Board agrees to obtain at its own expense and place barricades to close the street, not before 3:00 p.m. on Saturday, November 1, 2014 and to remove barricades by 7:00 p.m., on Saturday, November 1, 2014.
4. That Indiana Memorial Union Board will be responsible for removing all trash, picking up litter from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by 7:00 p.m., on Saturday, November 1, 2014.

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

ADOPTED THIS ____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS:

INDIANA UNIVERSITY MEMORIAL UNION BOARD

Charlotte Zietlow, President

Signature

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Position

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, Indiana University Memorial Union Board, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically sections of city streets as described in Attachment A which are operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Zombie Run, on RELEASEE's property from 3:00 p.m. to 7:00 p.m. on Saturday, November 1, 2014; and

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

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

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

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

RELEASOR

RELEASEE

Indiana University Memorial Union Board

Board of Public Works Officer

Printed name, Title

Date

Date

City of Bloomington

PARADE PERMIT APPLICATION

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

Organization name and mailing address: Indiana Memorial Union (Board)
900 E 7th Street RM 270

Contact person and phone number: DeAnthony Nelson 317-702-7758

Information regarding proposed parade:

Date: November 1, 2014

Time of commencement: TBD 4:00 PM

Expected duration: 2 hours

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

Attached

Expected number of participants: 800

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

5K RUN - Zombie RUN/Walk - costumed

Traffic control shall be supplied by IUPD

At the following points on the parade route: TBD, mainly
intersections

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

IUPD

Confirmation received from Law Enforcement agency providing parade route traffic control: 04/11/2014 (date).

[Signature]
Signature of Person requesting Permit

Permit Granted

Permit Denied

[Signature]
Chief of Police, Bloomington, Indiana

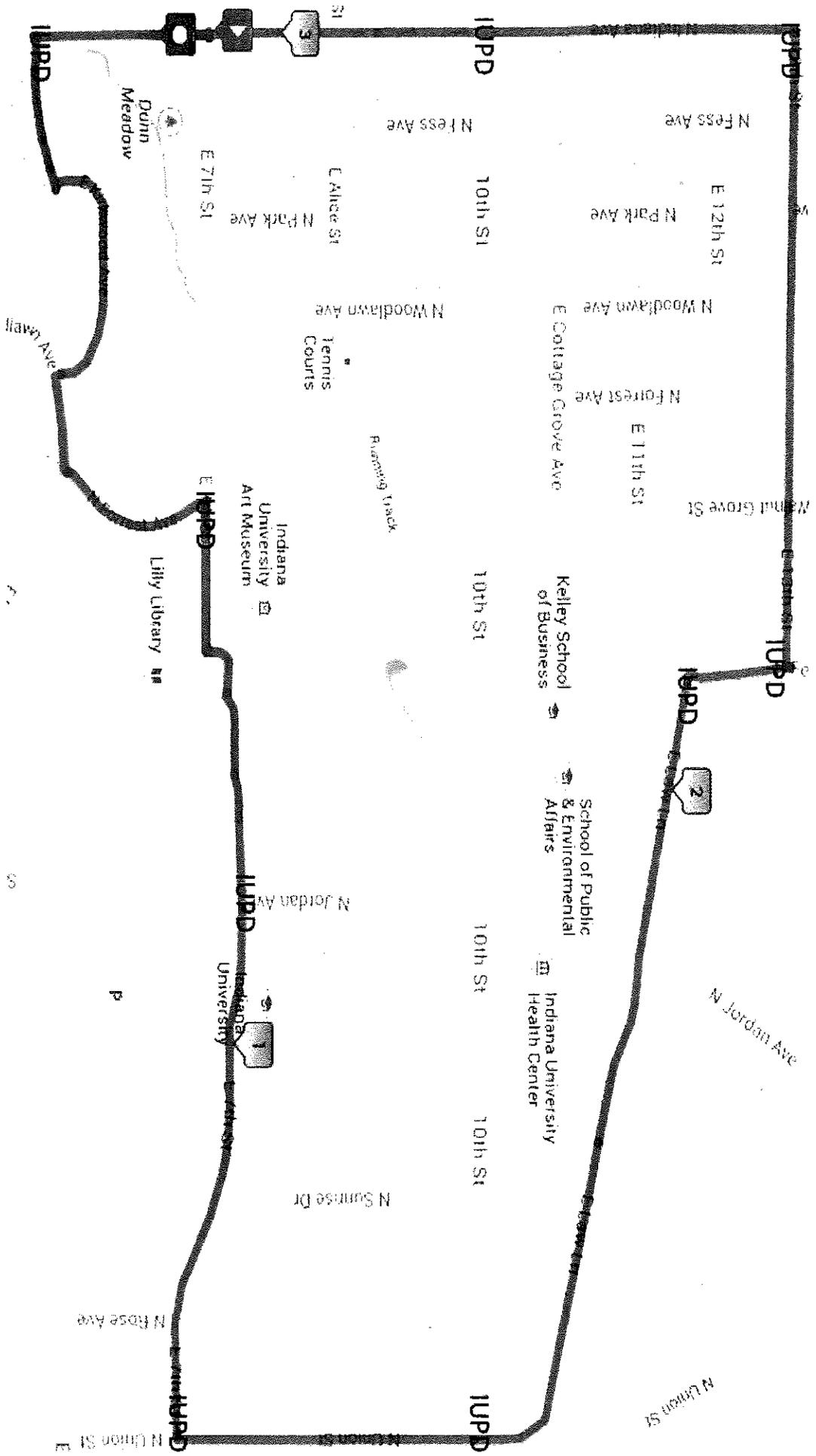
4/16/14
Date

Action taken by Police Department:

The permit is granted , with the following conditions:

- Pending Board of Public Works approval
- Pending Student Life & Learning approval

The permit is denied
For the following reasons:





Board of Public Works Staff Report

Project/Event: Ice Cream Promotion, Saturday, June 14, 2014

Petitioner/Representative: Local First Bloomington

Staff Representative: Miah

Meeting Date: June 3, 2014

Local First Bloomington wishes to reward local shoppers with free ice cream to promote buying locally. They will be giving away free ice cream from a tent located on the sidewalk at 236 N. Morton to anyone showing a receipt from a local business in the previous seven days. They will be doing the ice cream giveaway between 10:30 a.m. and 12:30 p.m. on Saturday, June 14, 2014. They will also use the event to promote other upcoming events, the benefits of shopping local, and the Local First Bloomington organization. They will ensure the sidewalk remains accessible to pedestrians during the promotion.

A Noise Permit is included as part of the request.

Recommend **Approval** **Denial by** Miah Michaelson

RESOLUTION 2014-46
LOCAL FIRST BLOOMINGTON ICE CREAM PROMOTION

WHEREAS, Local First Bloomington, a not-for-profit organization, is hosting a sidewalk ice cream giveaway event to promote local retail activity; and

WHEREAS, Local First Bloomington will be temporarily installing a tent and a display at 236 North Morton Street on Saturday, the 14th of June, 2014, to be operated between 10:30 a.m. and 12:30 p.m., as part of this ice cream giveaway and is requesting permission to place these items in the public right of way; 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

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

WHEREAS, Local First Bloomington, agrees to hold the City harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, and to provide the City with a certificate of insurance which names the City as an additional insured.

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works agrees to allow Local First Bloomington, hereinafter "Sponsor" to temporarily encroach with a tent and retail display at 236 North Morton Street under the following conditions:

1. Exact placement of the tent and display shall not block access to the sidewalk for pedestrians.
2. Sponsor agrees to maintain tent and display in a safe and attractive manner and understands that the City of Bloomington will not be responsible for any damages or vandalism to the stands.
3. If at any time it is determined that the tent and display become unsafe or a nuisance to the general public, then the Sponsor will remove said display upon notification by City, without compensation by City.
4. The retail displays may encroach between 10:30 a.m. and 12:30 p.m. on Saturday, June 14, 2014.
5. Local First will be responsible for removing all trash that is a result of the event, to pick up litter and to clean any food products from the pavement and sidewalks after the event. Cleanup shall be completed by 12:30 p.m. on Saturday, June 14, 2014.

RESOLUTION 2014-46

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.

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

BOARD OF PUBLIC WORKS:

Local First Bloomington

Charlotte Zietlow, President

Signature

James McNamara

Printed Name

Dr. Frank N. Hrisomalos

Position

Date: _____

Date: _____

**RELEASE, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the undersigned, the Local First Bloomington, hereinafter referred to as “Releasor,” is sponsoring an Ice Cream Promotion to promote local retail activity.

WHEREAS, in connection with the displays, the Releasor seeks to use the public property of the City of Bloomington, hereinafter referred to as “Releasee”, on Saturday, June 14, 2014, from 10:30 a.m. to 12:30 p.m., specifically, right of way on the City sidewalks located at 236 North Morton Street; and

WHEREAS, the Releasor seeks permission from the Releasee to use the described property and agrees to execute this Release, Hold Harmless and Indemnification Agreement; and

NOW THEREFORE, in consideration of permission from the Releasee for use of the described property, the Releasor hereby agrees to release, hold harmless and indemnify the Releasee, its officers, employees, agents and assigns from any and all claims, causes of action, suits, proceedings or demand which may arise as a result of Releasor’s use of the described property. This includes, but is not limited to, claims for personal injury, property damage, and/or breach of contract, whether brought by the Releasor, its employees or agents, or any third party.

Releasor expressly agrees that the foregoing Release, Hold Harmless and Indemnification Agreement is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Agreement with full knowledge of its significance and with the intent to be bound by it.

RELEASOR

**CITY OF BLOOMINGTON BOARD OF
PUBLIC WORKS**

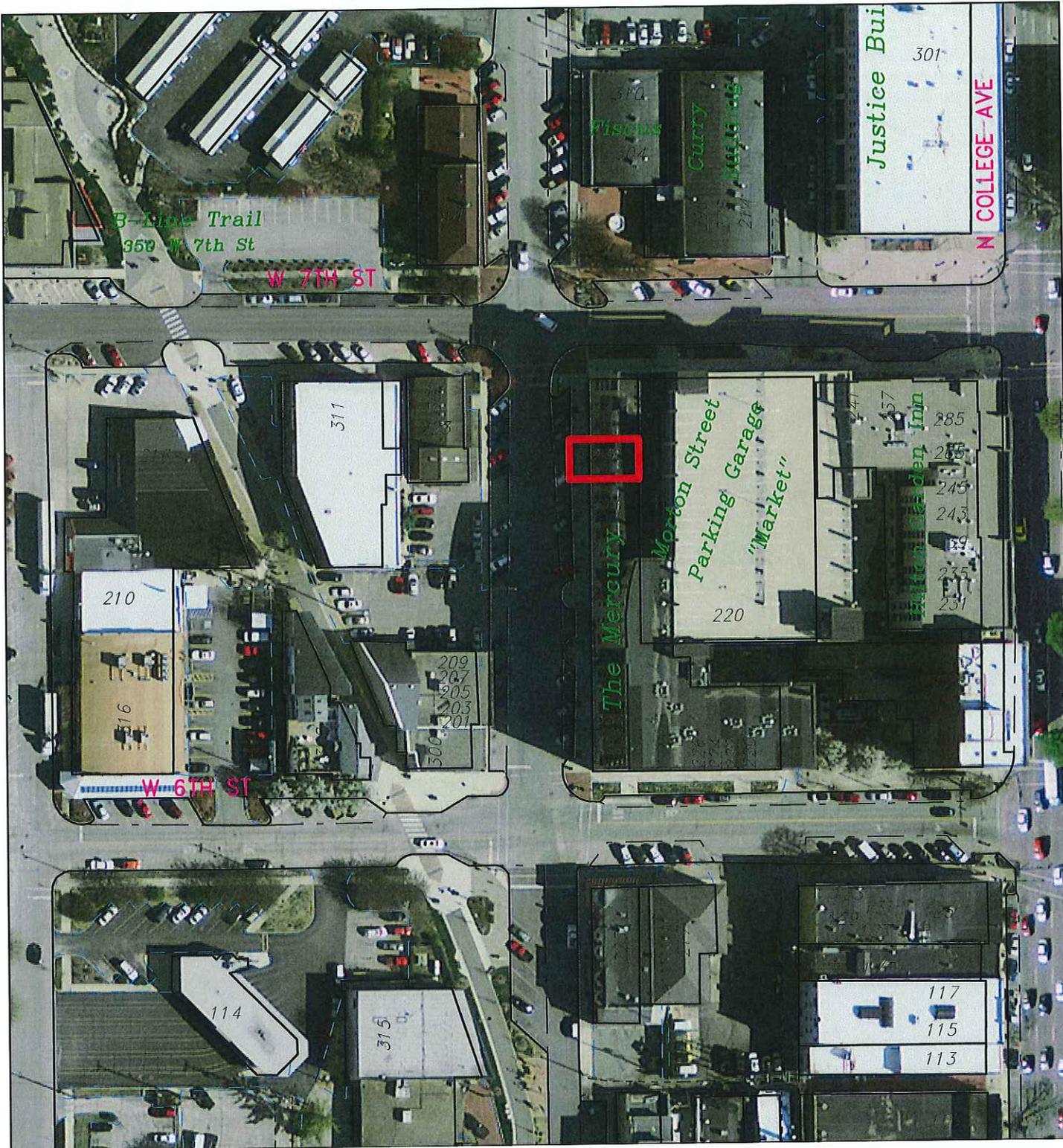
Local First Bloomington

Board of Public Works Officer

Date

Date

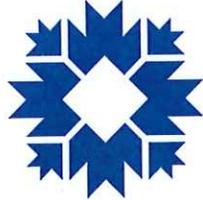
RESOLUTION 2014-46



By: smithc
30 May 14



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Itinerant Merchant in right of way
Petitioner/Representative: Samuel Sveen – Uel Zing Coffee Cart
Staff Representative: Jason Carnes
Meeting Date: June 3, 2014

Samuel Sveen has applied to renew his current Itinerant Merchant Permit. 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 cart serving various coffee drinks

This application is for one year.

Staff is supportive of the request.

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

RESOLUTION 2014-47
Itinerant Merchant Food Vendor in Public Right of Way
Samuel Sveen – Uel Works, LLC

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

WHEREAS, Samuel Sveen (“Vendor”) is desirous of using public on-street parking and sidewalks within the City of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for one year beginning on the day that License is issued by the City, June _____, 2014 thru June _____, 2015.

The following conditions attach to this approval:

1. Vendor agrees to maintain a clear five-foot path for pedestrians at all times.
2. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
3. Vendor will have obtained a valid Itinerant Merchant license issued by the City of Bloomington Controller’s Office prior to operation on City property.
4. Vendor shall not conduct business on the same side of the street and within fifty (50) feet of a primary entry way into a ground level retail establishment which offers the same types of goods, wares, services, foods, or products.
5. Vendor shall honor parking restrictions as posted for any parking spot that they may utilize, but may not park in a street median strip or an alleyway.
6. Vendor shall locate his business a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, building entrance or walk-up window.
7. Vendor shall locate his business a reasonable distance from another mobile kitchen, food cart or food stand.
8. Vendor shall not locate his business in front of the primary entrance to a retail business, office building or church.
9. Vendor shall not locate his business on the following portions of the B-Line Trail:
 - a) From the north side of Country Club Road to the south side of Dodds Street;
 - b) From the north side of 2nd Street to the south side of 3rd Street; and
 - c) From the north side of 4th Street to the south side of 6th Street.
10. Vendor shall not locate his business within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
 - a) City of Bloomington Farmers’ Market;
 - b) City of Bloomington Holiday Market;
 - c) The Taste of Bloomington;

RESOLUTION 2014-47

- d) Lotus World Music and Arts Festival;
 - e) The Fourth Street Festival;
 - f) Arts Fair on the Square;
 - g) Strawberry Festival;
 - h) Canopy of Lights;
 - i) Fourth of July Parade; and
 - j) Any other special events approved by the City Controller.
11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
 12. Vendor shall not locate his business in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
 13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

This approval may be renewed by the Director of Public Works no more than once a year provided Vendor has complied with all conditions of this approval; complied with all applicable laws, ordinances, rules and regulations; and the City has received no valid complaints regarding Vendor's activities associated with this approval.

ADOPTED THIS _____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

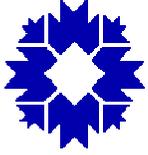
James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2014-47 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Samuel Sveen

Date: _____



MARK KRUZAN
MAYOR
CITY OF BLOOMINGTON
401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p 812.349.3418
f 812.349.3520

Greetings from the City of Bloomington!

The Department of Economic and Sustainable Development welcomes your business into the Bloomington community. Our office would like to assist you in operating a successful business and complying with applicable laws and statutes.

This information packet will help you understand the process for obtaining a Mobile Food Vendor's License and the Itinerant Merchant, Solicitor, or Peddler's License. The full application can be seen below, along with important Festival and Itinerant Merchant Contact Information and relevant Bloomington Municipal Code.

Food vendors within the City of Bloomington must first obtain Mobile Food Vendor's License from the Monroe County Health Department. For more information, contact the Health Department at 812-349-2896, or visit [<http://www.co.monroe.in.us>].

Once these documents are secured, please contact the Department of Economic and Sustainable Development at 812-349-3418 for assistance in obtaining an approval for use of public right of way from the Department of Public Works.

Other itinerant merchants, solicitors, or peddlers seeking to operate within the City of Bloomington should also contact us for assistance in securing the license or for more information.

The City of Bloomington
Department of Economic and Sustainable Development



Itinerant Merchant, Solicitor and Peddler License Application Checklist

City of Bloomington
Department of Economic and Sustainable Development
 401 N. Morton St.
 Bloomington, Indiana 47404
 812-349-3418

License Length and Fee Information

Valid License:	<input type="checkbox"/>					
Length of License:	24 hours	72 hours	1 Calendar Week	30 Days	6 Months	1 Year
License Fee:	\$15	\$40	\$75	\$125	\$175	\$240

Applicant Information

Name:			
Title:		Date of Birth:	
Physical Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

Corporate Contact Information

Name of Employer:					
Physical Address of Employer:					
City, State, Zip:					
Phone Number of Employer:					
Employer is a:	<input type="checkbox"/> Firm	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor

Description of product or service to be sold and any equipment to be used (You may attach additional information as needed):

If applicable, a description of Motor Vehicle or Mobile Trailer to be used:

License Plate Number: _____ Vehicle Identification Number (VIN): _____

Please attach two (2) pictures of the vehicle and trailer.

You Must Obtain the Following:

<input type="checkbox"/>	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
<input type="checkbox"/>	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.

You May Need To Obtain and Provide the Following (Staff will advise):

<input type="checkbox"/>	If you will be using, handling, selling or distributing food, you must submit a copy of the Monroe County Health Department permit <u>and</u> a Certified Food Handler Certificate.
<input type="checkbox"/>	If you will conduct business in the City of Bloomington public right-of-way, you need to obtain a letter of approval from the Board of Public Works.
<input type="checkbox"/>	If you will conduct business in or on property owned and/or managed by the City of Bloomington Parks and Recreation Department, you need to obtain a letter of approval from the Parks Department.
<input type="checkbox"/>	If your product or service will produce any type of spark, flame or fire in the course of your business, you need to submit a copy of a Permit for Open Burning issued by the City of Bloomington Fire Department.

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 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.

Name (printed):	
Signature:	
Date Release Signed:	

Festival General Contact Information

<u>Event</u>	<u>Dates</u>	<u>Contact Person</u>	<u>Phone Number</u>
Bloomington Farmers' Market	Every Saturday, April – November	Marcia Veldman, Market Coordinator	(812) 349-3700
Strawberry Festival	Mid-May	Christina Hurlow, Boys & Girls Club	812-287-8771
Taste of Bloomington	Mid-June	Talisha Coppock, Co-Director	(812) 336-3681
Arts Fair on the Square	Mid-August	Lee Burckes, Event Manager	(812) 334-1188
4th of July Parade	July 4th	Becky Barrick	(812) 349-3700
4th Street Festival	Early September	4th Street Committee	(812) 335-3814
Lotus World Music and Arts Festival	Late September	Lotus Office	(812) 336-3959
Bloomington Holiday Market	Final Farmers' Market	Marcia Veldman, Market Coordinator	(812) 349-3700
Canopy of Lights	Friday after Thanksgiving	Talisha Coppock	(812) 336-3681

Itinerant Merchant Contact Information

<u>Permit Issuer</u>	<u>Location</u>	<u>Contact Person</u>	<u>Phone Number</u>
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Bloomington Board of Public Works (Conducting Business in Public Right-of-Way)	401 N. Morton St. Suite 130 Bloomington, IN	Miah Michaelson, Economic & Sustainable Development	(812) 349-3534
Bloomington Parks and Recreation Department (Conducting Business on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Judy Seigle, Office Manager	(812) 349-3700
Bloomington Fire Department (Conducting Business that will produce any type of spark/fire hazard)	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763



CERTIFICATE OF LIABILITY INSURANCE

SVEES-1

OP ID: AE

DATE (MM/DD/YYYY)

05/13/2014

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

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

PRODUCER ISU Ins Svcs-The May Agency 1327 N. Walnut St. PO Box 1669 Bloomington, IN 47402 Robert Scott McCoy	CONTACT NAME: Scott McCoy PHONE (A/C, No, Ext): 812-353-6493 E-MAIL ADDRESS: smccoy@mayagency.com	FAX (A/C, No): 812-332-3646
	INSURER(S) AFFORDING COVERAGE INSURER A : Indiana Insurance Companies INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED UEL Works LLC Samuel Sveen 924 W Kirkwood Ave Bloomington, IN 47401		

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

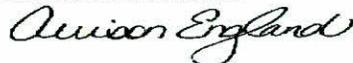
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		BLS55546667	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 300,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 300,000
							GENERAL AGGREGATE \$ 600,000
							PRODUCTS - COMP/OP AGG \$ 600,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Bloomington is listed as Additional Insured on General Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

CITYBL2 City of Bloomington 401 N. Morton Street, Ste. 130 PO Box 100 Bloomington, IN 47402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

UEL ZING COFFEE CART
, IN

MOBILE

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 Establishment at the above location for the calendar year.

ed JAN 23 2014
Thomas W. Maynard

2014

Expires 1/31/15

This License Is Not Transferable to Another Individual or Location



COLD
BREW

COFFEE

COFFEE



Board of Public Works Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Jeff Carson – Carson’s BBQ & Catering, LLC

Staff Representative: Jason Carnes

Meeting Date: June 3, 2014

Jeff Carson has applied to an Itinerant Merchant Permit. 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 2 food trailers serving BBQ

This application is for one year.

Staff is supportive of the request.

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

RESOLUTION 2014-48
Itinerant Merchant Food Vendor in Public Right of Way
Jeff Carson – Carson’s BBQ & Catering, LLC

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

WHEREAS, Jeff Carson (“Vendor”) is desirous of using public on-street parking and sidewalks within the City of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for one year beginning on the day that License is issued by the City, June _____, 2014 thru June _____, 2015.

The following conditions attach to this approval:

1. Vendor agrees to maintain a clear five-foot path for pedestrians at all times.
2. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
3. Vendor will have obtained a valid Itinerant Merchant license issued by the City of Bloomington Controller’s Office prior to operation on City property.
4. Vendor shall not conduct business on the same side of the street and within fifty (50) feet of a primary entry way into a ground level retail establishment which offers the same types of goods, wares, services, foods, or products.
5. Vendor shall honor parking restrictions as posted for any parking spot that they may utilize, but may not park in a street median strip or an alleyway.
6. Vendor shall locate his business a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, building entrance or walk-up window.
7. Vendor shall locate his business a reasonable distance from another mobile kitchen, food cart or food stand.
8. Vendor shall not locate his business in front of the primary entrance to a retail business, office building or church.
9. Vendor shall not locate his business on the following portions of the B-Line Trail:
 - a) From the north side of Country Club Road to the south side of Dodds Street;
 - b) From the north side of 2nd Street to the south side of 3rd Street; and
 - c) From the north side of 4th Street to the south side of 6th Street.
10. Vendor shall not locate his business within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
 - a) City of Bloomington Farmers’ Market;
 - b) City of Bloomington Holiday Market;
 - c) The Taste of Bloomington;

RESOLUTION 2014-48

- d) Lotus World Music and Arts Festival;
 - e) The Fourth Street Festival;
 - f) Arts Fair on the Square;
 - g) Strawberry Festival;
 - h) Canopy of Lights;
 - i) Fourth of July Parade; and
 - j) Any other special events approved by the City Controller.
11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
 12. Vendor shall not locate his business in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
 13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

This approval may be renewed by the Director of Public Works no more than once a year provided Vendor has complied with all conditions of this approval; complied with all applicable laws, ordinances, rules and regulations; and the City has received no valid complaints regarding Vendor's activities associated with this approval.

ADOPTED THIS _____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara

Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2014-48 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Jeff Carson

Date: _____

You Must Obtain the Following:

<input type="checkbox"/>	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
<input checked="" type="checkbox"/>	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.

You May Need To Obtain and Provide the Following (Staff will advise):

<input type="checkbox"/>	If you will be using, handling, selling or distributing food, you must submit a copy of the Monroe County Health Department permit <u>and</u> a Certified Food Handler Certificate.
<input type="checkbox"/>	If you will conduct business in the City of Bloomington public right-of-way, you need to obtain a letter of approval from the Board of Public Works.
<input type="checkbox"/>	If you will conduct business in or on property owned and/or managed by the City of Bloomington Parks and Recreation Department, you need to obtain a letter of approval from the Parks Department.
<input type="checkbox"/>	If your product or service will produce any type of spark, flame or fire in the course of your business, you need to submit a copy of a Permit for Open Burning issued by the City of Bloomington Fire Department.

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 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.

Name (printed):	Jeff E Carson
Signature:	<i>Jeff E Carson</i>
Date Release Signed:	5-7-2014

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2014

PRODUCER (812) 300-0414
EZ INSURANCE
4667 W Richland Plaza

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Bloomington IN 47404-

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
JEFF CARSON BBQ
8621 N MT TABOR RD

INSURER A: SCOTTSDALE
INSURER B:
INSURER C:
INSURER D:
INSURER E:

ELLETTSVILLE IN 47429-

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	152	06/19/2013	06/19/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR		/ /	/ /	MED EXP (Any one person) \$ 5,000
			/ /	/ /	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO		/ /	/ /	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		/ /	/ /	
	<input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	
	GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO		/ /	/ /	OTHER THAN EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		/ /	/ /	AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE		/ /	/ /	\$
	<input type="checkbox"/> RETENTION \$		/ /	/ /	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	E.L. EACH ACCIDENT \$
	OTHER		/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$
			/ /	/ /	E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

() - () -

CITY OF BLOOMINGTON

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

CARSON'S BBQ
5510 W. STATE ROAD 46
BLOOMINGTON, IN 47404

MOBILE

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 MAY 02 2014

By *Thomas W Sharpe*

2014

Expires 01/31/15

This License Is Not Transferable to Another Individual or Location

Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

CARSON'S BBQ
5510 W. STATE ROAD 46
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MOBILE

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 MAY 02 2014

By *Thomas W Sharpe*

2014

Expires 1/31/15

This License Is Not Transferable to Another Individual or Location





Board of Public Works Staff Report

Project/Event: Resolution to Declare Surplus Property and Authorize Auction

Petitioner/Representative: City Departments

Staff Representative: Christina Smith

Meeting Date: June 3, 2014

Our Fleet Maintenance Division has compiled a list of various vehicles, equipment and miscellaneous items that are no longer in use by City Departments. The auction is scheduled for 10:00 a.m., Saturday, July 19th at the Frank Southern Ice Arena.

We are asking the Board to declare these items “surplus property” and authorize them to be sold at a public auction.

Recommend **Approval** **Denial by** Christina Smith

RESOLUTION 2014-49
CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS
SURPLUS PROPERTY

WHEREAS, in accordance with the provisions of Indiana Code § 5-22-22, the City of Bloomington Board of Public Works, as authorized purchasing agent for the City of Bloomington, may determine that personal property that is no longer needed or is unfit for the purpose for which it was intended may be declared surplus; and,

WHEREAS, the City of Bloomington owns various vehicles and equipment which is no longer used for various reasons such as cost to repair, being outdated, or parts of things that we no longer have, or items have been replaced with more energy efficient versions; and

WHEREAS, pursuant to Indiana Code § 5-22-22-5, a purchasing agency may sell surplus personal property by public auction; and,

WHEREAS, the City of Bloomington Board of Public Works wishes to sell the property in accordance with the procedures set forth in Indiana Code § 5-22-22;

BE IT RESOLVED, that the City of Bloomington Board of Public Works hereby finds that the vehicles and equipment attached to this resolution as “Attachment A” is hereby deemed surplus, and further authorizes staff to conduct a public auction to sale of such vehicles and equipment.

ALL OF WHICH IS RESOLVED this 3rd day of June 2014.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS:

Charlotte Zietlow, President

James McNamara, Vice President

Dr. Frank N. Hrisomalos, Secretary

VEH	MANUFACTURER	MODEL	YR	SERIAL #
508	Ford	TAURUS SE	2003	1FAFP53273A262859
605	Chevrolet	1 1/2 TON UTILITY TRUCK WITH UNDERDECK COMPRESSOR	2001	3GDKC34F91M113553
614	GMC	1 1/2 TON UTILITY TRUCK WITH UNDERDECK COMPRESSOR	2001	3GDKC34F71M113549
625	GMC	2 TON TANDEM AXLE DUMP TRUCK	1997	1GDT7H4J8VJ519479
626	GMC	1 1/2 TON TRUCK WITH UTILITY BODY & UNDERDECK COMPRESSOR & TOMMY LIFT	2001	3GDKC34FX1M100102
637	GMC	1 1/2 TON TRUCK WITH UTILITY BODY & UNDERDECK COMPRESSOR	2001	3GDKC34F11M100103
638	Chevrolet	S10 SUB COMPACT EXT CAB 4WD TRUCK	2000	1GCDT19W0Y8160088
641	Chevrolet	2 TON DUMP TRUCK	1993	1GBM7H1J8PJ107938
664	Case	BACKHOE	1992	JAB0022632
693	GMC	3/4 TON EXT CAB 4WD TRUCK	1996	1GTGK29R1TE537943
696	Chevrolet	3/4 TON EXTENDED CAB 4WD TRUCK	1997	1GCGK29RXVE251253
697	Chevrolet	4WD 1 TON UTILITY TRUCK WITH CRANE	2000	1GBJK34R1YF433638
702	Chevrolet	S10 SUB COMPACT EXT CAB 4WD LS	2003	1GCDT19X638254946
714	Ford	2 TON DUMP TRUCK	1992	1FDPK74P6MVA37020
776	Chevrolet	ASTRO MINIVAN (DK BLUE)	1998	1GNEL19WOWB181177
777	Ingersoll Rand	PORTABLE AIR COMPRESSOR	1998	133972-U83-904
781	Clark	FORKLIFT	1998	ECG358-0320-6754
783	Chevrolet	1/2 TON EXT CAB 4WD TRUCK	2000	1GCEK19V3YZ172129
646	John Deere	430	1991	M00430X101181
	Dodge	MINI VAN MODIFIED TO TRANSPORT A WHEEL CHAIR	1998	
117	Ford	E350 VAN	1992	1FDJS34M6NHA50418
937	Chevrolet	T6500 Sanitation Truck	2004	1GBJ6F1384F518184
469	Ferguson	Roller	1991	3681

Animal Shelter

- 8 - 2.5'x2.5' Stainless steel kennels (not stand alone)
- 1 - Sage Systems Electric Power-washer
- 1 - Kawasaki portable generator
- 1 - Older model corded power drill
- 4 - 3 way indoor/outdoor speakers
- 1 - Roll of tar paper
- 1 - Stainless Steel kitchen sink
- 1 - beaver trap
- 1 - roll of barb wire (unknown length)

Public Works Facilities

- 4-4 drawer metal filing cabinets (2 letter, 2 legal)
- 13- desk chairs on wheels (various condition)
- 2- Life fitness tread mills
- 1-Life fitness stationary bike
- 1-life fitness stir stepper
- 1-Life fitness rowing machine
- 1-Canon Image Runner 3305 copier
- 1-Ikon NP6230 copier
- 1-20" Sony Trinitron color TV (tube type not flat screen)
- 1-21" Samsung color TV (tube type not flat screen)
- 3-folding paper towel dispensers (stainless steel)
- 2-toilet paper dispensers (stainless steel)
- 14- window air conditioners various BTU 7-220 volt and 7 120 volt
- 2-4 shelf Hon bookcases 36X58X13
- 2-wood coat racks
- 12-2'X2' drop in grid lights
- 6-2'X4' drop in grid lights

CAFR

printer cart

P&R Twin lakes

- 2 - Metal File Cabinets
- 3 - Rolling Office Chairs
- 2 - Magazine Racks
- 1 - Metal Floor Mount TV Stand
- 1 - Electronic Sign Board
- 2 - 48" Round Wood Tables (folding legs)
- 5 - 60" Round Wood Tables (folding legs)
- 2 - Conference Style Chairs with arms (green cloth)

- 2 – Metal Tampon Machines (coin operated)
- 1 – Computer Table/Desk (wood)
- 1 – 4 Shelf Metal Wire Rolling Cart
- 1 – 3 Shelf Metal Wire Rolling Cart
- 1 – 3' x 6' Aluminum Enclosed Glass Door Bulletin/Display Board
- 1 – 2' x 6' Plywood Storage Box
- 1 - Nacho Chips Warmer
- 1 - Hot Dog Rotisserie Warmer
- 1 - Popcorn Machine
- 1 - Shure 5 Channel Stereo Mixer
- 1 - JVC DVD Player
- 1 - JVC Dual Cassette Player
- 1 - Kenwood Audio Receiver
- 1 - Jamo Speaker Selector
- 1 - Kenwood Multiple CD Player
- 2 - Olevia 27" flat screen TV's
- 2 – Segways
- 1 – GE Microwave Oven
- 1 – Wells Two Burner - counter top hot plate
- 1- Premier: 4 burner Electric Kitchen Range
- 31 – Cloth Cushioned Stackable Chairs (red)

P&R Operations

(85) stackable banquet chairs

TRANSIT

StartAll Model 716 jumper unit. (1 of these)

Utilities

- Sharp fax machine
- 2" Titan Trash pump
- 2" Wacker Trash pump
- Wacker Soil Packer
- 4" Wacker Trash pump
- 2) Military Generators
- 6x4 Trailer
- 2) Shelter Heaters
- GE Refrigerator
- 9) Carts
- Metal Shelf
- Metal Cabinet
- 6"x6" Speaker
- 2) Toshiba Cordless Handsets

Heavy Duty Stapler
Floppy Disc Storage Box
White Baby Scale
Typewriter
DO Probe Meter Case
Waterproof Handheld PH Meter
DO Meter
Respirator Masks
Replacement Oxygen
Chlorine Test Kit
Keyboard Tray off Desktop table
Riding Mower Parts
MTM Steam Jenny
Misc Box Belts
Misc box Air Filters, Oil Filters for EQ
Plastic chemical storage tank 250-300 gallons
Misc Wallace Tiernar Parts V100 V75 Chlorinator
Van Mar Cub Cadet Tiller
Light Fixtures
Misc Binders
Misc Desk Dividers

Fleet

Misc. vehicle parts,
(1) two post 7,000 lb hoist,
Used sweeper brooms,
(1) R12 Charging station,
(1) R12 Recycle Machine,
(1) R134A A/C machine
Used truck tires with wheels,
(2) used oil drain carts,
Floor jack.
Small Copy Machine and cart

Sanitation

Small Salt Spreader

Controller

20 Artificial Plants ranging from 3ft to 6 ft in height

Street

Bobcat Implements - Broom, trencher, backhoe attachments

Toro snow blower
Western Salt Box (Electric)
Warren Stainless steel slide in box
Old Enclosed trailer 5 x 8
6 x 10 flatbed trailer (bent tongue)
Titan High Performance Generator 7500W
Old forklift
Wooden desk



Board of Public Works Staff Report

Project/Event: Clifton Avenue Neighborhood Block Party

Petitioner/Representative: Neighborhood

Staff Representative: Christina Smith

Event Date: June 3, 2014

Meeting Date: June 14, 2014

The Clifton Avenue Neighborhood wishes to close South Clifton Drive from East 1st Street to East 2nd Street for Neighborhood Block Party on Saturday, June 14th. The street will be closed to vehicular traffic from 4:00 to 7:00 p.m. A noise ordinance waiver is part of resolution so that amplified music may be played during the event.

This event will be family orientated, serve as a gathering place as well as welcome new residents to the neighborhood.

Staff is supportive of request.

Recommend **Approval by:** Christina Smith

RESOLUTION 2014-50
Clifton Avenue Neighborhood Block Party

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

WHEREAS, Clifton Avenue Neighborhood (“Neighborhood”) is desirous of using South Clifton Avenue for a neighborhood block party; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

1) That the City of Bloomington Board of Public Works declares that the South Clifton Avenue between East 1st Street and East 2nd Street shall be temporarily closed to motor vehicle traffic and parking from 4:00 to 7:00 p.m. on Saturday, June 14, 2014 for the purpose of staging a neighborhood party.

2) That by granting approval for this event, the Board of Public Works, waives the City Noise Ordinance until 7:00 p.m. so music may be enjoyed during the event.

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

A. The Neighborhood agrees to be responsible for posting “no parking” signs at least 24 hours in advance of the street closing. Temporary “no parking” signs may be obtained from the City of Bloomington Department of Public Works. The Neighborhood shall be responsible for placement and removal of barricades. The Neighborhood is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades. The Neighborhood agrees to place barricades to close the street, not before 4:00 p.m., and to remove barricades by 7:00 p.m., Saturday, June 14, 2014.

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

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

D. The neighbors agree to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trashcans. Clean-up after the event shall be completed by 7:00 p.m. on the day of the event.

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

ADOPTED THIS _____ DAY OF _____, 2014.

BOARD OF PUBLIC WORKS

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

Charlotte Zietlow, President

Signature

James McNamara

Printed Name
For Clifton Avenue Neighborhood

Dr. Frank N. Hrisomalos

Date:

**RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT**

WHEREAS, the Neighborhood (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically South Clifton Avenue between East 1st Street and East 2nd Street, which is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring a block party on RELEASOR'S property with set up beginning at 4:00 p.m. and teardown ending by 7:00 p.m. on Saturday, June 14, 2014; and

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

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

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

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

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

RELEASOR

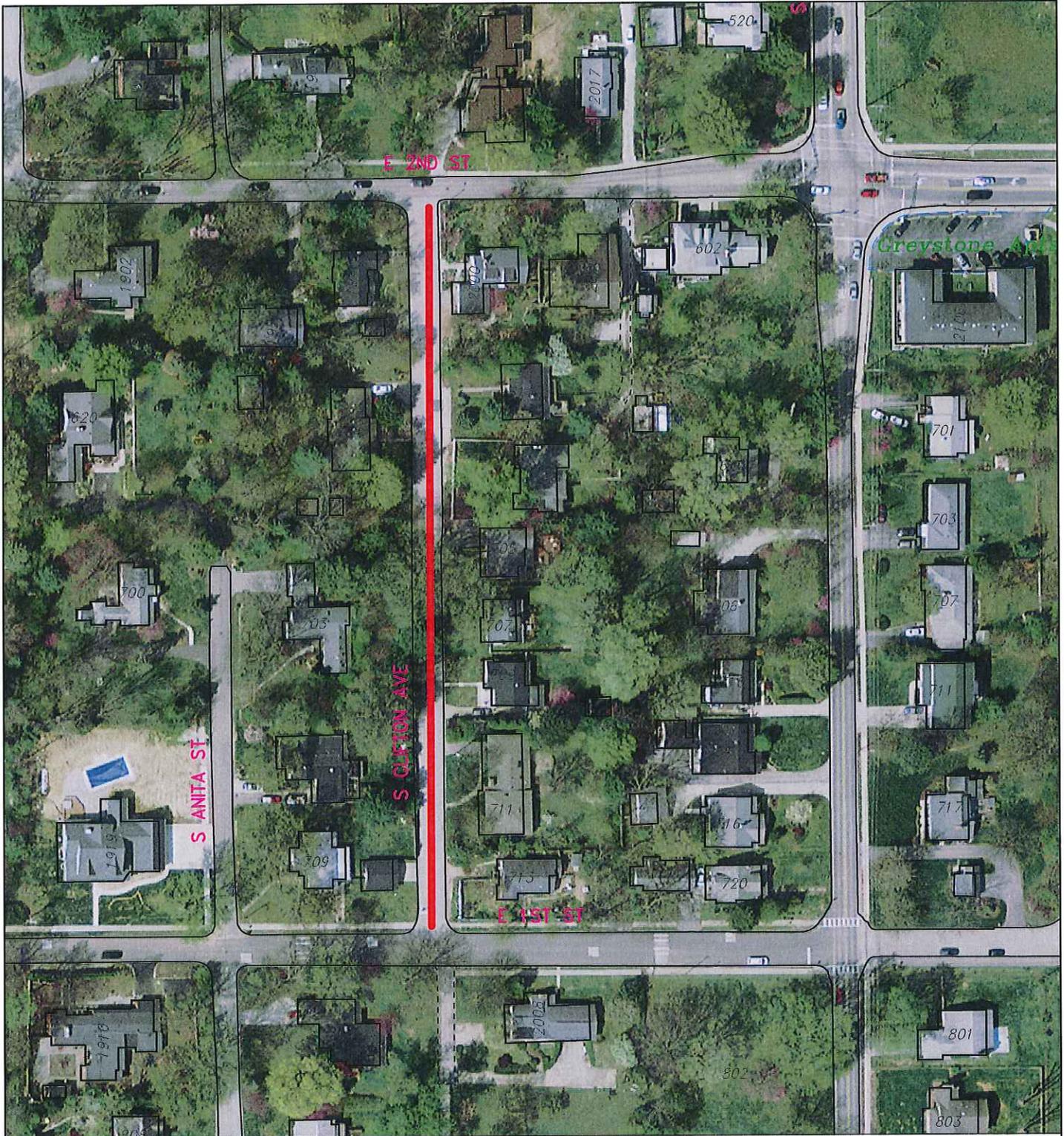
CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

Clifton Neighborhood
Member

Board of Public Works Officer

Date

Date



Eastside Neighborhood Block Party

By: smithc
30 May 14



City of Bloomington
Public Works



Scale: 1" = 120'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: West 6th Street Tree Mitigation
Petitioner/Representative: City of Bloomington Engineering
Staff Representative: Roy Aten
Date: 06/03/2014

Report: This is a small maintenance project located on the northern sidewalk of the 100 block of West 6th Street (Courthouse Square). The project will replace three street trees and install tree grates in three locations. At two other locations the tree plot area will be expanded to allow for more water to reach the existing trees. The project is scheduled to begin in early June with a proposed completion date of June 19th.

Recommendation and Supporting Justification: Quotes were solicited by posting the project on-line at the City of Bloomington Engineering website. Quotes will be opened at a public meeting held at Noon on June 3rd, 2014 in the McCloskey Room. The City will review the quotes and City Engineering will have a recommendation during the June 3rd BPW meeting.

Recommend Pending Denial by

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

CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT

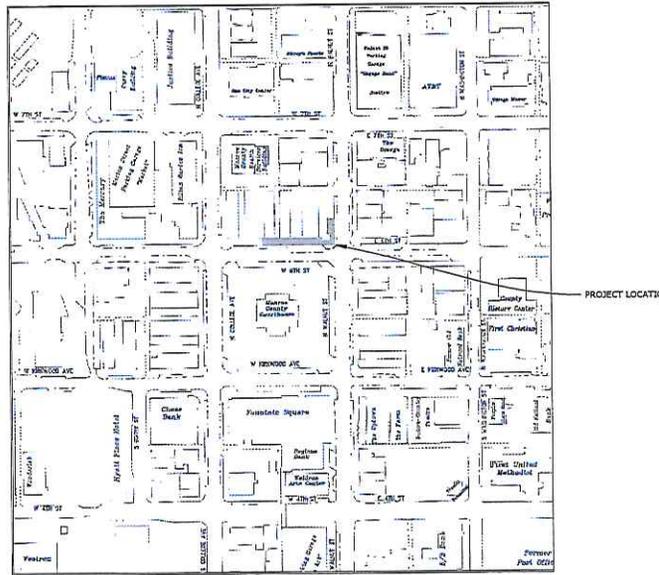


WEST 6TH STREET
TREE MITIGATION PLAN

ROUTE: 100 BLOCK WEST 6TH STREET

SIDEWALK, TREE AND TREE GRATE REPLACEMENT ALONG WEST 6TH STREET AND NORTH WALNUT STREET

PROJECT NO. PW2014-009-455



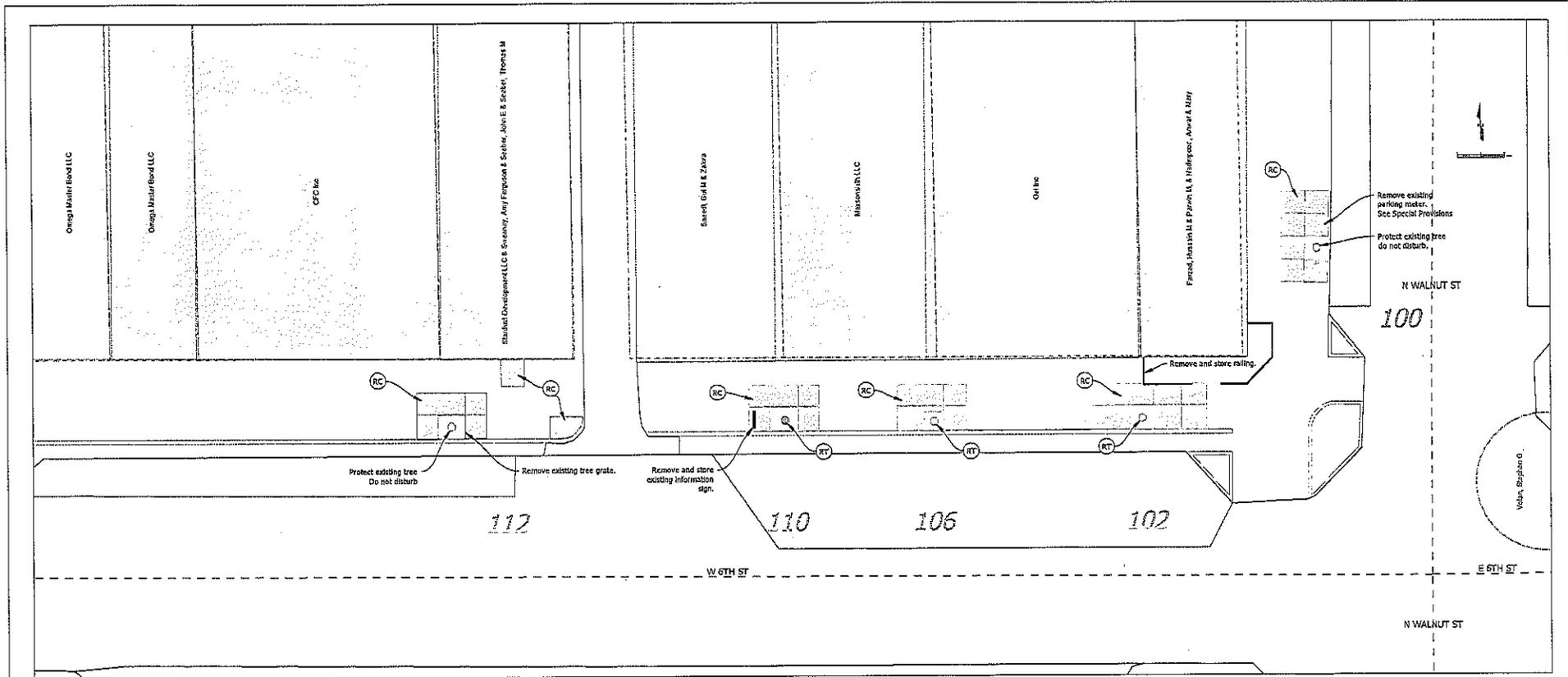
CITY OF BLOOMINGTON
MONROE COUNTY
INDIANA

DATA	
TRAFFIC DATA	
WEST 6TH STREET	
AADT (2014)	
AADT (2014 PROJECTED)	
DHV (2035 PROJECTED)	
DIRECTIONAL DISTRIBUTION	
TRUCKS	
DESIGN DATA	
WEST 6TH STREET	
DESIGN SPEED	NA
PROJECT DESIGN CRITERIA	PEDESTRIAN
FUNCTIONAL CLASSIFICATION	SIDEWALK
RURAL/URBAN	COMMERCIAL, DOWNTOWN
TERRAIN	LEVEL
ACCESS CONTROL	NA

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2014
AND CURRENT SUPPLEMENTS THERETO, TO
BE USED WITH THESE PLANS

9/20/2013 H:\Projects\14th Street Elevation\14th St SW Base.dwg

	RECOMMENDED FOR APPROVAL	14/14/2014	CITY OF BLOOMINGTON ENGINEERING DEPARTMENT	HORIZONTAL SCALE	BRIDGE FILE
	CITY ENGINEER	DATE		VERTICLE SCALE	DESIGNATION
DESIGNED:	DRAWN:	REA	TREE MITIGATION PLAN 100 BLOCK W 6TH STREET	SURVEY BOOK	SHEETS 1 of 5
CHECKED:	CHECKED:	XX		CONTRACT	PROJECT



- Notes:
1. Contractor shall take care not to damage existing trees during sidewalk demolition.
 2. Tree removal shall consist of excavating and removal of root ball to a depth of three feet (3 FT). Only soil suitable for planting shall be used for backfill.
 3. Contact City of Bloomington Parking Enforcement for removal of parking meter head.

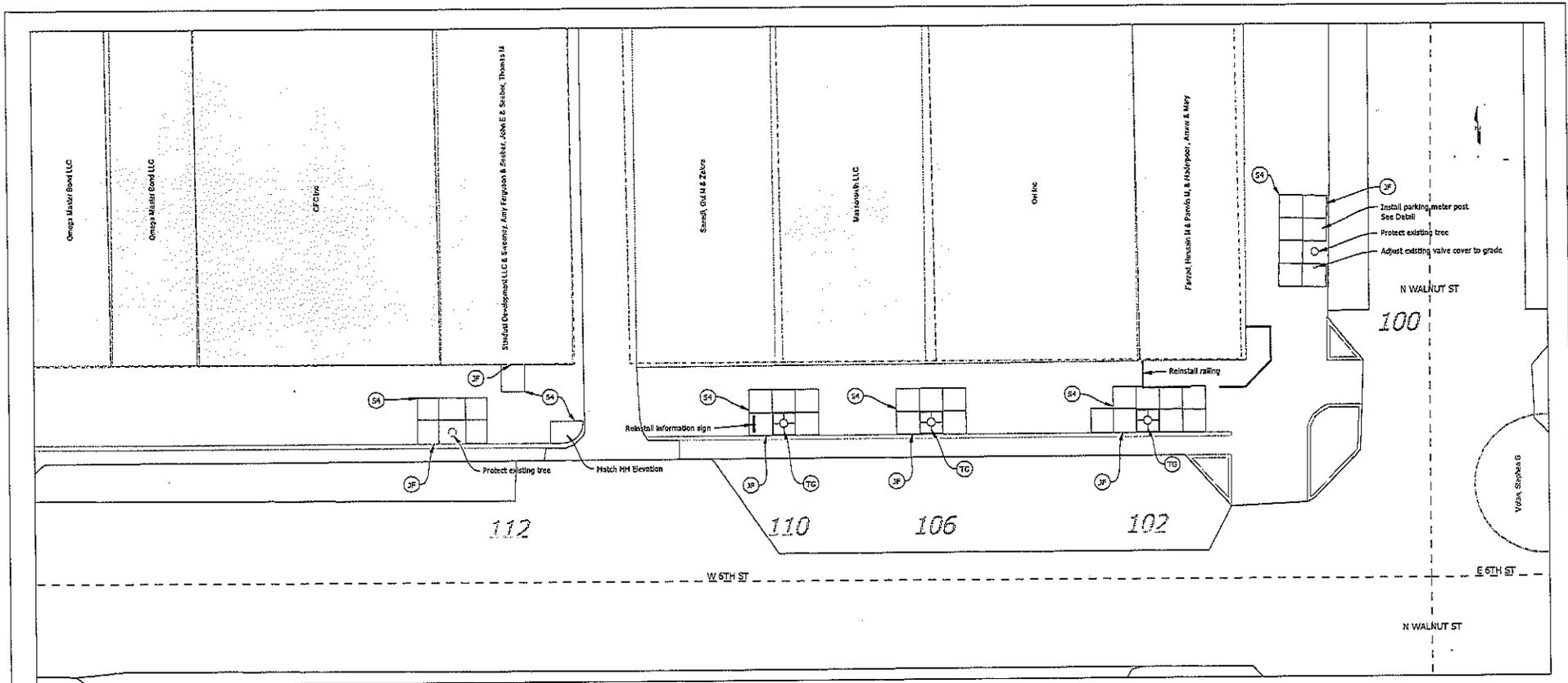
(RC) Remove concrete.
 (RT) Remove tree and tree grate.

RECOMMENDED FOR APPROVAL	CITY ENGINEER	14/14/2014	DATE
DESIGNED:	DRAWN:	REA	
CHECKED:	CHECKED:		

**CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT**

**TREE MITIGATION
DEMOLITION**

HORIZONTAL SCALE	BRIDGE FILE
1" = 10'	
VERTICLE SCALE	DESIGNATION
SURVEY BOOK	SHEETS
	3 OF 3
CONTRACT	PROJECT



Notes:

- Where existing concrete sidewalk is to be reconstructed, all disintegrated concrete, brick, stone, or other material shall be completely removed and replaced with new concrete sidewalk in accordance with 604.03. Remove existing sidewalk and restore roadway with 9" 4000 p.s.i concrete and 1" FMA overlay.
- Such sidewalk shall be constructed to a minimum depth of 4 in. unless another depth is designated and to the width of the adjoining walk, or to a width of no less than 48 in. from the face of curb, or to such other width as directed.
- The removal of concrete sidewalk shall be to uniform lines as directed. The sidewalk to be removed shall be cut in a straight line with an approved power driven concrete saw. The sawing shall be such that the portion of sidewalk to remain in place shall not be damaged. All portions which are damaged or removed back of the established line shall be replaced.
- Unless otherwise directed, sidewalk which must be removed shall be removed between tool marks of joints. At locations where the sidewalk and curb are adjacent and the curb is deteriorated, the curb shall also be replaced as directed.
- The new sidewalk shall have a joint pattern similar to the surrounding sidewalk. Sidewalk placed at drives shall be 6 in. thick, or the same depth of the existing drive, whichever is greater.
- Contact City of Bloomington, Parking Enforcement for removal and installation of parking meter heads. Contractor shall be responsible for removal and installation of parking meter post.
- All joints adjacent to existing buildings must be sealed with silicon joint sealant.

Materials									
Item	Name	Units	112	110	106	102	100	Undistributed	Total
604-02007	Sidewalk, Concrete, Reconstruct	SYS	20.66	13.09	14.89	22.10	20.88		91.62
604-05250	Preformed Joint Material, 1/2 in.	LFT	25.00	10.00	30.00	20.00	15.00		100.00
	Grind joints, concrete	LFT						20.00	20.00
602-04648	Tree Grate, Install	EACH		1.00	1.00	1.00			3.00
201-02235	Tree Removal	EACH		1.00	1.00	1.00			3.00

R02033 - R:\Projects\165 Drive Signs\1070165_S10X_Bldg.dwg

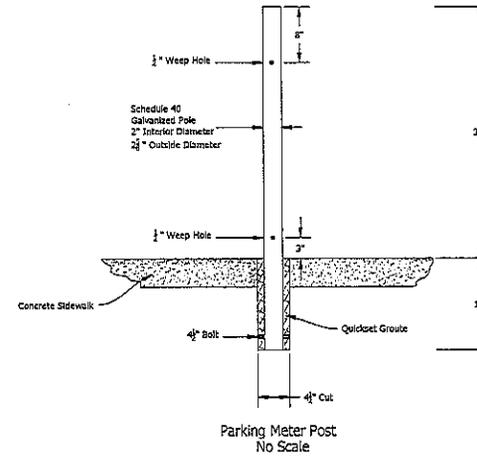
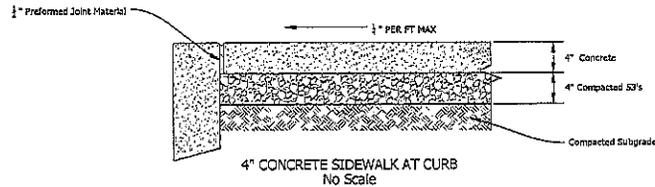
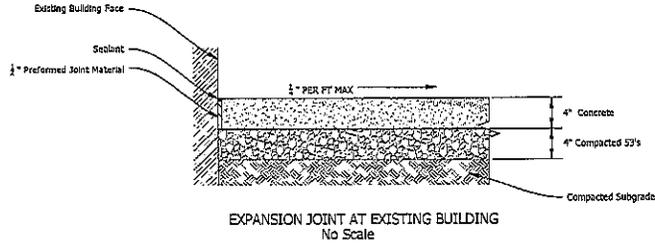
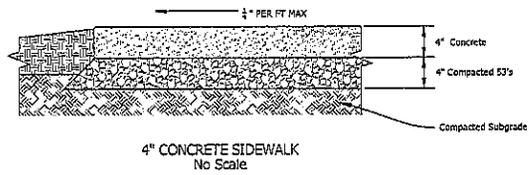
- SA Sidewalk, 4 IN concrete on 4 DI compacted aggregate.
- JP Preformed joint material, 1/2.
- TG Install tree grate.

RECOMMENDED FOR APPROVAL _____
 CITY ENGINEER DATE 14/14/2014
 DESIGNED: _____ DRAWN: REA
 CHECKED: _____ CHECKED: _____

**CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT**

**TREE MITIGATION
SITE PLAN**

HORIZONTAL SCALE 1" = 10'	BRIDGE FILE
VERTICLE SCALE	DESIGNATION
SURVEY BOOK	SHEETS 4 of 5
CONTRACT	PROJECT



NOTE: FLAT BLACK RUSTOLEUM COATING.
PARTS TO HAVE PRODUCT NUMBER PAINTED
(STENCILED) ON FOR IDENTIFICATION

STEEL TREE GRATE FRAME
LOAD RATING: NON-TRAFFIC
COATING: PAINTED
SPECIFICATION: FRAME - A 36 STEEL

OPEN AREA: N/A
DESIGNATES MACHINE SURFACE

DRAWN	JJ	DATE	05/05/03
LAST REVISED	SMH	DATE	09/18/08

REFERENCE INFORMATION

EJW EAST JORDAN
800-826-4653
www.ejw.com
MADE IN USA

PRODUCT NUMBER: 00858210
CATALOG NUMBER: 8582

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9/9/2013 14:14:14 Project: 00858210.dwg User: smh

RECOMMENDED FOR APPROVAL	CITY ENGINEER	14/14/2014	DATE	CITY OF BLOOMINGTON ENGINEERING DEPARTMENT	HORIZONTAL SCALE	BRIDGE FILE
	DESIGNED:	DRAWN: REA	CHECKED:		VERTICLE SCALE	DESIGNATION
	CHECKED:				SURVEY BOOK	SHEETS
					CONTRACT	4 of 5 PROJECT

INVITATION TO QUOTERS

NOTICE IS HEREBY GIVEN THAT THE BOARD OF PUBLIC WORKS OF THE CITY OF BLOOMINGTON, INDIANA WILL RECEIVE SEALED QUOTES FOR THE BELOW-DESCRIBED WORK AT THE LOCATION INDICATED.

West 6th Street Tree Mitigation

This project shall include, but is not limited to the removal of three tree stumps in the northern sidewalk of the 100 block of West 6th Street. This project shall include the installation of three tree grates and the restoration of sidewalks in five site locations along West 6th Street and North Walnut Street. The City of Bloomington will provide the three tree grates and waive the necessary parking meter fees. All work shall be completed as shown on the plans and specifications included with this packet.

Quotes are to be submitted in proper form, as described in the "Instructions to Quoters" which can be found on the City's website at https://bloomington.in.gov/sections/viewSection.php?section_id=537. Sealed quotes shall be received by the Office of the City Engineer at City Hall, 401 North Morton Street, Bloomington, Indiana, at or before 12:00 noon local time on June 3, 2014. Quotes will be publicly opened and read aloud by the Engineering and/or Public Works Staff at 12:00 noon local time on June 3, 2014, in the McCloskey Conference Room. Any Quotes received after the designated time will be returned unopened. Quotes will be reviewed and the award may be made at the June 3, 2014, meeting or a subsequent meeting of the Board of Public Works.

Each Quoter shall file with his or her sealed Quote: (1) a properly executed Non-collusion Affidavit as required by the laws of the State of Indiana; (2) a Questionnaire Form 96 of the State Board of Accounts; (3) a cashier's check or certified check drawn on an acceptable bank or a Bid bond equal to five (5) percent of the total amount of Quote. Wage rates shall not be less than the common construction wage rates as determined in accordance with IC 5-16-7. For quotes of \$100,000.00 or more, the successful Quoter shall furnish performance and payment bonds for one hundred percent (100%) of the contract amount prior to the execution of the contract, and said bonds shall remain in effect for a period of one (1) year after final acceptance of the work.

Each Quoter must ensure that to the greatest extent feasible, opportunities for training and employment should be given to lower income residents of the project area and purchases and/or contract for work in connection with the project should be awarded to small business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

The City of Bloomington is an equal opportunity employer, and Quoter shall meet all requirements for equal employment under Title VII of the 1964 Civil Rights Act as amended and under the Bloomington Human Rights Ordinance, as amended.

Each Quoter for proposals over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, his/her written Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of quotes. Quotes received that do not have an approved Affirmative Action Plan will be returned unopened. Each Quoter must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry or handicap. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal

grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Barbara McKinney, Contract Compliance Officer, may be contacted at (812) 349-3429, 8:00 a.m. to 5:00 p.m. Monday through Friday.

The Board of Public Works reserves the right to waive any informality and to accept or reject any or all quotes submitted. Quotes may be held by the Board of Public Works for a period not-to-exceed sixty (60) days from the date of the opening of Quotes for the purpose of reviewing the Quotes and investigating the qualifications of the Quoters prior to awarding the contract.

Board of Public Works, City of Bloomington, Indiana

Charlotte Zietlow, President

Special Conditions

Contractor shall maintain local access for all residents and local business within the limits of the project during construction.

Contractor shall follow the current Indiana Manual on Uniform Traffic Control Devices (MUTCD) with regard to all signage and signage placement used during the project for both vehicular, bicycle and pedestrian traffic travelling through the project limits.

Contractor shall limit his/her operations to within the project site, and seed and straw all disturbed areas. Contractors using any property outside the public right of way shall have an agreement in writing from each respective property owner of said property on file with the City of Bloomington Project Representative prior to usage. No verbal agreements are permitted.

Contractor shall construct sidewalk per INDOT standards, and shall include the usage of cast iron plates per ADA and ADAAG requirements on all ramps if ramps are to be constructed.

Contractor is not required to submit a performance bond for this project.

No escrow account will be required for this project.

Tree grates will be supplied by the City of Bloomington, Contractor will be required to pick-up tree grates from the City supply yard and deliver to job site. Contractor will be responsible for any modifications to the grates. Contractor is responsible for installation of the grates in accordance to the manufactures recommendations.

Site work may only be performed on Monday through Thursday, 7 AM to 4 PM.

A minimum 4 feet clear path of travel must remain open to the public at all times.

Contractor is responsible for securing the construction site at all times.

Contractor is responsible for requesting meter spaces for use. Contractor must coordinate all meter space use through the City of Bloomington Parking Enforcement office. Fees for use of meter spaces will be waived for this project.

Contractor shall coordinate the removal and installation of parking meter heads with the City of Bloomington Parking Enforcement Office.

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
DEPARTMENT OF PUBLIC WORKS
AND

FOR

West 6th Street Tree Mitigation, PW2014-009-455

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **West 6th Street Tree Mitigation, PW2014-009-455** (more particularly described in Attachment A, "Scope of Work"; 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 on or before June 19, 2014, unless the parties mutually agree to a later completion date. 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 _____ . 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 **Engineer** The City Engineer 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		
Attn: Roy Aten, Project Manager		
P.O. Box 100 Suite 130		
Bloomington, Indiana 47402		

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 five (5) 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 five (5) 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 B, 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 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.

5.19 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. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor is not engaged in said investment activities.

Attachment C is attached hereto and incorporated herein by reference as though fully set forth.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Charlotte Zietlow, President, Board of Public Works

Contractor Representative

James McNamara, Member, Board of Public Works

Printed Name

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

Title of Contractor Representative

Mark Kruzan, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

West 6th Street Tree Mitigation

This project shall include, but is not limited to the removal of three tree stumps in the northern sidewalk of the 100 block of West 6th Street. This project shall include the installation of three tree grates and the restoration of sidewalks in five site locations along West 6th Street and North Walnut Street. The City of Bloomington will provide the three tree grates and waive the necessary parking meter fees. All work shall be completed as shown on the plans and specifications included with this packet.



Board of Public Works Staff Report

Project/Event: Park Avenue Brick Street Restoration
Inspection Services Contract

Petitioner/Representative: N/A

Staff Representative: Susie Johnson

Meeting Date: June 3, 2014

The Park Ave. brick restoration project is scheduled for this summer. The project will restore the brick street between 7th and 8th Streets. The construction portion of the project is being funded using both INDOT and City funding. The inspection services will be funded with City funds exclusively.

Inspection services are, by Indiana Code, considered a service and are therefore not required to be bid. Staff did however solicit two quotes for these services. United Consulting provided us with a quote for inspection services on Park Ave. not to exceed \$52,900. American Structurepoint provided us with a quote for inspection services on Park not to exceed \$48,674.40.

Staff recommends the Board award the contract for inspection services to American Structurepoint in an amount not to exceed \$48,674.40.

Recommend Approval by: Susie Johnson

PROJECT NAME: N. Park Avenue Brick Street Restoration, from 7th Street to 8th Street

AGREEMENT FOR INSPECTION SERVICES

This Agreement, entered into on this _____ day of _____, 2014, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and American Structurepoint, Inc. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **restore and enhance the brick street at N. Park Avenue between 7th and 8th Streets.**

WHEREAS, the Board requires the services of a professional consultant in order to **perform inspection services for this project**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the Consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Task 1: Provision of Inspection Services

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

WHEREAS, Consultant 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: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant 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 Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the City officials designated by the Board as project coordinator(s).

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

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. An Engineering Field Specialist of the City's Department of Public Works shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the Engineering Field Specialist 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 Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

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

B. Representative

The Board hereby designates Roy Aten, Engineering Field Specialist of the Department of Public Works ("Aten") to serve as the Board's representative for the project. Aten 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 Consultant 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:

Task 1: Forty-Eight Thousand Six Hundred Seventy-Four Dollars and Forty Cents \$48,674.40) – Not To Exceed Amount

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 Consultant'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:

Consultant 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: Consultant shall complete its Services by August 22, 2014. This time limit 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 Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant 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 Consultant has represented will be responsible therefor.

Article 9. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant 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 Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all Judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 10. 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 11. Independent Contractor Status: During the entire term of this Agreement, Consultant 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 12. Indemnification: To the fullest extent permitted by law, Consultant 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 Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 13. Insurance: During the performance of any and all Services under this Agreement, Consultant 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.

Consultant 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 Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant 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 14. Conflict of Interest: Consultant 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 Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. 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 16. 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 17. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant 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 18. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 19. 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 20. Non-Discrimination: Consultant 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 21. Compliance with Laws: In performing the Services under this Agreement, Consultant 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, Consultant 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, Consultant 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 22. 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: Roy Aten
401 N. Morton Street
Bloomington, IN 47404

Consultant:

American Structurepoint, Inc.
Attn: Willis R. Conner
7260 Shadeland Station
Indianapolis, IN 46256

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

Article 23. Intent to be Bound: The Board and the Consultant 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 24. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

Article 25. Verification of New Employees' Immigration Status. Consultant 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). Consultant shall sign an affidavit, attached hereto as Exhibit C and incorporated herein by reference, affirming that Consultant 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.

Consultant and any subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the MPO Members obtain information that the Consultant or a subconsultant employs or retains an employee who is an unauthorized alien, the MPO Members shall notify the Consultant or subconsultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subconsultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subconsultant did not knowingly employ an unauthorized alien. If the Consultant or subconsultant fails to remedy the violation within the 30 day period, the MPO Members shall terminate the contract, unless the MPO Members determine that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Consultant. If the MPO Members terminate the contract, the Consultant or subconsultant is liable to the MPO Members for actual damages.

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

Article 26. No Investment in Iran: Consultant 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. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Consultant shall sign an affidavit, attached hereto as Exhibit D and incorporated herein by reference, affirming that Consultant is not engaged in said investment activities.

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

Owner

Consultant

City of Bloomington
Board of Public Works

American Structurepoint, Inc.

By: _____

Charlotte Zietlow
President

Willis R. Conner
President

By:

Mark Kruzan,
Mayor

EXHIBIT A

SCOPE OF WORK

Scope of Services includes the provision of inspection services as provided below in Consultant's Appendix 2 – Scope of Services, pages 1-5.

Appendix 2 – Scope of Services

PART 1 – BASIC SERVICES

Construction Inspector

- A. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the Construction Inspector and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- B. The Engineer shall provide construction observation and inspection services for construction of the Project in conformance with accepted standards for this work.

1. ENGINEERING PERSONNEL

- a. For the fulfillment of all services outlined in Section 2 below, the Engineer will provide one full-time Construction Inspector and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.
- b. The qualifications and experiences of personnel provided by the Engineer are subject to approval by the Owner, and no personnel will be assigned to the project until the Owner's approval is obtained.
- c. The full-time Construction Inspector will report to the Owner on all matters concerning contract compliance and administration.
- d. The full-time Construction Inspector will coordinate project activities with Owner's project manager.

2. DESCRIPTION OF SERVICES

- a. Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the Owner concerning the schedule's acceptability.
- b. Conferences: Schedule, conduct, notify participants, and provide minutes of pre-construction meetings, partnering meetings, progress meetings, and such other job

conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the Owner.

The Engineer shall be available for conferences as requested by the Owner to review working details of the project. The Owner may review and inspect the activities whenever desired during the life of the agreement.

- c. Liaison: Serve as the Owner's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The full-time Construction Inspector shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be addressed to the Contractor by the Construction Inspector. Recommendations to obtain compliance also shall be reported to the Owner.
- d. Cooperate with the Owner in dealing with various federal, state, and local agencies having jurisdiction over the project.
- e. Obtain from the Contractor a list of his proposed suppliers and subcontractors.
- f. Obtain from the Contractor additional details or information when needed at the job site for proper execution of the work.
- g. Certification of Materials: Check for completeness of certifications of materials delivered to the site.
- h. Shop Drawings
 - 1) Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain structural engineer's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.
 - 2) Review the approved shop falsework drawings, specifications, and other submissions; record receipt of this data; maintain a file of all drawings and submissions; and check construction for compliance in accordance with the Contract Documents
 - 3) Alert the Contractor's field superintendent when it is observed that materials or equipment is being or is about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Owner when it is necessary to disapprove work as failing to conform to the Contract Documents
- i. Review of Work, Inspection and Tests
 - 1) Conduct on-site inspections of the work in progress for the Owner as a basis for determining that the project is proceeding in accordance with the Contract Documents

- 2) Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project and report details of such inspections to the Owner
 - 3) Verify that the required quality control sampling and testing has been accomplished and materials certification has been provided by the Contractor
 - 4) Review the Contractor's test/certification results and the Owner's independent assurance tests for accuracy and retain in the project file
 - 5) Questionable testing methods or results from the Contractor may initiate an increase in the volume of assurance tests.
- j. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Owner.
- k. Records
- 1) Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents (including all addenda, change orders, and additional drawings subsequent to the award of the Contract), progress reports, and other project related documents.
 - 2) Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the Owner.
 - 3) Maintain for the Owner a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
 - 4) Maintain a set of drawings on which authorized changes are noted and deliver to the Owner upon request, but in any event, at the completion of the project.
 - 5) Prepare the Final Construction Record and Final Estimate as required by the Owner.
- l. Reports: Furnish to the Owner at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
- m. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Owner for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
- n. Project Responsibility: The Construction Inspector will be responsible for the documentation of pay quantities and estimates and for the maintenance of appropriate records related to the construction of this project.

- o. Work Schedule and Suspension: The Engineer's crew will be required to regulate their workweek to conform to the Contractor's hours in accordance with the directions of the Owner. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the Engineer may also be suspended without cost to the project.
- p. Contract Administration: The Engineer will administer the contract in accordance with Owner's procedures.

PART 2 – ADDITIONAL SERVICES

Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 - 1. Furnishing services of Engineer's Consultants for other than Basic Services.
 - 2. Providing Construction Phase services beyond the original date for final completion of the Work.
 - 3. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
 - 4. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 - 5. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
 - 6. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 - 7. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

PART 3 – TO BE PROVIDED BY OWNER

In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that

affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- B. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- C. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- D. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- E. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project.
- F. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- G. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- H. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- I. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Amount of Forty-Eight Thousand Six Hundred Seventy-Four Dollars and Forty Cents (\$48,674.40).

**INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES**

CLIENT: City of Bloomington

DESCRIPTION: Enhancement, Brick Street Restoration
Park Avenue from 7th Street to 8th Street

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Field Manager	\$ 125.00	12	\$ 1,500.00
Inspector(s) (Regular)	\$ 90.00	480	\$ 43,200.00
Inspector(s) (Overtime)	\$ 103.50	38	\$ 3,974.40

TOTAL INSPECTION FEE \$ 48,674.40

American Structurepoint, Inc. (100%) \$ 48,674.40

Actual Construction Bid \$ 338,465.00
% Total Construction 14.38%

**INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION**

OWNER:

City of Bloomington

DESCRIPTION:

Enhancement, Brick Street Restoration
Park Avenue from 7th Street to 8th Street

LETTING:

May 8, 2014

NOTICE TO PROCEED:

June 7, 2014 (anticipated)

FINAL COMPLETION:

August 1, 2014

PRECONSTRUCTION ACTIVITIES:

6/2/2014 to 6/6/2014 = 1.00 weeks

CONSTRUCTION ACTIVITIES:

6/9/2014 to 8/1/2014 = 8.00 weeks

POST-CONSTRUCTION ACTIVITIES:

8/4/2014 to 8/22/2014 = 3.00 weeks

12.00 weeks

LABOR

FIELD MANAGER:

Regular time:	12 weeks	@	1 hours/week	=	<u>12 hours</u>
PROJECT MANAGER TOTAL HOURS				=	12 hours

INSPECTOR(S):

Preconstruction Activities:	(assume	1	Inspector(s) needed:		
Regular Time:	1 weeks	@	40 hours/week	=	40 hours
Construction Activities:	(assume	1	Inspector(s) needed:		
Regular Time:	8 weeks	@	40 hours/week	=	320 hours
Overtime (assume 12%)	320	@	12%	=	38 hours
Post-Construction Activities:	(assume	1	Inspector(s) needed:		
Regular Time:	3 weeks	@	40 hours/week	=	<u>120 hours</u>
INSPECTOR(S) TOTAL REGULAR HOURS				=	480 hours
INSPECTOR(S) TOTAL OVERTIME HOURS				=	38 hours

EJCDC
**ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE**

This is Appendix 1, Engineer's Standard Hourly Rates, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

EMPLOYEE CLASSIFICATION	<u>HOURLY RATE</u>
Field Manager	\$125.00/hr
Resident Project Representative	\$105.00/hr
Resident Project Representative Overtime	\$120.75/hr
Inspector	\$90.00/hr
Inspector Overtime	\$103.50/hr
Intern	\$55.00/hr
Intern Overtime	\$63.25/hr

EXHIBIT C

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 is seeking to contract with the City of Bloomington to provide services.
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).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2014.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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 _____ and acknowledged the execution of the foregoing this _____ day of _____, 2014.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____



Board of Public Works Staff Report

Project/Event: Rockport and Tapp Intersection Improvement
Right of Way Acquisition Contract

Petitioner/Representative: N/A

Staff Representative: Susie Johnson

Event Date: May 21, 2014

Meeting Date: June 3, 2014

The Tapp and Rockport Improvement Project is scheduled for a summer 2017 bid letting through INDOT. The project includes vertical realignment of Tapp Road, the installation of a new traffic signal, sidepath and sidewalk improvements. Right of way acquisition for the project will be funded through MPO STP funds, which means that INDOT contributes 80% of the funding. As a result, an INDOT-Local Public Agency (LPA) agreement is required. The right of way acquisition for this project is currently estimated at \$750,000, which means that \$600,000 will be funded by INDOT and \$150,000 funded with local funding. Staff is requesting the Board's approval of this agreement.

Recommend **Approval by: Susie Johnson**

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT

EDS #: A249-14-321108
Des. No.: 0901730
CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the City of Bloomington, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

Seymour District Office
185 Agrico Lane
Seymour, Indiana 47274

- C. Notices to the LPA shall be sent to:

City of Bloomington
401 North Morton Street
Bloomington, Indiana 47402

RECITALS

WHEREAS, LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

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

SECTION I PROJECT DESCRIPTION. INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II LPA RESPONSIBILITIES. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III INDOT RESPONSIBILITIES. INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV PROJECT FUNDS. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract) between **July 1, 2016 and June 30, 2017**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible.
- B. In the event that federal funds for the Project are not obligated during the period listed in section V.A., the federal funds allocated to the Project will lapse.

SECTION VI GENERAL PROVISIONS

- A. **Access to Records.** The LPA 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 INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA 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.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA 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 IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the LPA's fiscal year. The LPA agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the LPA is not out of compliance with the financial aspects of this Contract.

- D. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 Contract, 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.

2. 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.
3. The LPA 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.

E. Compliance with Laws.

1. The LPA 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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44-1-3 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and 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 under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.

6. As required by I.C. 5-22-3-7:

- (1) The LPA and any officials of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

- (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. **Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor 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, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA 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.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

G. **Disputes.**

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

H. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this 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 State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor'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;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2)

notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
 5. Within thirty (30) days after receiving notice under subdivision (3)(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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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
 6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.
- I. **Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of 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.
- J. **Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- K. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
- L. **Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

- (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

M. Merger & 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.

N. No Investment in Iran. As required by IC 5-22-16.5, the LPA certifies that the LPA 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.

O. Non-Discrimination.

1. Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the LPA, 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.
2. The LPA understands that INDOT is a recipient of Federal Funds. Pursuant to that understanding, the LPA, agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA 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.)

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR 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.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
 - d. Information and Reports: The LPA 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 Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means

of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- P. Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.
- Q. Penalties, Interest and Attorney's Fees.** INDOT 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, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- R. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
1. Stipulates 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;
 2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice 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 List of Violating Facilities.
- S. Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- T. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, 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, LPA and the State of Indiana 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.

LPA: City of Bloomington

STATE OF INDIANA
Department of Transportation

Print or type name and title

Recommended for approval by:

Signature and date

Robert D. Cales, Director
Contract Administration Division

Print or type name and title

Date: _____

Signature and date

Executed by:

Mark Krizan, Mayor
Print or type name and title

Troy A. Woodruff, Chief of Staff

Date: _____

Signature and date

Department of Administration

Jessica Robertson, Commissioner

Date: _____

Attest

State Budget Agency

Auditor or Clerk Treasurer

Brian E. Bailey, Director

Date: _____

This instrument prepared by:

Approved as to Form and Legality:

Ellen Hite
May 8, 2014

(FOR)
Gregory F. Zoeller, Attorney General of Indiana

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: 0901730
Program: Group II
Type of Project: Other Type Project (Miscellaneous)
Location: Tapp and Rockport Rd

A general scope/description of the Project is as follows:

An other type project (miscellaneous) for Tapp and Rockport Road intersection improvement, in the City of Bloomington, Monroe County, Indiana.

ATTACHMENT B**LPA'S RIGHTS AND DUTIES**

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See <http://www.in.gov/div/contracts/standards/dm.html>) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/7287.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/3018.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be accordance with INDOT's consultant selection procedure.
3. **REQUIREMENTS FOR ADDITIONAL CONTRACTS**
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/div/projects/LPASection/> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:
The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.

or

 - B. If project inspection will be provided by the LPA's consultant:
INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's construction letting for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2376.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
 - e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D

PROJECT FUNDS

I. Project Costs.

- A. If the Program shown on Attachment A is Group I or Group II, this contract is just for the one (1) phase checked below:

Preliminary engineering or
 Right-of-way or
 Construction;

- B. If the Program shown on Attachment A is receiving **Group II** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is **\$ 600,000.00**.

- C. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, federal reimbursement for construction inspection and testing construction materials, after INDOT retains 2.5% of the final construction costs for oversight, is limited to:

- (1) 14.5% of the final construction cost if the final construction cost is less than or equal to \$500,000; or
- (2) 12.5% of the final construction cost if the final construction cost is greater than \$500,000.

- D. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

- E. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and

- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.
2. The LPA shall pay INDOT for expenses incurred in supervising the Project out of the maximum limitation shown in section I.C. of Attachment D.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C**INDOT'S RIGHTS AND DUTIES**

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D

PROJECT FUNDS

I. Project Costs.

- A. If the Program shown on Attachment A is Group I or Group II, this contract is just for the one (1) phase checked below:

Preliminary engineering or
 Right-of-way or
 Construction;

- B. If the Program shown on Attachment A is receiving **Group II** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is **\$ 600,000.00**.

- C. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, federal reimbursement for construction inspection and testing construction materials, after INDOT retains 2.5% of the final construction costs for oversight, is limited to:

- (1) 14.5% of the final construction cost if the final construction cost is less than or equal to \$500,000; or
- (2) 12.5% of the final construction cost if the final construction cost is greater than \$500,000.

- D. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

- E. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and

- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

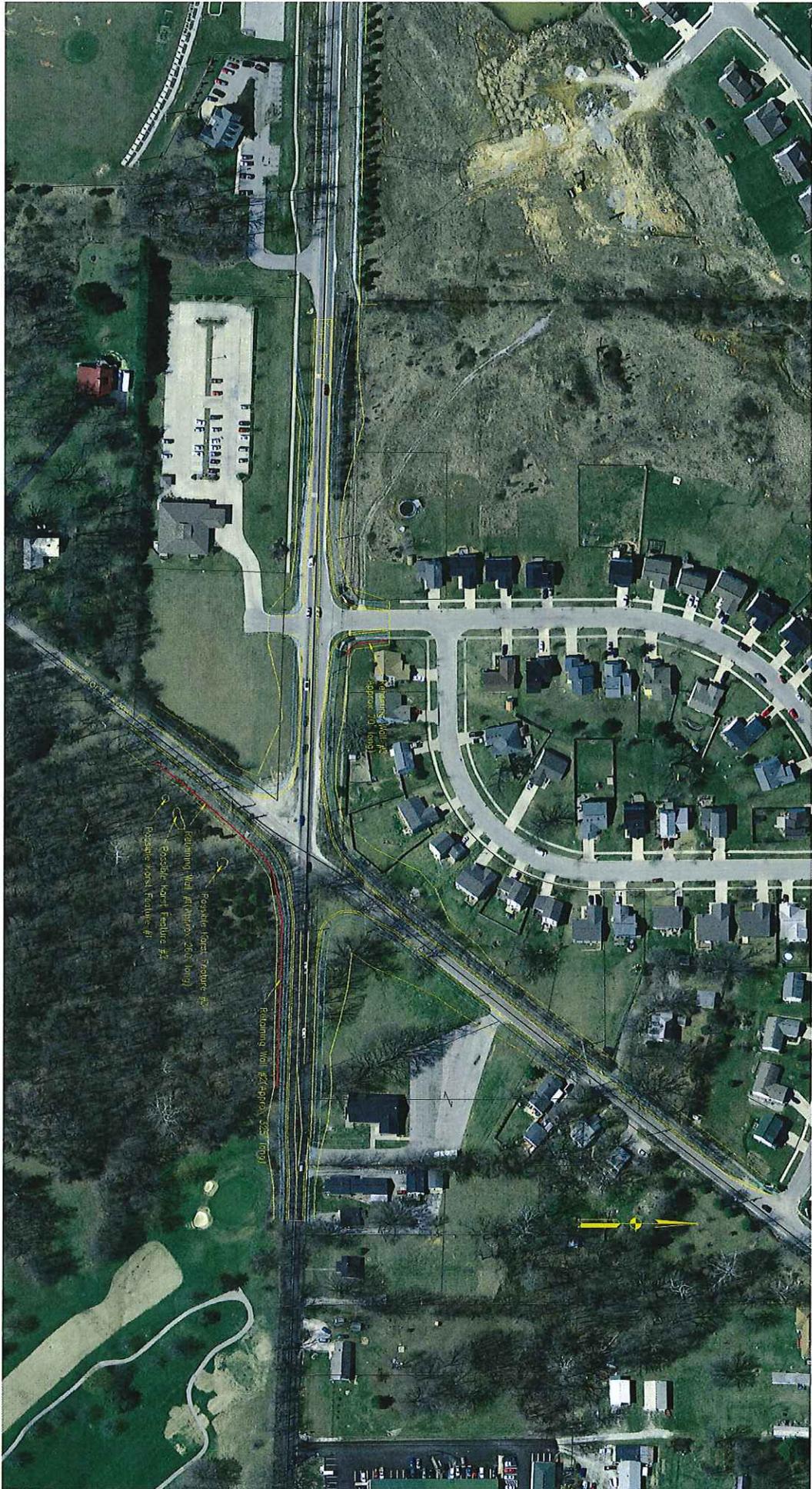
1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.
2. The LPA shall pay INDOT for expenses incurred in supervising the Project out of the maximum limitation shown in section I.C. of Attachment D.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.





Board of Public Works Staff Report

Project/Event: Rockport and Tapp Intersection Improvement
Construction Contract

Petitioner/Representative: N/A

Staff Representative: Susie Johnson

Event Date: May 21, 2014

Meeting Date: June 3, 2014

The Tapp and Rockport Improvement Project is scheduled for a summer 2017 bid letting through INDOT. The project includes vertical realignment of Tapp Road, the installation of a new traffic signal, sidepath and sidewalk improvements. Construction of the project will be funded through MPO STP funds, which means that INDOT contributes 80% of the funding. As a result, an INDOT-Local Public Agency (LPA) agreement is required. The overall project cost is currently estimated at \$3,300,000, which means that \$2,640,000 will be funded by INDOT and \$660,000 funded with local funding. Staff is requesting the Board's approval of this agreement.

Recommend **Approval by: Susie Johnson**

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT

EDS #: A249-14-321109
Des. No.: 0901730
CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the City of Bloomington, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

Seymour District Office
185 Agrico Lane
Seymour, Indiana 47274

- C. Notices to the LPA shall be sent to:

City of Bloomington
401 North Morton Street
Bloomington, Indiana 47402

RECITALS

WHEREAS, LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

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

SECTION I PROJECT DESCRIPTION. INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II LPA RESPONSIBILITIES. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III INDOT RESPONSIBILITIES. INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV PROJECT FUNDS. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract) between **July 1, 2016 and June 30, 2017**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible.
- B. In the event that federal funds for the Project are not obligated during the period listed in section V.A., the federal funds allocated to the Project will lapse.

SECTION VI GENERAL PROVISIONS

- A. **Access to Records.** The LPA 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 INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA 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.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA 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 IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the LPA's fiscal year. The LPA agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the LPA is not out of compliance with the financial aspects of this Contract.

- D. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 Contract, 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.

2. 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.
3. The LPA 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.

E. Compliance with Laws.

1. The LPA 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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44-1-3 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and 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 under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.

6. As required by I.C. 5-22-3-7:

- (1) The LPA and any officials of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

- (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor 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, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA 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.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

G. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

H. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this 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 State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor'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;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2)

notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
 5. Within thirty (30) days after receiving notice under subdivision (3)(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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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
 6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.
- I. **Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of 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.
- J. **Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- K. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
- L. **Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

- (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

- M. **Merger & 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.
- N. **No Investment in Iran.** As required by IC 5-22-16.5, the LPA certifies that the LPA 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.
- O. **Non-Discrimination.**
 - 1. Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the LPA, 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.
 - 2. The LPA understands that INDOT is a recipient of Federal Funds. Pursuant to that understanding, the LPA, agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA 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.)

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR 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.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
 - d. Information and Reports: The LPA 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 Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means

of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- P. **Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.
- Q. **Penalties, Interest and Attorney's Fees.** INDOT 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, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- R. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
1. Stipulates 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;
 2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice 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 List of Violating Facilities.
- S. **Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- T. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, 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, LPA and the State of Indiana 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.

LPA: City of Bloomington

**STATE OF INDIANA
Department of Transportation**

Recommended for approval by:

Print or type name and title

Robert D. Cales, Director
Contract Administration Division

Signature and date

Date: _____

Print or type name and title

Executed by:

Signature and date

Troy A. Woodruff, Chief of Staff

Mark Krizan, Mayor

Print or type name and title

Date: _____

Signature and date

Department of Administration

Jessica Robertson, Commissioner

Attest

Date: _____

State Budget Agency

Auditor or Clerk Treasurer

Brian E. Bailey, Director

Date: _____

Approved as to Form and Legality:

This instrument prepared by:
Ellen Hite
May 8, 2014

(FOR)
Gregory F. Zoeller, Attorney General of Indiana

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **0901730**
Program: **Group II**
Type of Project: **Other Type Project (Miscellaneous)**
Location: **Tapp and Rockport Rd**

A general scope/description of the Project is as follows:

An other type project (miscellaneous) for Tapp and Rockport Road intersection improvement, in the City of Bloomington, Monroe County, Indiana.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See <http://www.in.gov/div/contracts/standards/dm.html>) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/7287.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/3018.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/div/projects/LPASection/> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
 8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
 9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
 10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
 11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:
The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.
- or
- B. If project inspection will be provided by the LPA's consultant:
INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's construction letting for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2376.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
 - e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D

PROJECT FUNDS

I. Project Costs.

- A. If the Program shown on Attachment A is Group I or Group II, this contract is just for the one (1) phase checked below:

Preliminary engineering or
 Right-of-way or
 Construction;

- B. If the Program shown on Attachment A is receiving **Group II** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is **\$ 2,640,000.00**.
- C. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, federal reimbursement for construction inspection and testing construction materials, after INDOT retains 2.5% of the final construction costs for oversight, is limited to:
- (1) 14.5% of the final construction cost if the final construction cost is less than or equal to \$500,000; or
 - (2) 12.5% of the final construction cost if the final construction cost is greater than \$500,000.
- D. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- E. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
 - (2) Are verifiable from INDOT's or the LPA's records;
 - (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
 - (4) Are included in the approved budget, or amendment thereto; and

- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.
2. The LPA shall pay INDOT for expenses incurred in supervising the Project out of the maximum limitation shown in section I.C. of Attachment D.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.





Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
622 Arthur, Janna	05/30/2014	1,067.11		.00	101.87	63.15	14.77	33.32	10.29	53.05	790.66
			.00	.00	1,018.56	1,018.56	1,018.56	1,018.56	1,018.56		
		\$1,067.11		\$0.00	\$101.87	\$63.15	\$14.77	\$33.32	\$10.29	\$53.05	\$790.66
			\$0.00	\$0.00	\$1,018.56	\$1,018.56	\$1,018.56	\$1,018.56	\$1,018.56		
10000 Carpenter, Danyale 0097	05/30/2014	969.60		.00	42.68	46.25	10.82	24.06	7.43	313.39	524.97
			.00	.00	746.06	746.06	746.06	746.06	746.06		
		\$969.60		\$0.00	\$42.68	\$46.25	\$10.82	\$24.06	\$7.43	\$313.39	\$524.97
			\$0.00	\$0.00	\$746.06	\$746.06	\$746.06	\$746.06	\$746.06		
10000 Edwards, Dianne 1791	05/30/2014	1,494.98		.00	175.47	84.87	19.85	43.92	14.37	208.56	947.94
			.00	.00	1,368.82	1,368.82	1,368.82	1,368.82	1,368.82		
		\$1,494.98		\$0.00	\$175.47	\$84.87	\$19.85	\$43.92	\$14.37	\$208.56	\$947.94
			\$0.00	\$0.00	\$1,368.82	\$1,368.82	\$1,368.82	\$1,368.82	\$1,368.82		
219 Ennis, Mary C	05/30/2014	1,014.29		.00	69.93	62.89	14.71	33.18	10.25	.00	823.33
			.00	.00	1,014.29	1,014.29	1,014.29	1,014.29	1,014.29		
		\$1,014.29		\$0.00	\$69.93	\$62.89	\$14.71	\$33.18	\$10.25	\$0.00	\$823.33
			\$0.00	\$0.00	\$1,014.29	\$1,014.29	\$1,014.29	\$1,014.29	\$1,014.29		
10000 Eppley, Julia K 2224	05/30/2014	1,461.60		.00	129.76	74.68	17.48	39.65	12.24	289.41	898.38
			.00	.00	1,204.50	1,204.50	1,204.50	1,204.50	1,204.50		
		\$1,461.60		\$0.00	\$129.76	\$74.68	\$17.48	\$39.65	\$12.24	\$289.41	\$898.38
			\$0.00	\$0.00	\$1,204.50	\$1,204.50	\$1,204.50	\$1,204.50	\$1,204.50		
10000 Eubank, Nadine F 2333	05/30/2014	2,193.55		.00	361.89	133.82	31.30	72.08	22.66	66.39	1,505.41
			.00	.00	2,158.52	2,158.52	2,158.52	2,158.52	2,158.52		
		\$2,193.55		\$0.00	\$361.89	\$133.82	\$31.30	\$72.08	\$22.66	\$66.39	\$1,505.41
			\$0.00	\$0.00	\$2,158.52	\$2,158.52	\$2,158.52	\$2,158.52	\$2,158.52		
10000 Farmer, Carly M 0184	05/30/2014	1,513.60		.00	111.57	80.10	18.73	43.93	13.16	303.83	942.28
			.00	.00	1,291.91	1,291.91	1,291.91	1,291.91	1,291.91		
		\$1,513.60		\$0.00	\$111.57	\$80.10	\$18.73	\$43.93	\$13.16	\$303.83	\$942.28
			\$0.00	\$0.00	\$1,291.91	\$1,291.91	\$1,291.91	\$1,291.91	\$1,291.91		
64 Gibson, Jennifer	05/30/2014	1,432.08		.00	163.32	79.85	18.67	43.79	13.52	152.34	960.59
			.00	.00	1,287.82	1,287.82	1,287.82	1,287.82	1,287.82		
		\$1,432.08		\$0.00	\$163.32	\$79.85	\$18.67	\$43.79	\$13.52	\$152.34	\$960.59



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

10000 Herr, Emily J 3165	05/30/2014	698.80	\$0.00	\$0.00	\$1,287.82	\$1,287.82	\$1,287.82	\$1,287.82	\$1,287.82	227.91	372.30
		.00	.00	.00	42.19	29.78	6.96	15.02	4.64		
		\$698.80	\$0.00	\$0.00	\$42.19	\$29.78	\$6.96	\$15.02	\$4.64	\$227.91	\$372.30
178 McKinney, Amber J	05/30/2014	1,438.16	\$0.00	\$0.00	\$480.33	\$480.33	\$480.33	\$480.33	\$480.33	72.17	1,094.27
		.00	.00	.00	105.23	86.19	20.16	45.95	14.19		
		\$1,438.16	\$0.00	\$0.00	\$105.23	\$86.19	\$20.16	\$45.95	\$14.19	\$72.17	\$1,094.27
10000 Minder, Vicki L 1296	05/30/2014	1,652.72	\$0.00	\$0.00	\$1,390.00	\$1,390.00	\$1,390.00	\$1,390.00	\$1,390.00	308.50	973.35
		.00	.00	.00	187.71	96.13	22.48	49.32	15.23		
		\$1,652.72	\$0.00	\$0.00	\$187.71	\$96.13	\$22.48	\$49.32	\$15.23	\$308.50	\$973.35
10000 O'Brien, Brenda 0365	05/30/2014	1,725.18	\$0.00	\$0.00	\$1,450.47	\$1,550.47	\$1,550.47	\$1,450.47	\$1,450.47	82.45	1,197.15
		.00	.00	.00	242.29	104.17	24.36	57.12	17.64		
		\$1,725.18	\$0.00	\$0.00	\$242.29	\$104.17	\$24.36	\$57.12	\$17.64	\$82.45	\$1,197.15
10000 Peffinger, Roberta L 3140	05/30/2014	1,604.20	\$0.00	\$0.00	\$1,680.12	\$1,680.12	\$1,680.12	\$1,680.12	\$1,680.12	114.04	1,103.36
		.00	.00	.00	202.68	94.34	22.06	51.74	15.98		
		\$1,604.20	\$0.00	\$0.00	\$202.68	\$94.34	\$22.06	\$51.74	\$15.98	\$114.04	\$1,103.36
10000 Ringquist, Laurie 1843	05/30/2014	2,357.66	\$0.00	\$0.00	\$1,521.67	\$1,521.67	\$1,521.67	\$1,521.67	\$1,521.67	23.14	1,775.60
		.00	.00	.00	272.66	146.68	34.30	80.44	24.84		
		\$2,357.66	\$0.00	\$0.00	\$272.66	\$146.68	\$34.30	\$80.44	\$24.84	\$23.14	\$1,775.60
328 Ritchel, Lisa R	05/30/2014	519.88	\$0.00	\$0.00	\$2,365.79	\$2,365.79	\$2,365.79	\$2,365.79	\$2,365.79	59.37	379.46
		.00	.00	.00	24.36	29.05	6.79	15.93	4.92		
		\$519.88	\$0.00	\$0.00	\$24.36	\$29.05	\$6.79	\$15.93	\$4.92	\$59.37	\$379.46
10000 Samuelson, Danielle 3640	05/30/2014	850.08	\$0.00	\$0.00	\$468.58	\$468.58	\$468.58	\$468.58	\$468.58	98.58	574.60
		.00	.00	.00	84.59	47.30	11.06	25.94	8.01		
		\$850.08	\$0.00	\$0.00	\$84.59	\$47.30	\$11.06	\$25.94	\$8.01	\$98.58	\$574.60



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
10000 Sauder, Virgil E 2554	05/30/2014	1,772.67		.00	195.58	92.58	21.65	48.16	14.87	285.52	1,114.31
			.00	.00	1,493.27	1,493.27	1,493.27	1,493.27	1,493.27		
		\$1,772.67		\$0.00	\$195.58	\$92.58	\$21.65	\$48.16	\$14.87	\$285.52	\$1,114.31
			\$0.00	\$0.00	\$1,493.27	\$1,493.27	\$1,493.27	\$1,493.27	\$1,493.27		
573 Steury, Nickiah Q	05/30/2014	1,051.20		.00	76.14	65.45	15.31	35.89	10.68	.00	847.73
			.00	.00	1,055.70	1,055.70	1,055.70	1,055.70	1,055.70		
		\$1,051.20		\$0.00	\$76.14	\$65.45	\$15.31	\$35.89	\$10.68	\$0.00	\$847.73
			\$0.00	\$0.00	\$1,055.70	\$1,055.70	\$1,055.70	\$1,055.70	\$1,055.70		
411 Thrasher, David K	05/30/2014	672.04		.00	21.24	41.67	9.75	21.54	6.65	.00	571.19
			.00	.00	672.04	672.04	672.04	672.04	672.04		
		\$672.04		\$0.00	\$21.24	\$41.67	\$9.75	\$21.54	\$6.65	\$0.00	\$571.19
			\$0.00	\$0.00	\$672.04	\$672.04	\$672.04	\$672.04	\$672.04		
Department Animal - Animal Shelter											
		\$25,489.40		\$0.00	\$2,611.16	\$1,458.95	\$341.21	\$780.98	\$241.57	\$2,658.65	\$17,396.88
			\$0.00	\$0.00	\$23,431.41	\$23,531.41	\$23,531.41	\$23,431.41	\$23,431.41		
Department BPS - Board of Public Safety											
10000 Huerta, Michael A 2601	05/30/2014	24.40		.00	.00	1.51	.36	.83	.26	.00	21.44
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40		\$0.00	\$0.00	\$1.51	\$0.36	\$0.83	\$0.26	\$0.00	\$21.44
			\$0.00	\$0.00	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40		
10000 Vance, William A 2738	05/30/2014	24.40		.00	.00	1.51	.36	.00	.00	.00	22.53
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40		\$0.00	\$0.00	\$1.51	\$0.36	\$0.00	\$0.00	\$0.00	\$22.53
			\$0.00	\$0.00	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40		
10000 Walsh, Betsy S 0500	05/30/2014	24.40		.00	.00	1.51	.36	.83	.26	.00	21.44
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40		\$0.00	\$0.00	\$1.51	\$0.36	\$0.83	\$0.26	\$0.00	\$21.44
			\$0.00	\$0.00	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40		
661 Yoon, Susan J	05/30/2014	24.40		.00	.00	1.52	.35	.00	.00	.00	22.53
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40		\$0.00	\$0.00	\$1.52	\$0.35	\$0.00	\$0.00	\$0.00	\$22.53
			\$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	\$6.05	\$1.43	\$1.66	\$0.52	\$0.00	\$87.94



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
			\$0.00	\$0.00	\$97.60	\$97.60	\$97.60	\$97.60	\$97.60		
Department CFRD - Community & Family Resources											
10000 Brenner, H Craig 0077	05/30/2014	2,155.37		.00	140.00	115.68	27.06	50.00	15.39	756.27	1,050.97
			.00	.00	1,465.76	1,865.76	1,865.76	1,465.76	1,465.76		
		\$2,155.37	\$0.00	\$0.00	\$140.00	\$115.68	\$27.06	\$50.00	\$15.39	\$756.27	\$1,050.97
			\$0.00	\$0.00	\$1,465.76	\$1,865.76	\$1,865.76	\$1,465.76	\$1,465.76		
10000 Calender-Anderson, 2518 Beverly	05/30/2014	2,078.77		.00	270.04	121.30	28.37	64.36	19.88	147.28	1,427.54
			.00	.00	1,931.49	1,956.49	1,956.49	1,931.49	1,931.49		
		\$2,078.77	\$0.00	\$0.00	\$270.04	\$121.30	\$28.37	\$64.36	\$19.88	\$147.28	\$1,427.54
			\$0.00	\$0.00	\$1,931.49	\$1,956.49	\$1,956.49	\$1,931.49	\$1,931.49		
10000 Giordano, Peter S 0209	05/30/2014	3,136.66		.00	490.58	191.84	44.87	102.60	31.68	103.05	2,172.04
			.00	.00	3,094.43	3,094.43	3,094.43	3,094.43	3,094.43		
		\$3,136.66	\$0.00	\$0.00	\$490.58	\$191.84	\$44.87	\$102.60	\$31.68	\$103.05	\$2,172.04
			\$0.00	\$0.00	\$3,094.43	\$3,094.43	\$3,094.43	\$3,094.43	\$3,094.43		
688 Gonzalez-Martin, Rachel V	05/30/2014	1,403.85		.00	121.13	84.05	19.65	46.09	14.23	57.21	1,061.49
			.00	.00	1,355.64	1,355.64	1,355.64	1,355.64	1,355.64		
		\$1,403.85	\$0.00	\$0.00	\$121.13	\$84.05	\$19.65	\$46.09	\$14.23	\$57.21	\$1,061.49
			\$0.00	\$0.00	\$1,355.64	\$1,355.64	\$1,355.64	\$1,355.64	\$1,355.64		
10000 LaMantia, Merridee 3541	05/30/2014	1,050.00		.00	59.04	65.10	15.23	34.39	10.62	.00	865.62
			.00	.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00		
		\$1,050.00	\$0.00	\$0.00	\$59.04	\$65.10	\$15.23	\$34.39	\$10.62	\$0.00	\$865.62
			\$0.00	\$0.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00		
10000 Mayer, Kathy A 3096	05/30/2014	1,422.62		.00	176.32	85.22	19.93	46.73	14.03	106.27	974.12
			.00	.00	1,374.48	1,374.48	1,374.48	1,374.48	1,374.48		
		\$1,422.62	\$0.00	\$0.00	\$176.32	\$85.22	\$19.93	\$46.73	\$14.03	\$106.27	\$974.12
			\$0.00	\$0.00	\$1,374.48	\$1,374.48	\$1,374.48	\$1,374.48	\$1,374.48		
10000 Owens, Sue 0370	05/30/2014	2,040.03		.00	231.36	124.13	29.03	66.54	20.55	112.76	1,455.66
			.00	.00	1,957.13	2,002.13	2,002.13	1,957.13	1,957.13		
		\$2,040.03	\$0.00	\$0.00	\$231.36	\$124.13	\$29.03	\$66.54	\$20.55	\$112.76	\$1,455.66
			\$0.00	\$0.00	\$1,957.13	\$2,002.13	\$2,002.13	\$1,957.13	\$1,957.13		



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 CFRD - Community & Family Resources											
759 Reese, Maqube R	05/30/2014	264.00		.00	.00	16.37	3.83	7.67	2.37	.00	233.76
			.00	.00	264.00	264.00	264.00	264.00	264.00		
		\$264.00	\$0.00	\$0.00	\$0.00	\$16.37	\$3.83	\$7.67	\$2.37	\$0.00	\$233.76
		\$0.00	\$0.00	\$0.00	\$264.00	\$264.00	\$264.00	\$264.00	\$264.00		
10000 Savich, Elizabeth D 0433	05/30/2014	2,073.61		.00	96.21	105.84	24.76	28.58	8.83	1,270.25	539.14
			.00	.00	840.46	1,707.12	1,707.12	840.46	840.46		
		\$2,073.61	\$0.00	\$0.00	\$96.21	\$105.84	\$24.76	\$28.58	\$8.83	\$1,270.25	\$539.14
		\$0.00	\$0.00	\$0.00	\$840.46	\$1,707.12	\$1,707.12	\$840.46	\$840.46		
10000 Schaich, Lucy 0434	05/30/2014	1,727.57		.00	170.01	104.25	24.38	57.17	17.66	62.93	1,291.17
			.00	.00	1,681.50	1,681.50	1,681.50	1,681.50	1,681.50		
		\$1,727.57	\$0.00	\$0.00	\$170.01	\$104.25	\$24.38	\$57.17	\$17.66	\$62.93	\$1,291.17
		\$0.00	\$0.00	\$0.00	\$1,681.50	\$1,681.50	\$1,681.50	\$1,681.50	\$1,681.50		
542 Terrazas, Lylian	05/30/2014	225.00		.00	.00	13.95	3.25	7.65	2.36	.00	197.79
			.00	.00	225.00	225.00	225.00	225.00	225.00		
		\$225.00	\$0.00	\$0.00	\$0.00	\$13.95	\$3.25	\$7.65	\$2.36	\$0.00	\$197.79
		\$0.00	\$0.00	\$0.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00		
10000 Woolery, Nancy 0530	05/30/2014	2,028.85		.00	201.44	120.76	28.25	64.58	19.94	128.02	1,465.86
			.00	.00	1,937.86	1,947.86	1,947.86	1,937.86	1,937.86		
		\$2,028.85	\$0.00	\$0.00	\$201.44	\$120.76	\$28.25	\$64.58	\$19.94	\$128.02	\$1,465.86
		\$0.00	\$0.00	\$0.00	\$1,937.86	\$1,947.86	\$1,947.86	\$1,937.86	\$1,937.86		
Department CFRD - Community &		\$19,606.33	\$0.00	\$0.00	\$1,956.13	\$1,148.49	\$268.61	\$576.36	\$177.54	\$2,744.04	\$12,735.16
			\$0.00	\$0.00	\$17,177.75	\$18,524.41	\$18,524.41	\$17,177.75	\$17,177.75		



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Clerk - Clerk											
10000 Bolden, F Nicole 3502	05/30/2014	825.23		.00	12.96	39.39	9.21	17.68	5.46	226.62	513.91
			.00	.00	635.32	635.32	635.32	635.32	635.32		
		\$825.23	\$0.00	\$0.00	\$12.96	\$39.39	\$9.21	\$17.68	\$5.46	\$226.62	\$513.91
699 Larabee, Andrew J	05/30/2014	552.75		.00	18.74	34.26	8.02	17.49	5.40	.00	468.84
			.00	.00	552.75	552.75	552.75	552.75	552.75		
		\$552.75	\$0.00	\$0.00	\$18.74	\$34.26	\$8.02	\$17.49	\$5.40	\$0.00	\$468.84
10000 Moore, Regina M 0349	05/30/2014	1,952.79		.00	191.97	113.33	26.50	62.15	19.19	131.67	1,407.98
			.00	.00	1,827.86	1,827.86	1,827.86	1,827.86	1,827.86		
		\$1,952.79	\$0.00	\$0.00	\$191.97	\$113.33	\$26.50	\$62.15	\$19.19	\$131.67	\$1,407.98
10000 Wanzer, Susan P 0502	05/30/2014	1,125.44		.00	53.39	61.60	14.40	32.47	10.03	153.61	799.94
			.00	.00	993.56	993.56	993.56	993.56	993.56		
		\$1,125.44	\$0.00	\$0.00	\$53.39	\$61.60	\$14.40	\$32.47	\$10.03	\$153.61	\$799.94
			\$0.00	\$0.00	\$993.56	\$993.56	\$993.56	\$993.56	\$993.56		
Department Clerk - Clerk Totals		\$4,456.21	\$0.00	\$0.00	\$277.06	\$248.58	\$58.13	\$129.79	\$40.08	\$511.90	\$3,190.67
			\$0.00	\$0.00	\$4,009.49	\$4,009.49	\$4,009.49	\$4,009.49	\$4,009.49		



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 Baker, Julie 3138	05/30/2014	1,252.59		.00	146.03	73.11	17.10	43.73	11.96	129.63	831.03
			.00	.00	1,139.24	1,179.24	1,179.24	1,139.24	1,139.24		
		\$1,252.59	\$0.00	\$0.00	\$146.03	\$73.11	\$17.10	\$43.73	\$11.96	\$129.63	\$831.03
			\$0.00	\$0.00	\$1,139.24	\$1,179.24	\$1,179.24	\$1,139.24	\$1,139.24		
742 Kaylor, Emily E	05/30/2014	430.00		.00	.00	26.66	6.24	14.62	4.52	.00	377.96
			.00	.00	430.00	430.00	430.00	430.00	430.00		
		\$430.00	\$0.00	\$0.00	\$0.00	\$26.66	\$6.24	\$14.62	\$4.52	\$0.00	\$377.96
			\$0.00	\$0.00	\$430.00	\$430.00	\$430.00	\$430.00	\$430.00		
10000 McGlothlin, Kelly S 0331	05/30/2014	1,628.08		.00	200.32	92.56	21.64	49.91	15.41	173.08	1,075.16
			.00	.00	1,467.81	1,492.81	1,492.81	1,467.81	1,467.81		
		\$1,628.08	\$0.00	\$0.00	\$200.32	\$92.56	\$21.64	\$49.91	\$15.41	\$173.08	\$1,075.16
			\$0.00	\$0.00	\$1,467.81	\$1,492.81	\$1,492.81	\$1,467.81	\$1,467.81		
10000 McMillian, Jeffrey D 0335	05/30/2014	2,443.74		.00	346.52	142.08	33.23	124.51	23.01	304.77	1,469.62
			.00	.00	2,191.53	2,291.53	2,291.53	2,191.53	2,191.53		
		\$2,443.74	\$0.00	\$0.00	\$346.52	\$142.08	\$33.23	\$124.51	\$23.01	\$304.77	\$1,469.62
			\$0.00	\$0.00	\$2,191.53	\$2,291.53	\$2,291.53	\$2,191.53	\$2,191.53		
10000 Mitchner, Tamara 1316	05/30/2014	2,030.19		.00	309.01	123.81	28.95	66.20	20.44	128.82	1,352.96
			.00	.00	1,947.02	1,997.02	1,997.02	1,947.02	1,947.02		
		\$2,030.19	\$0.00	\$0.00	\$309.01	\$123.81	\$28.95	\$66.20	\$20.44	\$128.82	\$1,352.96
			\$0.00	\$0.00	\$1,947.02	\$1,997.02	\$1,997.02	\$1,947.02	\$1,947.02		
545 Slater, Donna S	05/30/2014	2,746.16		.00	254.52	147.89	34.58	79.79	24.64	370.39	1,834.35
			.00	.00	2,385.24	2,385.24	2,385.24	2,385.24	2,385.24		
		\$2,746.16	\$0.00	\$0.00	\$254.52	\$147.89	\$34.58	\$79.79	\$24.64	\$370.39	\$1,834.35
			\$0.00	\$0.00	\$2,385.24	\$2,385.24	\$2,385.24	\$2,385.24	\$2,385.24		
434 West, Susan L	05/30/2014	3,265.77		.00	374.22	188.66	44.12	103.46	31.95	250.16	2,273.20
			.00	.00	3,042.91	3,042.91	3,042.91	3,042.91	3,042.91		
		\$3,265.77	\$0.00	\$0.00	\$374.22	\$188.66	\$44.12	\$103.46	\$31.95	\$250.16	\$2,273.20
			\$0.00	\$0.00	\$3,042.91	\$3,042.91	\$3,042.91	\$3,042.91	\$3,042.91		
Department Controller - Controller		\$13,796.53	\$0.00	\$0.00	\$1,630.62	\$794.77	\$185.86	\$482.22	\$131.93	\$1,356.85	\$9,214.28
			\$0.00	\$0.00	\$12,603.75	\$12,818.75	\$12,818.75	\$12,603.75	\$12,603.75		



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 Council - Council											
577 Brewington, Grace A	05/30/2014	468.00		.00	40.34	29.02	6.80	15.91	4.91	.00	371.02
			.00	.00	468.00	468.00	468.00	468.00	468.00		
		\$468.00		\$0.00	\$40.34	\$29.02	\$6.80	\$15.91	\$4.91	\$0.00	\$371.02
			\$0.00	\$0.00	\$468.00	\$468.00	\$468.00	\$468.00	\$468.00		
231 Granger, Dorothy J	05/30/2014	561.83		.00	24.95	29.41	6.88	14.82	4.58	87.37	393.82
			.00	.00	474.46	474.46	474.46	474.46	474.46		
		\$561.83		\$0.00	\$24.95	\$29.41	\$6.88	\$14.82	\$4.58	\$87.37	\$393.82
			\$0.00	\$0.00	\$474.46	\$474.46	\$474.46	\$474.46	\$474.46		
10000 Mayer, Timothy 0327	05/30/2014	561.83		.00	29.89	23.78	5.56	13.04	4.03	178.33	307.20
			.00	.00	383.50	383.50	383.50	383.50	383.50		
		\$561.83		\$0.00	\$29.89	\$23.78	\$5.56	\$13.04	\$4.03	\$178.33	\$307.20
			\$0.00	\$0.00	\$383.50	\$383.50	\$383.50	\$383.50	\$383.50		
229 Neher, Darryl R	05/30/2014	561.83		.00	10.22	34.83	8.14	17.79	5.50	.00	485.35
			.00	.00	561.83	561.83	561.83	561.83	561.83		
		\$561.83		\$0.00	\$10.22	\$34.83	\$8.14	\$17.79	\$5.50	\$0.00	\$485.35
			\$0.00	\$0.00	\$561.83	\$561.83	\$561.83	\$561.83	\$561.83		
10000 Rhoads, Stacy Jane 2283	05/30/2014	1,980.41		.00	261.43	120.72	28.23	63.19	19.52	90.17	1,397.15
			.00	.00	1,897.07	1,947.07	1,947.07	1,897.07	1,897.07		
		\$1,980.41		\$0.00	\$261.43	\$120.72	\$28.23	\$63.19	\$19.52	\$90.17	\$1,397.15
			\$0.00	\$0.00	\$1,897.07	\$1,947.07	\$1,947.07	\$1,897.07	\$1,897.07		
10000 Rollo, David R 1776	05/30/2014	561.83		.00	10.22	34.83	8.14	17.79	5.50	.00	485.35
			.00	.00	561.83	561.83	561.83	561.83	561.83		
		\$561.83		\$0.00	\$10.22	\$34.83	\$8.14	\$17.79	\$5.50	\$0.00	\$485.35
			\$0.00	\$0.00	\$561.83	\$561.83	\$561.83	\$561.83	\$561.83		
10000 Ruff, Andrew J 0422	05/30/2014	561.83		.00	135.58	27.05	6.33	13.53	4.18	125.56	249.60
			.00	.00	436.27	436.27	436.27	436.27	436.27		
		\$561.83		\$0.00	\$135.58	\$27.05	\$6.33	\$13.53	\$4.18	\$125.56	\$249.60
			\$0.00	\$0.00	\$436.27	\$436.27	\$436.27	\$436.27	\$436.27		
10000 Sandberg, Susan J 2577	05/30/2014	561.83		.00	93.89	34.62	8.10	17.68	5.46	3.52	398.56
			.00	.00	558.31	558.31	558.31	558.31	558.31		
		\$561.83		\$0.00	\$93.89	\$34.62	\$8.10	\$17.68	\$5.46	\$3.52	\$398.56



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 Council - Council											
			\$0.00	\$0.00	\$558.31	\$558.31	\$558.31	\$558.31	\$558.31		
10000 Sherman, Daniel 0448	05/30/2014	3,070.25		.00	250.00	180.05	42.11	90.00	21.16	1,065.90	1,421.03
			.00	.00	2,014.94	2,904.13	2,904.13	2,014.94	2,014.94		
		\$3,070.25	\$0.00	\$0.00	\$250.00	\$180.05	\$42.11	\$90.00	\$21.16	\$1,065.90	\$1,421.03
			\$0.00	\$0.00	\$2,014.94	\$2,904.13	\$2,904.13	\$2,014.94	\$2,014.94		
230 Spechler, Martin C	05/30/2014	561.83		.00	10.22	34.83	8.14	17.79	5.50	.00	485.35
			.00	.00	561.83	561.83	561.83	561.83	561.83		
		\$561.83	\$0.00	\$0.00	\$10.22	\$34.83	\$8.14	\$17.79	\$5.50	\$0.00	\$485.35
			\$0.00	\$0.00	\$561.83	\$561.83	\$561.83	\$561.83	\$561.83		
10000 Sturbaum, Chris W 2037	05/30/2014	561.83		.00	79.92	31.54	7.38	14.68	4.53	53.05	370.73
			.00	.00	508.78	508.78	508.78	508.78	508.78		
		\$561.83	\$0.00	\$0.00	\$79.92	\$31.54	\$7.38	\$14.68	\$4.53	\$53.05	\$370.73
			\$0.00	\$0.00	\$508.78	\$508.78	\$508.78	\$508.78	\$508.78		
10000 Volan, Stephen G 2038	05/30/2014	561.83		.00	20.69	26.77	6.27	13.38	4.13	129.97	360.62
			.00	.00	431.86	431.86	431.86	431.86	431.86		
		\$561.83	\$0.00	\$0.00	\$20.69	\$26.77	\$6.27	\$13.38	\$4.13	\$129.97	\$360.62
			\$0.00	\$0.00	\$431.86	\$431.86	\$431.86	\$431.86	\$431.86		
Department Council - Council Totals		\$10,575.13	\$0.00	\$0.00	\$967.35	\$607.45	\$142.08	\$309.60	\$89.00	\$1,733.87	\$6,725.78
			\$0.00	\$0.00	\$8,858.68	\$9,797.87	\$9,797.87	\$8,858.68	\$8,858.68		



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Eng - Engineering											
10000 Alexander, Richard L 1327	05/30/2014	2,026.26		.00	129.91	111.28	26.03	56.32	16.59	371.91	1,314.22
			.00	.00	1,694.92	1,794.92	1,794.92	1,694.92	1,694.92		
		\$2,026.26	\$0.00	\$0.00	\$129.91	\$111.28	\$26.03	\$56.32	\$16.59	\$371.91	\$1,314.22
			\$0.00	\$0.00	\$1,694.92	\$1,794.92	\$1,794.92	\$1,694.92	\$1,694.92		
10000 Aten, Roy E 0055	05/30/2014	1,615.89		.00	89.33	86.24	20.17	49.68	13.80	267.45	1,089.22
			.00	.00	1,391.07	1,391.07	1,391.07	1,391.07	1,391.07		
		\$1,615.89	\$0.00	\$0.00	\$89.33	\$86.24	\$20.17	\$49.68	\$13.80	\$267.45	\$1,089.22
			\$0.00	\$0.00	\$1,391.07	\$1,391.07	\$1,391.07	\$1,391.07	\$1,391.07		
10000 Heerdink, Jeffrey K 0241	05/30/2014	1,762.87		.00	252.11	106.61	24.93	58.46	34.05	61.60	1,225.11
			.00	.00	1,719.42	1,719.42	1,719.42	1,719.42	1,719.42		
		\$1,762.87	\$0.00	\$0.00	\$252.11	\$106.61	\$24.93	\$58.46	\$34.05	\$61.60	\$1,225.11
			\$0.00	\$0.00	\$1,719.42	\$1,719.42	\$1,719.42	\$1,719.42	\$1,719.42		
10000 Kehrberg, Paul 3083	05/30/2014	1,308.92		.00	158.58	78.20	18.29	42.71	13.19	77.05	920.90
			.00	.00	1,256.27	1,261.27	1,261.27	1,256.27	1,256.27		
		\$1,308.92	\$0.00	\$0.00	\$158.58	\$78.20	\$18.29	\$42.71	\$13.19	\$77.05	\$920.90
			\$0.00	\$0.00	\$1,256.27	\$1,261.27	\$1,261.27	\$1,256.27	\$1,256.27		
10000 Smethurst, Matthew L 0456	05/30/2014	1,766.31		.00	130.02	96.43	22.55	51.57	15.93	223.42	1,226.39
			.00	.00	1,555.26	1,555.26	1,555.26	1,555.26	1,555.26		
		\$1,766.31	\$0.00	\$0.00	\$130.02	\$96.43	\$22.55	\$51.57	\$15.93	\$223.42	\$1,226.39
			\$0.00	\$0.00	\$1,555.26	\$1,555.26	\$1,555.26	\$1,555.26	\$1,555.26		
Department Eng - Engineering Totals		\$8,480.25	\$0.00	\$0.00	\$759.95	\$478.76	\$111.97	\$258.74	\$93.56	\$1,001.43	\$5,775.84
			\$0.00	\$0.00	\$7,616.94	\$7,721.94	\$7,721.94	\$7,616.94	\$7,616.94		



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ESD - Economic & Sustainable Dev											
10000 Alano Martin, Danise C 2337	05/30/2014	3,136.66		.00	570.51	185.07	43.28	100.18	30.94	164.36	2,042.32
			.00	.00	2,984.99	2,984.99	2,984.99	2,984.99	2,984.99		
		\$3,136.66		\$0.00	\$570.51	\$185.07	\$43.28	\$100.18	\$30.94	\$164.36	\$2,042.32
			\$0.00	\$0.00	\$2,984.99	\$2,984.99	\$2,984.99	\$2,984.99	\$2,984.99		
10000 Bauer, Jacqueline M 2288	05/30/2014	2,020.83		.00	110.90	125.73	29.40	47.24	14.99	600.00	1,092.57
			.00	.00	1,427.80	2,027.80	2,027.80	1,427.80	1,427.80		
		\$2,020.83		\$0.00	\$110.90	\$125.73	\$29.40	\$47.24	\$14.99	\$600.00	\$1,092.57
			\$0.00	\$0.00	\$1,427.80	\$2,027.80	\$2,027.80	\$1,427.80	\$1,427.80		
744 Bredeson, Andrew J	05/30/2014	190.00		.00	.00	11.78	2.76	5.15	1.59	.00	168.72
			.00	.00	190.00	190.00	190.00	190.00	190.00		
		\$190.00		\$0.00	\$0.00	\$11.78	\$2.76	\$5.15	\$1.59	\$0.00	\$168.72
			\$0.00	\$0.00	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00		
445 Carnes, Jason C	05/30/2014	2,117.48		.00	206.01	119.13	27.86	65.33	20.18	212.21	1,466.76
			.00	.00	1,921.46	1,921.46	1,921.46	1,921.46	1,921.46		
		\$2,117.48		\$0.00	\$206.01	\$119.13	\$27.86	\$65.33	\$20.18	\$212.21	\$1,466.76
			\$0.00	\$0.00	\$1,921.46	\$1,921.46	\$1,921.46	\$1,921.46	\$1,921.46		
10000 Michaelsen, Miah F 2999	05/30/2014	2,117.50		.00	35.27	131.29	30.71	40.63	12.55	884.00	983.05
			.00	.00	1,233.50	2,117.50	2,117.50	1,233.50	1,233.50		
		\$2,117.50		\$0.00	\$35.27	\$131.29	\$30.71	\$40.63	\$12.55	\$884.00	\$983.05
			\$0.00	\$0.00	\$1,233.50	\$2,117.50	\$2,117.50	\$1,233.50	\$1,233.50		
Department ESD - Economic &		\$9,582.47		\$0.00	\$922.69	\$573.00	\$134.01	\$258.53	\$80.25	\$1,860.57	\$5,753.42
			\$0.00	\$0.00	\$7,757.75	\$9,241.75	\$9,241.75	\$7,757.75	\$7,757.75		



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 Facilities - Facilities Maintenance											
10000 Collins, Barry 0111	05/30/2014	2,126.11		.00	229.85	128.98	30.17	70.73	21.84	71.91	1,572.63
			.00	.00	2,080.40	2,080.40	2,080.40	2,080.40	2,080.40		
		\$2,126.11	\$0.00	\$0.00	\$229.85	\$128.98	\$30.17	\$70.73	\$21.84	\$71.91	\$1,572.63
678 Crowe, Ronald	05/30/2014	578.88		.00	56.98	35.89	8.40	19.68	6.08	.00	451.85
			.00	.00	578.88	578.88	578.88	578.88	578.88		
		\$578.88	\$0.00	\$0.00	\$56.98	\$35.89	\$8.40	\$19.68	\$6.08	\$0.00	\$451.85
10000 Flake, Russell K 3642	05/30/2014	1,491.20		.00	196.34	92.77	21.69	50.88	15.71	84.15	1,029.66
			.00	.00	1,496.34	1,496.34	1,496.34	1,496.34	1,496.34		
		\$1,491.20	\$0.00	\$0.00	\$196.34	\$92.77	\$21.69	\$50.88	\$15.71	\$84.15	\$1,029.66
708 Franklin, Donald Perry	05/30/2014	771.84		.00	85.92	47.84	11.19	26.24	8.10	.00	592.55
			.00	.00	771.84	771.84	771.84	771.84	771.84		
		\$771.84	\$0.00	\$0.00	\$85.92	\$47.84	\$11.19	\$26.24	\$8.10	\$0.00	\$592.55
709 Linwood, Justin A	05/30/2014	771.84		.00	.00	47.84	11.19	22.32	6.89	270.00	413.60
			.00	.00	771.84	771.84	771.84	771.84	771.84		
		\$771.84	\$0.00	\$0.00	\$0.00	\$47.84	\$11.19	\$22.32	\$6.89	\$270.00	\$413.60
444 Remillard, Peter G	05/30/2014	630.00		.00	43.59	39.06	9.14	21.42	6.62	.00	510.17
			.00	.00	630.00	630.00	630.00	630.00	630.00		
		\$630.00	\$0.00	\$0.00	\$43.59	\$39.06	\$9.14	\$21.42	\$6.62	\$0.00	\$510.17
504 Swinney, Matthew P	05/30/2014	578.88		.00	21.35	35.89	8.40	18.37	5.67	.00	489.20
			.00	.00	578.88	578.88	578.88	578.88	578.88		
		\$578.88	\$0.00	\$0.00	\$21.35	\$35.89	\$8.40	\$18.37	\$5.67	\$0.00	\$489.20
10000 Wallock, Barry G 3578	05/30/2014	1,239.14		.00	129.57	74.60	17.45	39.60	12.23	63.15	902.54
			.00	.00	1,203.25	1,203.25	1,203.25	1,203.25	1,203.25		
		\$1,239.14	\$0.00	\$0.00	\$129.57	\$74.60	\$17.45	\$39.60	\$12.23	\$63.15	\$902.54
Department Facilities - Facilities		\$8,187.89	\$0.00	\$0.00	\$763.60	\$502.87	\$117.63	\$269.24	\$83.14	\$489.21	\$5,962.20



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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	\$8,111.43	\$8,111.43	\$8,111.43	\$8,111.43	\$8,111.43		
Department Fleet - Fleet Maintenance											
10000 Ayers, John W 3000	05/30/2014	2,033.60		.00	273.35	109.40	25.59	69.99	18.53	352.76	1,183.98
			.00	.00	1,764.38	1,764.38	1,764.38	1,764.38	1,764.38		
		\$2,033.60	\$0.00	\$0.00	\$273.35	\$109.40	\$25.59	\$69.99	\$18.53	\$352.76	\$1,183.98
			\$0.00	\$0.00	\$1,764.38	\$1,764.38	\$1,764.38	\$1,764.38	\$1,764.38		
10000 Bowlen, Lisa R 0074	05/30/2014	1,412.31		.00	162.87	80.90	18.92	43.68	13.49	132.37	960.08
			.00	.00	1,284.81	1,304.81	1,304.81	1,284.81	1,284.81		
		\$1,412.31	\$0.00	\$0.00	\$162.87	\$80.90	\$18.92	\$43.68	\$13.49	\$132.37	\$960.08
			\$0.00	\$0.00	\$1,284.81	\$1,304.81	\$1,304.81	\$1,284.81	\$1,284.81		
10000 Goble, Scott D 0210	05/30/2014	2,231.20		.00	244.45	135.02	31.58	74.04	22.87	142.11	1,581.13
			.00	.00	2,177.73	2,177.73	2,177.73	2,177.73	2,177.73		
		\$2,231.20	\$0.00	\$0.00	\$244.45	\$135.02	\$31.58	\$74.04	\$22.87	\$142.11	\$1,581.13
			\$0.00	\$0.00	\$2,177.73	\$2,177.73	\$2,177.73	\$2,177.73	\$2,177.73		
10000 Hodge, William E 3649	05/30/2014	1,988.80		.00	320.74	123.62	28.91	67.79	25.92	171.72	1,250.10
			.00	.00	1,993.94	1,993.94	1,993.94	1,993.94	1,993.94		
		\$1,988.80	\$0.00	\$0.00	\$320.74	\$123.62	\$28.91	\$67.79	\$25.92	\$171.72	\$1,250.10
			\$0.00	\$0.00	\$1,993.94	\$1,993.94	\$1,993.94	\$1,993.94	\$1,993.94		
10000 Kerr, William C 3369	05/30/2014	2,150.40		.00	148.05	103.88	24.29	54.35	16.79	663.55	1,139.49
			.00	.00	1,675.49	1,675.49	1,675.49	1,675.49	1,675.49		
		\$2,150.40	\$0.00	\$0.00	\$148.05	\$103.88	\$24.29	\$54.35	\$16.79	\$663.55	\$1,139.49
			\$0.00	\$0.00	\$1,675.49	\$1,675.49	\$1,675.49	\$1,675.49	\$1,675.49		
10000 Lazell, Lisa 0304	05/30/2014	1,532.53		.00	171.26	91.83	21.47	49.05	34.56	75.63	1,088.73
			.00	.00	1,481.17	1,481.17	1,481.17	1,481.17	1,481.17		
		\$1,532.53	\$0.00	\$0.00	\$171.26	\$91.83	\$21.47	\$49.05	\$34.56	\$75.63	\$1,088.73
			\$0.00	\$0.00	\$1,481.17	\$1,481.17	\$1,481.17	\$1,481.17	\$1,481.17		
10000 Rushton, Bradley C 2061	05/30/2014	2,284.40		.00	348.99	130.63	30.54	71.64	22.12	289.03	1,391.45
			.00	.00	2,106.92	2,106.92	2,106.92	2,106.92	2,106.92		
		\$2,284.40	\$0.00	\$0.00	\$348.99	\$130.63	\$30.54	\$71.64	\$22.12	\$289.03	\$1,391.45
			\$0.00	\$0.00	\$2,106.92	\$2,106.92	\$2,106.92	\$2,106.92	\$2,106.92		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Fleet - Fleet Maintenance											
10000 Sharp, Keith L 0445	05/30/2014	2,436.62		.00	243.87	134.78	31.53	73.91	22.83	345.09	1,584.61
			.00	.00	2,173.86	2,173.86	2,173.86	2,173.86	2,173.86		
		\$2,436.62		\$0.00	\$243.87	\$134.78	\$31.53	\$73.91	\$22.83	\$345.09	\$1,584.61
			\$0.00	\$0.00	\$2,173.86	\$2,173.86	\$2,173.86	\$2,173.86	\$2,173.86		
10000 Young, Michael K 0537	05/30/2014	2,267.37		.00	381.89	138.79	32.46	76.11	23.50	36.65	1,577.97
			.00	.00	2,238.54	2,238.54	2,238.54	2,238.54	2,238.54		
		\$2,267.37		\$0.00	\$381.89	\$138.79	\$32.46	\$76.11	\$23.50	\$36.65	\$1,577.97
			\$0.00	\$0.00	\$2,238.54	\$2,238.54	\$2,238.54	\$2,238.54	\$2,238.54		
Department Fleet - Fleet Maintenance											
		\$18,337.23		\$0.00	\$2,295.47	\$1,048.85	\$245.29	\$580.56	\$200.61	\$2,208.91	\$11,757.54
			\$0.00	\$0.00	\$16,896.84	\$16,916.84	\$16,916.84	\$16,896.84	\$16,896.84		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HR - Human Resources											
10000 Chestnut, Janice E 0103	05/30/2014	1,708.80		.00	212.57	99.17	23.19	49.28	15.22	273.47	1,035.90
			.00	.00	1,449.53	1,599.53	1,599.53	1,449.53	1,449.53		
		\$1,708.80	\$0.00	\$0.00	\$212.57	\$99.17	\$23.19	\$49.28	\$15.22	\$273.47	\$1,035.90
			\$0.00	\$0.00	\$1,449.53	\$1,599.53	\$1,599.53	\$1,449.53	\$1,449.53		
44 Gill, Usha P	05/30/2014	226.50		.00	.00	14.05	3.28	6.39	1.97	.00	200.81
			.00	.00	226.50	226.50	226.50	226.50	226.50		
		\$226.50	\$0.00	\$0.00	\$0.00	\$14.05	\$3.28	\$6.39	\$1.97	\$0.00	\$200.81
			\$0.00	\$0.00	\$226.50	\$226.50	\$226.50	\$226.50	\$226.50		
10000 Richardson, Bryne K 3309	05/30/2014	247.26		.00	2.23	15.33	3.59	7.10	2.19	.00	216.82
			.00	.00	247.26	247.26	247.26	247.26	247.26		
		\$247.26	\$0.00	\$0.00	\$2.23	\$15.33	\$3.59	\$7.10	\$2.19	\$0.00	\$216.82
			\$0.00	\$0.00	\$247.26	\$247.26	\$247.26	\$247.26	\$247.26		
498 Russey, Samantha	05/30/2014	1,176.80		.00	139.14	69.85	16.33	38.31	11.83	50.17	851.17
			.00	.00	1,126.63	1,126.63	1,126.63	1,126.63	1,126.63		
		\$1,176.80	\$0.00	\$0.00	\$139.14	\$69.85	\$16.33	\$38.31	\$11.83	\$50.17	\$851.17
			\$0.00	\$0.00	\$1,126.63	\$1,126.63	\$1,126.63	\$1,126.63	\$1,126.63		
10000 Sims, Doris J 0453	05/30/2014	3,265.77		.00	559.92	197.85	46.27	105.10	32.46	192.83	2,131.34
			.00	.00	3,091.04	3,191.04	3,191.04	3,091.04	3,091.04		
		\$3,265.77	\$0.00	\$0.00	\$559.92	\$197.85	\$46.27	\$105.10	\$32.46	\$192.83	\$2,131.34
			\$0.00	\$0.00	\$3,091.04	\$3,191.04	\$3,191.04	\$3,091.04	\$3,091.04		
401 Stedman, Kathleen D	05/30/2014	2,020.39		.00	248.52	107.26	25.08	56.66	17.50	329.09	1,236.28
			.00	.00	1,705.05	1,730.05	1,730.05	1,705.05	1,705.05		
		\$2,020.39	\$0.00	\$0.00	\$248.52	\$107.26	\$25.08	\$56.66	\$17.50	\$329.09	\$1,236.28
			\$0.00	\$0.00	\$1,705.05	\$1,730.05	\$1,730.05	\$1,705.05	\$1,705.05		
402 Thomas, Ginger R	05/30/2014	2,353.84		.00	322.23	132.69	31.04	71.46	22.07	254.76	1,519.59
			.00	.00	2,140.25	2,140.25	2,140.25	2,140.25	2,140.25		
		\$2,353.84	\$0.00	\$0.00	\$322.23	\$132.69	\$31.04	\$71.46	\$22.07	\$254.76	\$1,519.59
			\$0.00	\$0.00	\$2,140.25	\$2,140.25	\$2,140.25	\$2,140.25	\$2,140.25		
Department HR - Human Resources		\$10,999.36	\$0.00	\$0.00	\$1,484.61	\$636.20	\$148.78	\$334.30	\$103.24	\$1,100.32	\$7,191.91
			\$0.00	\$0.00	\$9,986.26	\$10,261.26	\$10,261.26	\$9,986.26	\$9,986.26		



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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 Bowlen, Kevin M 1824	05/30/2014	1,627.73		.00	156.51	94.44	22.08	50.48	15.59	153.28	1,135.35
			.00	.00	1,523.18	1,523.18	1,523.18	1,523.18	1,523.18		
		\$1,627.73	\$0.00	\$0.00	\$156.51	\$94.44	\$22.08	\$50.48	\$15.59	\$153.28	\$1,135.35
			\$0.00	\$0.00	\$1,523.18	\$1,523.18	\$1,523.18	\$1,523.18	\$1,523.18		
738 Britton, Joshua W	05/30/2014	468.40		.00	10.00	29.04	6.79	25.93	6.09	.00	390.55
			.00	.00	468.40	468.40	468.40	468.40	468.40		
		\$468.40	\$0.00	\$0.00	\$10.00	\$29.04	\$6.79	\$25.93	\$6.09	\$0.00	\$390.55
			\$0.00	\$0.00	\$468.40	\$468.40	\$468.40	\$468.40	\$468.40		
10000 Brown, Emily J 2985	05/30/2014	1,656.13		.00	206.43	96.82	22.64	50.94	15.73	130.08	1,133.49
			.00	.00	1,536.67	1,561.67	1,561.67	1,536.67	1,536.67		
		\$1,656.13	\$0.00	\$0.00	\$206.43	\$96.82	\$22.64	\$50.94	\$15.73	\$130.08	\$1,133.49
			\$0.00	\$0.00	\$1,536.67	\$1,561.67	\$1,561.67	\$1,536.67	\$1,536.67		
10000 Dietz, Richard B 2301	05/30/2014	3,136.66		.00	548.79	188.89	44.18	102.27	31.58	113.17	2,107.78
			.00	.00	3,046.49	3,046.49	3,046.49	3,046.49	3,046.49		
		\$3,136.66	\$0.00	\$0.00	\$548.79	\$188.89	\$44.18	\$102.27	\$31.58	\$113.17	\$2,107.78
			\$0.00	\$0.00	\$3,046.49	\$3,046.49	\$3,046.49	\$3,046.49	\$3,046.49		
10000 Eubank, Debra A 0180	05/30/2014	1,758.57		.00	172.05	100.84	23.58	49.23	15.20	355.87	1,041.80
			.00	.00	1,486.39	1,626.39	1,626.39	1,486.39	1,486.39		
		\$1,758.57	\$0.00	\$0.00	\$172.05	\$100.84	\$23.58	\$49.23	\$15.20	\$355.87	\$1,041.80
			\$0.00	\$0.00	\$1,486.39	\$1,626.39	\$1,626.39	\$1,486.39	\$1,486.39		
10000 Gilliland, Linda 0207	05/30/2014	1,975.48		.00	173.51	108.80	25.45	57.96	17.90	318.52	1,273.34
			.00	.00	1,704.82	1,754.82	1,754.82	1,704.82	1,704.82		
		\$1,975.48	\$0.00	\$0.00	\$173.51	\$108.80	\$25.45	\$57.96	\$17.90	\$318.52	\$1,273.34
			\$0.00	\$0.00	\$1,704.82	\$1,754.82	\$1,754.82	\$1,704.82	\$1,704.82		
10000 Goodman, James R 0213	05/30/2014	1,688.84		.00	234.43	102.22	23.90	56.05	17.31	40.17	1,214.76
			.00	.00	1,648.67	1,648.67	1,648.67	1,648.67	1,648.67		
		\$1,688.84	\$0.00	\$0.00	\$234.43	\$102.22	\$23.90	\$56.05	\$17.31	\$40.17	\$1,214.76
			\$0.00	\$0.00	\$1,648.67	\$1,648.67	\$1,648.67	\$1,648.67	\$1,648.67		
10000 Goodwin, Justin E 2564	05/30/2014	1,606.20		.00	118.93	91.84	21.48	49.06	15.15	144.51	1,165.23
			.00	.00	1,481.33	1,481.33	1,481.33	1,481.33	1,481.33		



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ITS - Information & Technology Service		\$1,606.20		\$0.00	\$118.93	\$91.84	\$21.48	\$49.06	\$15.15	\$144.51	\$1,165.23
			\$0.00	\$0.00	\$1,481.33	\$1,481.33	\$1,481.33	\$1,481.33	\$1,481.33		
10000 Haley, Laura M 0225	05/30/2014	2,481.61		.00	304.93	149.51	34.96	73.88	22.82	313.98	1,581.53
			.00	.00	2,211.44	2,411.44	2,411.44	2,211.44	2,211.44		
		\$2,481.61	\$0.00	\$0.00	\$304.93	\$149.51	\$34.96	\$73.88	\$22.82	\$313.98	\$1,581.53
10000 Hoffmann, Matthew M 3399	05/30/2014	1,533.44		.00	193.68	92.12	21.54	49.21	15.20	53.05	1,108.64
			.00	.00	1,485.68	1,485.68	1,485.68	1,485.68	1,485.68		
		\$1,533.44	\$0.00	\$0.00	\$193.68	\$92.12	\$21.54	\$49.21	\$15.20	\$53.05	\$1,108.64
549 Houts, Kyle E	05/30/2014	1,326.92		.00	42.79	64.84	15.16	32.94	10.17	285.64	875.38
			.00	.00	1,045.86	1,045.86	1,045.86	1,045.86	1,045.86		
		\$1,326.92	\$0.00	\$0.00	\$42.79	\$64.84	\$15.16	\$32.94	\$10.17	\$285.64	\$875.38
10000 Ingham, Nathan C 2476	05/30/2014	2,429.96		.00	337.33	147.30	34.45	74.82	23.11	229.30	1,583.65
			.00	.00	2,200.66	2,375.66	2,375.66	2,200.66	2,200.66		
		\$2,429.96	\$0.00	\$0.00	\$337.33	\$147.30	\$34.45	\$74.82	\$23.11	\$229.30	\$1,583.65
5 Morrow, Eric J	05/30/2014	2,142.07		.00	297.47	130.30	30.48	70.15	21.66	55.96	1,536.05
			.00	.00	2,101.60	2,101.60	2,101.60	2,101.60	2,101.60		
		\$2,142.07	\$0.00	\$0.00	\$297.47	\$130.30	\$30.48	\$70.15	\$21.66	\$55.96	\$1,536.05
737 Ratzburg, Joshua K	05/30/2014	365.13		.00	14.01	22.64	5.29	11.11	3.43	.00	308.65
			.00	.00	365.13	365.13	365.13	365.13	365.13		
		\$365.13	\$0.00	\$0.00	\$14.01	\$22.64	\$5.29	\$11.11	\$3.43	\$0.00	\$308.65
10000 Routon, Richard D 0420	05/30/2014	2,845.72		.00	504.25	175.34	41.01	97.75	28.64	135.00	1,863.73
			.00	.00	2,727.97	2,827.97	2,827.97	2,727.97	2,727.97		
		\$2,845.72	\$0.00	\$0.00	\$504.25	\$175.34	\$41.01	\$97.75	\$28.64	\$135.00	\$1,863.73
10000 Schertz, Alan 2504	05/30/2014	2,516.91		.00	308.49	147.50	34.49	66.13	20.42	580.67	1,359.21



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ITS - Information & Technology Service											
			.00	.00	1,944.92	2,378.92	2,378.92	1,944.92	1,944.92		
		\$2,516.91		\$0.00	\$308.49	\$147.50	\$34.49	\$66.13	\$20.42	\$580.67	\$1,359.21
			\$0.00	\$0.00	\$1,944.92	\$2,378.92	\$2,378.92	\$1,944.92	\$1,944.92		
10000 Sibó, Walid 1341	05/30/2014	2,318.92		.00	147.91	129.93	30.38	67.33	20.79	223.25	1,699.33
			.00	.00	2,095.67	2,095.67	2,095.67	2,095.67	2,095.67		
		\$2,318.92		\$0.00	\$147.91	\$129.93	\$30.38	\$67.33	\$20.79	\$223.25	\$1,699.33
			\$0.00	\$0.00	\$2,095.67	\$2,095.67	\$2,095.67	\$2,095.67	\$2,095.67		
594 Stier, Max C	05/30/2014	1,608.46		.00	131.49	88.32	20.66	48.44	23.08	202.59	1,093.88
			.00	.00	1,424.65	1,424.65	1,424.65	1,424.65	1,424.65		
		\$1,608.46		\$0.00	\$131.49	\$88.32	\$20.66	\$48.44	\$23.08	\$202.59	\$1,093.88
			\$0.00	\$0.00	\$1,424.65	\$1,424.65	\$1,424.65	\$1,424.65	\$1,424.65		
10000 Taylor, Charles S 2380	05/30/2014	2,960.71		.00	331.17	170.86	39.95	92.39	28.53	249.65	2,048.16
			.00	.00	2,755.85	2,755.85	2,755.85	2,755.85	2,755.85		
		\$2,960.71		\$0.00	\$331.17	\$170.86	\$39.95	\$92.39	\$28.53	\$249.65	\$2,048.16
			\$0.00	\$0.00	\$2,755.85	\$2,755.85	\$2,755.85	\$2,755.85	\$2,755.85		
Department ITS - Information &											
		\$36,447.86		\$0.00	\$4,234.17	\$2,131.55	\$498.47	\$1,126.07	\$352.40	\$3,584.69	\$24,520.51
			\$0.00	\$0.00	\$33,255.38	\$34,379.38	\$34,379.38	\$33,255.38	\$33,255.38		
Department Legal - Legal											
10000 Failey, Susan 0182	05/30/2014	2,070.60		.00	182.19	117.99	27.59	63.40	19.58	177.54	1,482.31
			.00	.00	1,903.06	1,903.06	1,903.06	1,903.06	1,903.06		
		\$2,070.60		\$0.00	\$182.19	\$117.99	\$27.59	\$63.40	\$19.58	\$177.54	\$1,482.31
			\$0.00	\$0.00	\$1,903.06	\$1,903.06	\$1,903.06	\$1,903.06	\$1,903.06		
10000 McKinney, Barbara E 0334	05/30/2014	2,851.74		.00	380.70	166.83	39.02	88.96	27.47	211.68	1,937.08
			.00	.00	2,654.90	2,690.90	2,690.90	2,654.90	2,654.90		
		\$2,851.74		\$0.00	\$380.70	\$166.83	\$39.02	\$88.96	\$27.47	\$211.68	\$1,937.08
			\$0.00	\$0.00	\$2,654.90	\$2,690.90	\$2,690.90	\$2,654.90	\$2,654.90		
10000 Moore, Jacquelyn F 2553	05/30/2014	2,561.66		.00	405.32	150.80	35.27	79.30	24.49	319.36	1,547.12
			.00	.00	2,332.25	2,432.25	2,432.25	2,332.25	2,332.25		
		\$2,561.66		\$0.00	\$405.32	\$150.80	\$35.27	\$79.30	\$24.49	\$319.36	\$1,547.12
			\$0.00	\$0.00	\$2,332.25	\$2,432.25	\$2,432.25	\$2,332.25	\$2,332.25		



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Legal - Legal											
10000 Renfrow, Vickie R 0404	05/30/2014	3,066.08		.00	382.78	179.80	42.05	98.60	30.45	226.71	2,105.69
			.00	.00	2,899.95	2,899.95	2,899.95	2,899.95	2,899.95		
		\$3,066.08		\$0.00	\$382.78	\$179.80	\$42.05	\$98.60	\$30.45	\$226.71	\$2,105.69
			\$0.00	\$0.00	\$2,899.95	\$2,899.95	\$2,899.95	\$2,899.95	\$2,899.95		
10000 Rice, Marjorie K 2956	05/30/2014	3,444.37		.00	343.17	188.23	44.02	95.11	29.37	693.88	2,050.59
			.00	.00	2,835.86	3,035.86	3,035.86	2,835.86	2,835.86		
		\$3,444.37		\$0.00	\$343.17	\$188.23	\$44.02	\$95.11	\$29.37	\$693.88	\$2,050.59
			\$0.00	\$0.00	\$2,835.86	\$3,035.86	\$3,035.86	\$2,835.86	\$2,835.86		
447 Small, Greg A	05/30/2014	2,805.00		.00	48.41	154.25	36.07	74.13	21.80	321.88	2,148.46
			.00	.00	2,487.97	2,487.97	2,487.97	2,487.97	2,487.97		
		\$2,805.00		\$0.00	\$48.41	\$154.25	\$36.07	\$74.13	\$21.80	\$321.88	\$2,148.46
			\$0.00	\$0.00	\$2,487.97	\$2,487.97	\$2,487.97	\$2,487.97	\$2,487.97		
10000 Toddy, Barbara L 0483	05/30/2014	1,484.09		.00	102.07	84.87	19.85	45.24	14.37	115.17	1,102.52
			.00	.00	1,368.92	1,368.92	1,368.92	1,368.92	1,368.92		
		\$1,484.09		\$0.00	\$102.07	\$84.87	\$19.85	\$45.24	\$14.37	\$115.17	\$1,102.52
			\$0.00	\$0.00	\$1,368.92	\$1,368.92	\$1,368.92	\$1,368.92	\$1,368.92		
10000 Whitlow, Heather G 3795	05/30/2014	1,602.76		.00	125.37	87.66	20.50	47.05	14.53	286.36	1,021.29
			.00	.00	1,383.90	1,413.90	1,413.90	1,383.90	1,383.90		
		\$1,602.76		\$0.00	\$125.37	\$87.66	\$20.50	\$47.05	\$14.53	\$286.36	\$1,021.29
			\$0.00	\$0.00	\$1,383.90	\$1,413.90	\$1,413.90	\$1,383.90	\$1,383.90		
Department Legal - Legal Totals		\$19,886.30		\$0.00	\$1,970.01	\$1,130.43	\$264.37	\$591.79	\$182.06	\$2,352.58	\$13,395.06
			\$0.00	\$0.00	\$17,866.81	\$18,232.81	\$18,232.81	\$17,866.81	\$17,866.81		



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 OOTM - Office of the Mayor											
10000 Daily, Diane E 2442	05/30/2014	1,713.27		.00	191.94	103.48	24.20	53.74	16.60	132.49	1,190.82
			.00	.00	1,619.01	1,669.01	1,669.01	1,619.01	1,619.01		
		\$1,713.27	\$0.00	\$0.00	\$191.94	\$103.48	\$24.20	\$53.74	\$16.60	\$132.49	\$1,190.82
740 John, Benjamin M	05/30/2014	140.80		.00	.00	8.73	2.04	4.79	1.48	.00	123.76
			.00	.00	140.80	140.80	140.80	140.80	140.80		
		\$140.80	\$0.00	\$0.00	\$140.80	\$140.80	\$140.80	\$140.80	\$140.80	\$0.00	\$123.76
743 Keller, Victoria M	05/30/2014	130.00		.00	4.54	8.06	1.89	4.42	1.37	.00	109.72
			.00	.00	130.00	130.00	130.00	130.00	130.00		
		\$130.00	\$0.00	\$0.00	\$4.54	\$8.06	\$1.89	\$4.42	\$1.37	\$0.00	\$109.72
10000 Kruzan, Mark 2030	05/30/2014	3,745.13		.00	771.13	241.83	56.55	132.61	40.95	.00	2,502.06
			.00	.00	3,900.31	3,900.31	3,900.31	3,900.31	3,900.31		
		\$3,745.13	\$0.00	\$0.00	\$771.13	\$241.83	\$56.55	\$132.61	\$40.95	\$0.00	\$2,502.06
604 Traycoff, Nicholas P	05/30/2014	120.00		.00	.00	7.44	1.74	2.77	1.32	.00	106.73
			.00	.00	120.00	120.00	120.00	120.00	120.00		
		\$120.00	\$0.00	\$0.00	\$0.00	\$7.44	\$1.74	\$2.77	\$1.32	\$0.00	\$106.73
10000 Wason, Adam G 2982	05/30/2014	2,353.84		.00	334.50	127.04	29.71	69.67	21.51	424.48	1,346.93
			.00	.00	2,048.97	2,048.97	2,048.97	2,048.97	2,048.97		
		\$2,353.84	\$0.00	\$0.00	\$334.50	\$127.04	\$29.71	\$69.67	\$21.51	\$424.48	\$1,346.93
10000 Whikehart, John R 2334	05/30/2014	3,444.38		.00	.00	196.38	45.93	107.69	33.26	295.04	2,766.08
			.00	.00	3,167.49	3,167.49	3,167.49	3,167.49	3,167.49		
		\$3,444.38	\$0.00	\$0.00	\$0.00	\$196.38	\$45.93	\$107.69	\$33.26	\$295.04	\$2,766.08
Department OOTM - Office of the Mayor		\$11,647.42	\$0.00	\$0.00	\$1,302.11	\$692.96	\$162.06	\$375.69	\$116.49	\$852.01	\$8,146.10
			\$0.00	\$0.00	\$11,126.58	\$11,176.58	\$11,176.58	\$11,126.58	\$11,126.58		



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 Parking - Parking Enforcement											
10000 Alexander, Brian D 2581	05/30/2014	1,518.57		.00	141.40	81.04	18.95	42.28	13.06	250.75	971.09
			.00	.00	1,282.06	1,307.06	1,307.06	1,282.06	1,282.06		
		\$1,518.57	\$0.00	\$0.00	\$141.40	\$81.04	\$18.95	\$42.28	\$13.06	\$250.75	\$971.09
			\$0.00	\$0.00	\$1,282.06	\$1,307.06	\$1,307.06	\$1,282.06	\$1,282.06		
10000 Beasley, Lori L 1371	05/30/2014	1,382.90		.00	144.26	71.97	16.83	69.47	20.31	269.26	790.80
			.00	.00	1,160.78	1,160.78	1,160.78	1,160.78	1,160.78		
		\$1,382.90	\$0.00	\$0.00	\$144.26	\$71.97	\$16.83	\$69.47	\$20.31	\$269.26	\$790.80
			\$0.00	\$0.00	\$1,160.78	\$1,160.78	\$1,160.78	\$1,160.78	\$1,160.78		
10000 Branam, Patricia L 1469	05/30/2014	230.00		.00	.00	14.27	3.35	2.59	.80	.00	208.99
			.00	.00	230.00	230.00	230.00	230.00	230.00		
		\$230.00	\$0.00	\$0.00	\$0.00	\$14.27	\$3.35	\$2.59	\$0.80	\$0.00	\$208.99
			\$0.00	\$0.00	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00		
10000 Burch, Evan G 3828	05/30/2014	924.80		.00	88.29	57.54	13.46	30.24	9.34	.00	725.93
			.00	.00	927.99	927.99	927.99	927.99	927.99		
		\$924.80	\$0.00	\$0.00	\$88.29	\$57.54	\$13.46	\$30.24	\$9.34	\$0.00	\$725.93
			\$0.00	\$0.00	\$927.99	\$927.99	\$927.99	\$927.99	\$927.99		
10000 Cox, Raye Ann 1952	05/30/2014	2,061.55		.00	324.41	151.41	35.41	80.56	24.42	235.90	1,209.44
			.00	.00	2,442.27	2,442.27	2,442.27	2,442.27	2,442.27		
		\$2,061.55	\$0.00	\$0.00	\$324.41	\$151.41	\$35.41	\$80.56	\$24.42	\$235.90	\$1,209.44
			\$0.00	\$0.00	\$2,442.27	\$2,442.27	\$2,442.27	\$2,442.27	\$2,442.27		
607 Cross-Harris, Nancy M	05/30/2014	230.00		.00	.00	14.27	3.34	5.20	1.61	.00	205.58
			.00	.00	230.00	230.00	230.00	230.00	230.00		
		\$230.00	\$0.00	\$0.00	\$0.00	\$14.27	\$3.34	\$5.20	\$1.61	\$0.00	\$205.58
			\$0.00	\$0.00	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00		
10000 Evans, Leslie D 3620	05/30/2014	207.00		.00	.00	12.83	3.00	5.73	1.77	.00	183.67
			.00	.00	207.00	207.00	207.00	207.00	207.00		
		\$207.00	\$0.00	\$0.00	\$0.00	\$12.83	\$3.00	\$5.73	\$1.77	\$0.00	\$183.67
			\$0.00	\$0.00	\$207.00	\$207.00	\$207.00	\$207.00	\$207.00		
10000 Fleser, Erin M 2633	05/30/2014	310.50		.00	22.59	19.25	4.49	13.56	2.45	.00	248.16
			.00	.00	310.50	310.50	310.50	310.50	310.50		



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Detail Listing

Department **Parking - Parking Enforcement**

		\$310.50	\$0.00	\$22.59	\$19.25	\$4.49	\$13.56	\$2.45	\$0.00	\$248.16
			\$0.00	\$310.50	\$310.50	\$310.50	\$310.50	\$310.50		
10000 Flynn, Judith J 3814	05/30/2014	230.00	.00	.00	14.26	3.34	7.82	2.42	.00	202.16
			.00	230.00	230.00	230.00	230.00	230.00		
		\$230.00	\$0.00	\$0.00	\$14.26	\$3.34	\$7.82	\$2.42	\$0.00	\$202.16
			\$0.00	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00		
10000 Fredericks, Sigmund C 1354	05/30/2014	230.00	.00	.00	14.26	3.34	5.20	1.61	.00	205.59
			.00	230.00	230.00	230.00	230.00	230.00		
		\$230.00	\$0.00	\$0.00	\$14.26	\$3.34	\$5.20	\$1.61	\$0.00	\$205.59
			\$0.00	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00		
10000 Hartman, John H 3038	05/30/2014	1,286.21	.00	101.51	63.00	14.74	31.93	9.86	298.34	766.83
			.00	1,016.17	1,016.17	1,016.17	1,016.17	1,016.17		
		\$1,286.21	\$0.00	\$101.51	\$63.00	\$14.74	\$31.93	\$9.86	\$298.34	\$766.83
			\$0.00	\$1,016.17	\$1,016.17	\$1,016.17	\$1,016.17	\$1,016.17		
10000 Hawkins, Janet E 0237	05/30/2014	230.00	.00	5.00	14.27	3.34	7.82	2.01	.00	197.56
			.00	230.00	230.00	230.00	230.00	230.00		
		\$230.00	\$0.00	\$5.00	\$14.27	\$3.34	\$7.82	\$2.01	\$0.00	\$197.56
			\$0.00	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00		
190 Horrar, Norman	05/30/2014	149.50	.00	.00	9.27	2.18	.00	.00	.00	138.05
			.00	149.50	149.50	149.50	149.50	149.50		
		\$149.50	\$0.00	\$0.00	\$9.27	\$2.18	\$0.00	\$0.00	\$0.00	\$138.05
			\$0.00	\$149.50	\$149.50	\$149.50	\$149.50	\$149.50		
10000 Jackson, Ross A 1706	05/30/2014	1,318.16	.00	20.00	61.69	14.43	29.58	9.14	497.80	685.52
			.00	870.12	995.12	995.12	870.12	870.12		
		\$1,318.16	\$0.00	\$20.00	\$61.69	\$14.43	\$29.58	\$9.14	\$497.80	\$685.52
			\$0.00	\$870.12	\$995.12	\$995.12	\$870.12	\$870.12		
460 McCarter, Susan E	05/30/2014	1,142.40	.00	114.42	68.34	15.98	36.17	11.17	161.75	734.57
			.00	1,102.23	1,102.23	1,102.23	1,102.23	1,102.23		
		\$1,142.40	\$0.00	\$114.42	\$68.34	\$15.98	\$36.17	\$11.17	\$161.75	\$734.57
			\$0.00	\$1,102.23	\$1,102.23	\$1,102.23	\$1,102.23	\$1,102.23		
10000 Miles, James F 0338	05/30/2014	1,405.59	.00	155.00	84.16	19.68	41.90	12.32	238.49	854.04



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parking - Parking Enforcement			.00	.00	1,232.39	1,357.39	1,357.39	1,232.39	1,232.39		
		\$1,405.59		\$0.00	\$155.00	\$84.16	\$19.68	\$41.90	\$12.32	\$238.49	\$854.04
			\$0.00	\$0.00	\$1,232.39	\$1,357.39	\$1,357.39	\$1,232.39	\$1,232.39		
10000 Mitchner, Linda J 2796	05/30/2014	230.00		.00	.00	14.26	3.34	6.51	2.01	.00	203.88
			.00	.00	230.00	230.00	230.00	230.00	230.00		
		\$230.00		\$0.00	\$0.00	\$14.26	\$3.34	\$6.51	\$2.01	\$0.00	\$203.88
			\$0.00	\$0.00	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00		
10000 Mitchner, Randell K 2795	05/30/2014	230.00		.00	.00	14.26	3.34	7.82	2.42	.00	202.16
			.00	.00	230.00	230.00	230.00	230.00	230.00		
		\$230.00		\$0.00	\$0.00	\$14.26	\$3.34	\$7.82	\$2.42	\$0.00	\$202.16
			\$0.00	\$0.00	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00		
10000 Moore, Clotha 0347	05/30/2014	230.00		.00	.50	14.27	3.34	7.82	2.42	.00	201.65
			.00	.00	230.00	230.00	230.00	230.00	230.00		
		\$230.00		\$0.00	\$0.50	\$14.27	\$3.34	\$7.82	\$2.42	\$0.00	\$201.65
			\$0.00	\$0.00	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00		
10000 Moore, Devin 3508	05/30/2014	1,272.96		.00	154.32	76.12	17.81	40.44	12.49	150.63	821.15
			.00	.00	1,227.82	1,227.82	1,227.82	1,227.82	1,227.82		
		\$1,272.96		\$0.00	\$154.32	\$76.12	\$17.81	\$40.44	\$12.49	\$150.63	\$821.15
			\$0.00	\$0.00	\$1,227.82	\$1,227.82	\$1,227.82	\$1,227.82	\$1,227.82		
10000 Reynolds, Beth A 1943	05/30/2014	1,342.54		.00	74.50	69.11	16.16	36.25	18.66	284.74	843.12
			.00	.00	1,104.65	1,114.65	1,114.65	1,104.65	1,104.65		
		\$1,342.54		\$0.00	\$74.50	\$69.11	\$16.16	\$36.25	\$18.66	\$284.74	\$843.12
			\$0.00	\$0.00	\$1,104.65	\$1,114.65	\$1,114.65	\$1,104.65	\$1,104.65		
10000 Russell, Finley L 3094	05/30/2014	230.00		.00	.50	14.27	3.35	6.51	2.01	.00	203.36
			.00	.00	230.00	230.00	230.00	230.00	230.00		
		\$230.00		\$0.00	\$0.50	\$14.27	\$3.35	\$6.51	\$2.01	\$0.00	\$203.36
			\$0.00	\$0.00	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00		
10000 Rutherford, Gary E 0426	05/30/2014	1,358.51		.00	195.81	77.26	18.07	39.82	12.30	192.09	823.16
			.00	.00	1,171.11	1,246.11	1,246.11	1,171.11	1,171.11		
		\$1,358.51		\$0.00	\$195.81	\$77.26	\$18.07	\$39.82	\$12.30	\$192.09	\$823.16



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Parking - Parking Enforcement			\$0.00	\$0.00	\$1,171.11	\$1,246.11	\$1,246.11	\$1,171.11	\$1,171.11		
10000 Silkworth, Amy L 0457	05/30/2014	1,359.36	.00	.00	131.20	68.12	15.93	36.51	11.27	298.34	797.99
			.00	.00	1,073.70	1,098.70	1,098.70	1,073.70	1,073.70		
		\$1,359.36	\$0.00	\$0.00	\$131.20	\$68.12	\$15.93	\$36.51	\$11.27	\$298.34	\$797.99
199 Stevens, Brenda S	05/30/2014	230.00	.00	.00	14.54	14.26	3.34	7.82	2.42	.00	187.62
			.00	.00	230.00	230.00	230.00	230.00	230.00		
		\$230.00	\$0.00	\$0.00	\$14.54	\$14.26	\$3.34	\$7.82	\$2.42	\$0.00	\$187.62
10000 Stokes, Arthur Gene 3356	05/30/2014	230.00	.00	.00	.00	14.26	3.34	7.82	2.42	.00	202.16
			.00	.00	230.00	230.00	230.00	230.00	230.00		
		\$230.00	\$0.00	\$0.00	\$0.00	\$14.26	\$3.34	\$7.82	\$2.42	\$0.00	\$202.16
200 Stokes, Carol	05/30/2014	230.00	.00	.00	.00	14.26	3.35	7.82	2.42	.00	202.15
			.00	.00	230.00	230.00	230.00	230.00	230.00		
		\$230.00	\$0.00	\$0.00	\$0.00	\$14.26	\$3.35	\$7.82	\$2.42	\$0.00	\$202.15
609 Todd, Andrea L	05/30/2014	1,036.00	.00	.00	58.84	56.27	13.17	30.86	9.53	131.67	735.66
			.00	.00	907.61	907.61	907.61	907.61	907.61		
		\$1,036.00	\$0.00	\$0.00	\$58.84	\$56.27	\$13.17	\$30.86	\$9.53	\$131.67	\$735.66
10000 Turpin, Raymond R 3030	05/30/2014	230.00	.00	.00	.00	14.27	3.34	7.82	2.42	.00	202.15
			.00	.00	230.00	230.00	230.00	230.00	230.00		
		\$230.00	\$0.00	\$0.00	\$0.00	\$14.27	\$3.34	\$7.82	\$2.42	\$0.00	\$202.15
462 White, David M	05/30/2014	1,142.40	.00	.00	134.67	68.00	15.90	37.29	11.52	61.76	813.26
			.00	.00	1,096.81	1,096.81	1,096.81	1,096.81	1,096.81		
		\$1,142.40	\$0.00	\$0.00	\$134.67	\$68.00	\$15.90	\$37.29	\$11.52	\$61.76	\$813.26
10000 Young, Martha M 2728	05/30/2014	1,291.26	.00	.00	154.50	76.21	17.83	41.79	12.91	66.65	921.37
			.00	.00	1,229.06	1,229.06	1,229.06	1,229.06	1,229.06		
		\$1,291.26	\$0.00	\$0.00	\$154.50	\$76.21	\$17.83	\$41.79	\$12.91	\$66.65	\$921.37



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
			\$0.00	\$0.00	\$1,229.06	\$1,229.06	\$1,229.06	\$1,229.06	\$1,229.06		
Department Parking - Parking		\$23,500.21		\$0.00	\$2,036.26	\$1,357.03	\$317.47	\$732.95	\$229.51	\$3,138.17	\$15,688.82
			\$0.00	\$0.00	\$21,501.77	\$21,886.77	\$21,886.77	\$21,501.77	\$21,501.77		
Department Plan - Planning											
18 Bannon, Katherine	05/30/2014	1,556.93		.00	76.83	80.64	18.86	39.51	12.20	369.05	959.84
			.00	.00	1,200.66	1,300.66	1,300.66	1,200.66	1,200.66		
		\$1,556.93		\$0.00	\$76.83	\$80.64	\$18.86	\$39.51	\$12.20	\$369.05	\$959.84
			\$0.00	\$0.00	\$1,200.66	\$1,300.66	\$1,300.66	\$1,200.66	\$1,200.66		
24 Caristo, Vincent R	05/30/2014	1,556.94		.00	154.95	93.79	21.93	50.13	15.48	55.74	1,164.92
			.00	.00	1,512.78	1,512.78	1,512.78	1,512.78	1,512.78		
		\$1,556.94		\$0.00	\$154.95	\$93.79	\$21.93	\$50.13	\$15.48	\$55.74	\$1,164.92
			\$0.00	\$0.00	\$1,512.78	\$1,512.78	\$1,512.78	\$1,512.78	\$1,512.78		
10000 Darland, Janet Lynne 0200	05/30/2014	2,425.67		.00	393.29	139.13	32.54	71.07	21.95	213.49	1,554.20
			.00	.00	2,244.13	2,244.13	2,244.13	2,244.13	2,244.13		
		\$2,425.67		\$0.00	\$393.29	\$139.13	\$32.54	\$71.07	\$21.95	\$213.49	\$1,554.20
			\$0.00	\$0.00	\$2,244.13	\$2,244.13	\$2,244.13	\$2,244.13	\$2,244.13		
10000 Desmond, Joshua 0147	05/30/2014	2,639.14		.00	464.50	159.28	37.25	87.35	26.97	77.99	1,785.80
			.00	.00	2,568.97	2,568.97	2,568.97	2,568.97	2,568.97		
		\$2,639.14		\$0.00	\$464.50	\$159.28	\$37.25	\$87.35	\$26.97	\$77.99	\$1,785.80
			\$0.00	\$0.00	\$2,568.97	\$2,568.97	\$2,568.97	\$2,568.97	\$2,568.97		
420 Dragovich, Anna L	05/30/2014	1,843.84		.00	268.52	110.67	25.88	60.69	18.74	65.17	1,294.17
			.00	.00	1,785.03	1,785.03	1,785.03	1,785.03	1,785.03		
		\$1,843.84		\$0.00	\$268.52	\$110.67	\$25.88	\$60.69	\$18.74	\$65.17	\$1,294.17
			\$0.00	\$0.00	\$1,785.03	\$1,785.03	\$1,785.03	\$1,785.03	\$1,785.03		
741 Ernest, Caleb D	05/30/2014	425.00		.00	20.00	26.35	6.16	13.14	4.06	.00	355.29
			.00	.00	425.00	425.00	425.00	425.00	425.00		
		\$425.00		\$0.00	\$20.00	\$26.35	\$6.16	\$13.14	\$4.06	\$0.00	\$355.29
			\$0.00	\$0.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00		
10000 Greulich, Eric L II 1741	05/30/2014	1,573.50		.00	3.66	86.09	20.13	42.90	13.25	440.00	967.47
			.00	.00	1,338.54	1,388.54	1,388.54	1,338.54	1,338.54		
		\$1,573.50		\$0.00	\$3.66	\$86.09	\$20.13	\$42.90	\$13.25	\$440.00	\$967.47
			\$0.00	\$0.00	\$1,338.54	\$1,388.54	\$1,388.54	\$1,338.54	\$1,338.54		



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Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Plan - Planning											
10000 Lillard, Carmen 0306	05/30/2014	1,519.08		.00	80.96	77.70	18.17	40.45	12.49	296.12	993.19
			.00	.00	1,228.20	1,253.20	1,253.20	1,228.20	1,228.20		
		\$1,519.08	\$0.00	\$0.00	\$80.96	\$77.70	\$18.17	\$40.45	\$12.49	\$296.12	\$993.19
652 Mantsch, Krista J	05/30/2014	165.00		.00	.00	10.23	2.39	4.30	1.33	.00	146.75
			.00	.00	165.00	165.00	165.00	165.00	165.00		
		\$165.00	\$0.00	\$0.00	\$165.00	\$165.00	\$165.00	\$165.00	\$165.00	\$0.00	\$146.75
10000 Micuda, Thomas B 0337	05/30/2014	3,265.78		.00	492.84	195.22	45.66	94.66	29.23	443.09	1,965.08
			.00	.00	2,822.69	3,148.69	3,148.69	2,822.69	2,822.69		
		\$3,265.78	\$0.00	\$0.00	\$492.84	\$195.22	\$45.66	\$94.66	\$29.23	\$443.09	\$1,965.08
10000 Nickel, Nathan J 1802	05/30/2014	1,916.09		.00	287.14	107.69	25.18	52.65	16.26	475.64	951.53
			.00	.00	1,587.01	1,737.01	1,737.01	1,587.01	1,587.01		
		\$1,916.09	\$0.00	\$0.00	\$287.14	\$107.69	\$25.18	\$52.65	\$16.26	\$475.64	\$951.53
540 Piepenburg, Jayne Q	05/30/2014	330.00		.00	10.50	20.46	4.79	9.91	3.06	.00	281.28
			.00	.00	330.00	330.00	330.00	330.00	330.00		
		\$330.00	\$0.00	\$0.00	\$10.50	\$20.46	\$4.79	\$9.91	\$3.06	\$0.00	\$281.28
10000 Roach, James C 0414	05/30/2014	2,054.67		.00	174.15	115.91	27.11	62.88	19.42	255.63	1,399.57
			.00	.00	1,849.45	1,869.45	1,869.45	1,849.45	1,849.45		
		\$2,054.67	\$0.00	\$0.00	\$174.15	\$115.91	\$27.11	\$62.88	\$19.42	\$255.63	\$1,399.57
10000 Robinson, Scott F 1637	05/30/2014	2,417.06		.00	218.52	145.41	34.01	71.63	22.12	283.92	1,641.45
			.00	.00	2,145.23	2,345.23	2,345.23	2,145.23	2,145.23		
		\$2,417.06	\$0.00	\$0.00	\$218.52	\$145.41	\$34.01	\$71.63	\$22.12	\$283.92	\$1,641.45
10000 Shay, Patrick A 0447	05/30/2014	2,393.82		.00	354.77	140.77	32.92	75.89	23.44	168.68	1,597.35
			.00	.00	2,270.41	2,270.41	2,270.41	2,270.41	2,270.41		
		\$2,393.82	\$0.00	\$0.00	\$354.77	\$140.77	\$32.92	\$75.89	\$23.44	\$168.68	\$1,597.35



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											
			\$0.00	\$0.00	\$2,270.41	\$2,270.41	\$2,270.41	\$2,270.41	\$2,270.41		
578 Stuehrenberg, Justin C	05/30/2014	3,084.52		.00	200.00	16.79	3.94	7.90	2.44	2,841.51	11.94
			.00	.00	270.84	270.84	270.84	270.84	270.84		
		\$3,084.52	\$0.00	\$0.00	\$200.00	\$16.79	\$3.94	\$7.90	\$2.44	\$2,841.51	\$11.94
			\$0.00	\$0.00	\$270.84	\$270.84	\$270.84	\$270.84	\$270.84		
10000 Thompson, Linda 2069	05/30/2014	1,879.07		.00	136.48	116.50	27.25	62.58	19.33	.00	1,516.93
			.00	.00	1,879.07	1,879.07	1,879.07	1,879.07	1,879.07		
		\$1,879.07	\$0.00	\$0.00	\$136.48	\$116.50	\$27.25	\$62.58	\$19.33	\$0.00	\$1,516.93
			\$0.00	\$0.00	\$1,879.07	\$1,879.07	\$1,879.07	\$1,879.07	\$1,879.07		
10000 Weiser, Jane 0508	05/30/2014	1,340.02		.00	145.33	78.53	18.37	42.21	13.04	127.90	914.64
			.00	.00	1,241.59	1,266.59	1,266.59	1,241.59	1,241.59		
		\$1,340.02	\$0.00	\$0.00	\$145.33	\$78.53	\$18.37	\$42.21	\$13.04	\$127.90	\$914.64
			\$0.00	\$0.00	\$1,241.59	\$1,266.59	\$1,266.59	\$1,241.59	\$1,241.59		
10000 White, Russell 0516	05/30/2014	1,557.14		.00	193.66	92.11	21.54	50.51	15.60	94.34	1,089.38
			.00	.00	1,485.59	1,485.59	1,485.59	1,485.59	1,485.59		
		\$1,557.14	\$0.00	\$0.00	\$193.66	\$92.11	\$21.54	\$50.51	\$15.60	\$94.34	\$1,089.38
			\$0.00	\$0.00	\$1,485.59	\$1,485.59	\$1,485.59	\$1,485.59	\$1,485.59		
Department Plan - Planning Totals		\$33,943.27	\$0.00	\$0.00	\$3,676.10	\$1,813.27	\$424.08	\$940.36	\$290.41	\$6,208.27	\$20,590.78
			\$0.00	\$0.00	\$28,350.19	\$29,246.19	\$29,246.19	\$28,350.19	\$28,350.19		
Department PW - Public Works											
10000 Dean, Denise D 0248	05/30/2014	1,656.92		.00	131.58	94.57	22.11	47.15	18.53	248.51	1,094.47
			.00	.00	1,425.27	1,525.27	1,525.27	1,425.27	1,425.27		
		\$1,656.92	\$0.00	\$0.00	\$131.58	\$94.57	\$22.11	\$47.15	\$18.53	\$248.51	\$1,094.47
			\$0.00	\$0.00	\$1,425.27	\$1,525.27	\$1,525.27	\$1,425.27	\$1,425.27		
10000 Hrisomalos, Frank 0265	05/30/2014	80.46		.00	.00	4.99	1.17	2.74	.85	.00	70.71
			.00	.00	80.46	80.46	80.46	80.46	80.46		
		\$80.46	\$0.00	\$0.00	\$0.00	\$4.99	\$1.17	\$2.74	\$0.85	\$0.00	\$70.71
			\$0.00	\$0.00	\$80.46	\$80.46	\$80.46	\$80.46	\$80.46		
10000 Johnson, Susan A 0284	05/30/2014	3,336.36		.00	508.27	206.14	48.21	104.54	31.36	353.05	2,084.79
			.00	.00	3,024.82	3,324.82	3,324.82	3,024.82	3,024.82		
		\$3,336.36	\$0.00	\$0.00	\$508.27	\$206.14	\$48.21	\$104.54	\$31.36	\$353.05	\$2,084.79



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department PW - Public Works			\$0.00	\$0.00	\$3,024.82	\$3,324.82	\$3,324.82	\$3,024.82	\$3,024.82		
10000 McNamara, James P 0336	05/30/2014	80.46		.00	10.00	4.99	1.17	7.74	.85	.00	55.71
			.00	.00	80.46	80.46	80.46	80.46	80.46		
		\$80.46	\$0.00	\$0.00	\$10.00	\$4.99	\$1.17	\$7.74	\$0.85	\$0.00	\$55.71
10000 Roberts, Andrea Sue 3766 Ann	05/30/2014	2,648.08		.00	314.91	164.14	38.39	90.01	27.80	480.82	1,532.01
			.00	.00	2,647.47	2,647.47	2,647.47	2,647.47	2,647.47		
		\$2,648.08	\$0.00	\$0.00	\$314.91	\$164.14	\$38.39	\$90.01	\$27.80	\$480.82	\$1,532.01
10000 Smith, Christina L 0202	05/30/2014	2,042.62		.00	297.04	119.30	27.90	64.57	19.94	236.17	1,277.70
			.00	.00	1,899.11	1,924.11	1,924.11	1,899.11	1,899.11		
		\$2,042.62	\$0.00	\$0.00	\$297.04	\$119.30	\$27.90	\$64.57	\$19.94	\$236.17	\$1,277.70
10000 Waters, Laurel L 0514	05/30/2014	1,316.97		.00	97.77	77.49	18.12	40.80	12.60	155.95	914.24
			.00	.00	1,199.86	1,249.86	1,249.86	1,199.86	1,199.86		
		\$1,316.97	\$0.00	\$0.00	\$97.77	\$77.49	\$18.12	\$40.80	\$12.60	\$155.95	\$914.24
10000 Zietlow, Charlotte T 2110	05/30/2014	80.46		.00	.00	4.99	1.17	2.74	.85	.00	70.71
			.00	.00	80.46	80.46	80.46	80.46	80.46		
		\$80.46	\$0.00	\$0.00	\$0.00	\$4.99	\$1.17	\$2.74	\$0.85	\$0.00	\$70.71
Department PW - Public Works Totals		\$11,242.33	\$0.00	\$0.00	\$1,359.57	\$676.61	\$158.24	\$360.29	\$112.78	\$1,474.50	\$7,100.34
			\$0.00	\$0.00	\$10,437.91	\$10,912.91	\$10,912.91	\$10,437.91	\$10,437.91		



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Risk - Risk											
10000 Mulvihill, Patricia M 2303	05/30/2014	2,631.38		.00	452.56	156.94	36.70	85.72	26.47	125.67	1,747.32
			.00	.00	2,521.21	2,531.21	2,531.21	2,521.21	2,521.21		
		\$2,631.38		\$0.00	\$452.56	\$156.94	\$36.70	\$85.72	\$26.47	\$125.67	\$1,747.32
			\$0.00	\$0.00	\$2,521.21	\$2,531.21	\$2,531.21	\$2,521.21	\$2,521.21		
10000 Rose, Janice R 2345	05/30/2014	1,389.62		.00	94.95	73.23	17.13	40.16	12.40	222.85	928.90
			.00	.00	1,181.08	1,181.08	1,181.08	1,181.08	1,181.08		
		\$1,389.62		\$0.00	\$94.95	\$73.23	\$17.13	\$40.16	\$12.40	\$222.85	\$928.90
			\$0.00	\$0.00	\$1,181.08	\$1,181.08	\$1,181.08	\$1,181.08	\$1,181.08		
10000 Rouker, Michael M 3526	05/30/2014	2,473.49		.00	364.19	153.36	35.86	81.94	25.31	34.30	1,778.53
			.00	.00	2,448.49	2,473.49	2,473.49	2,448.49	2,448.49		
		\$2,473.49		\$0.00	\$364.19	\$153.36	\$35.86	\$81.94	\$25.31	\$34.30	\$1,778.53
			\$0.00	\$0.00	\$2,448.49	\$2,473.49	\$2,473.49	\$2,448.49	\$2,448.49		
10000 Wilson, Brian D 0677	05/30/2014	1,912.64		.00	211.37	105.33	24.63	80.21	17.05	361.53	1,112.52
			.00	.00	1,623.85	1,698.85	1,698.85	1,623.85	1,623.85		
		\$1,912.64		\$0.00	\$211.37	\$105.33	\$24.63	\$80.21	\$17.05	\$361.53	\$1,112.52
			\$0.00	\$0.00	\$1,623.85	\$1,698.85	\$1,698.85	\$1,623.85	\$1,623.85		
Department Risk - Risk Totals		\$8,407.13		\$0.00	\$1,123.07	\$488.86	\$114.32	\$288.03	\$81.23	\$744.35	\$5,567.27
			\$0.00	\$0.00	\$7,774.63	\$7,884.63	\$7,884.63	\$7,774.63	\$7,774.63		
Department Sanitation - Sanitation											
10000 Baugh, Dan 0063	05/30/2014	1,589.42		.00	209.30	95.99	22.45	52.64	16.26	66.65	1,126.13
			.00	.00	1,548.18	1,548.18	1,548.18	1,548.18	1,548.18		
		\$1,589.42		\$0.00	\$209.30	\$95.99	\$22.45	\$52.64	\$16.26	\$66.65	\$1,126.13
			\$0.00	\$0.00	\$1,548.18	\$1,548.18	\$1,548.18	\$1,548.18	\$1,548.18		
10000 Bruce, Roy L 3425	05/30/2014	1,479.20		.00	186.04	80.97	18.94	44.40	13.71	236.11	899.03
			.00	.00	1,305.97	1,305.97	1,305.97	1,305.97	1,305.97		
		\$1,479.20		\$0.00	\$186.04	\$80.97	\$18.94	\$44.40	\$13.71	\$236.11	\$899.03
			\$0.00	\$0.00	\$1,305.97	\$1,305.97	\$1,305.97	\$1,305.97	\$1,305.97		
584 Carter, Rhea L	05/30/2014	1,305.60		.00	156.97	77.23	18.06	42.35	13.08	78.57	919.34
			.00	.00	1,245.51	1,245.51	1,245.51	1,245.51	1,245.51		
		\$1,305.60		\$0.00	\$156.97	\$77.23	\$18.06	\$42.35	\$13.08	\$78.57	\$919.34
			\$0.00	\$0.00	\$1,245.51	\$1,245.51	\$1,245.51	\$1,245.51	\$1,245.51		



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
10000 Chambers, Robert L 0101	05/30/2014	1,515.20		.00	191.47	91.48	21.38	48.86	15.09	85.91	1,061.01
			.00	.00	1,475.49	1,475.49	1,475.49	1,475.49	1,475.49		
		\$1,515.20		\$0.00	\$191.47	\$91.48	\$21.38	\$48.86	\$15.09	\$85.91	\$1,061.01
			\$0.00	\$0.00	\$1,475.49	\$1,475.49	\$1,475.49	\$1,475.49	\$1,475.49		
10000 Courter, Michael J 3810	05/30/2014	1,541.61		.00	178.19	85.99	20.11	44.54	13.76	557.20	641.82
			.00	.00	1,386.97	1,386.97	1,386.97	1,386.97	1,386.97		
		\$1,541.61		\$0.00	\$178.19	\$85.99	\$20.11	\$44.54	\$13.76	\$557.20	\$641.82
			\$0.00	\$0.00	\$1,386.97	\$1,386.97	\$1,386.97	\$1,386.97	\$1,386.97		
10000 East, Robert R 2020	05/30/2014	1,516.80		.00	179.48	86.52	20.24	47.45	18.14	152.72	1,012.25
			.00	.00	1,395.58	1,395.58	1,395.58	1,395.58	1,395.58		
		\$1,516.80		\$0.00	\$179.48	\$86.52	\$20.24	\$47.45	\$18.14	\$152.72	\$1,012.25
			\$0.00	\$0.00	\$1,395.58	\$1,395.58	\$1,395.58	\$1,395.58	\$1,395.58		
10000 Flynn, Lowell D 0191	05/30/2014	1,489.60		.00	194.88	89.38	20.91	65.27	13.98	208.45	896.73
			.00	.00	1,331.60	1,441.60	1,441.60	1,331.60	1,331.60		
		\$1,489.60		\$0.00	\$194.88	\$89.38	\$20.91	\$65.27	\$13.98	\$208.45	\$896.73
			\$0.00	\$0.00	\$1,331.60	\$1,441.60	\$1,441.60	\$1,331.60	\$1,331.60		
10000 Fulford, Kevin D 3001	05/30/2014	1,535.21		.00	148.07	95.18	22.26	52.20	16.12	23.76	1,177.62
			.00	.00	1,535.21	1,535.21	1,535.21	1,535.21	1,535.21		
		\$1,535.21		\$0.00	\$148.07	\$95.18	\$22.26	\$52.20	\$16.12	\$23.76	\$1,177.62
			\$0.00	\$0.00	\$1,535.21	\$1,535.21	\$1,535.21	\$1,535.21	\$1,535.21		
10000 Hatchett, Keven D 2749	05/30/2014	1,524.80		.00	112.47	80.47	18.83	44.13	31.09	319.53	918.28
			.00	.00	1,297.91	1,297.91	1,297.91	1,297.91	1,297.91		
		\$1,524.80		\$0.00	\$112.47	\$80.47	\$18.83	\$44.13	\$31.09	\$319.53	\$918.28
			\$0.00	\$0.00	\$1,297.91	\$1,297.91	\$1,297.91	\$1,297.91	\$1,297.91		
10000 Jackson, Robert L III 2816	05/30/2014	1,524.80		.00	148.33	91.16	21.32	58.68	15.03	164.94	1,025.34
			.00	.00	1,470.28	1,470.28	1,470.28	1,470.28	1,470.28		
		\$1,524.80		\$0.00	\$148.33	\$91.16	\$21.32	\$58.68	\$15.03	\$164.94	\$1,025.34
			\$0.00	\$0.00	\$1,470.28	\$1,470.28	\$1,470.28	\$1,470.28	\$1,470.28		



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
10000 Konermann, Casey J 2770	05/30/2014	1,516.80		.00	97.80	83.11	19.44	42.96	12.64	382.74	878.11
			.00	.00	1,340.43	1,340.43	1,340.43	1,340.43	1,340.43		
		\$1,516.80	\$0.00	\$0.00	\$97.80	\$83.11	\$19.44	\$42.96	\$12.64	\$382.74	\$878.11
10000 Livingston, Earl L 0309	05/30/2014	1,595.20		.00	131.72	88.44	20.68	48.49	14.98	191.95	1,098.94
			.00	.00	1,426.21	1,426.21	1,426.21	1,426.21	1,426.21		
		\$1,595.20	\$0.00	\$0.00	\$131.72	\$88.44	\$20.68	\$48.49	\$14.98	\$191.95	\$1,098.94
36 Moore, James D	05/30/2014	854.00		.00	77.19	52.95	12.38	27.73	8.56	134.82	540.37
			.00	.00	854.00	854.00	854.00	854.00	854.00		
		\$854.00	\$0.00	\$0.00	\$77.19	\$52.95	\$12.38	\$27.73	\$8.56	\$134.82	\$540.37
10000 Morris, Jeffery W 1352	05/30/2014	.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
10000 Morrow, Joe E Jr 3002	05/30/2014	1,535.20		.00	484.83	81.45	19.05	40.74	12.58	255.38	641.17
			.00	.00	1,313.61	1,313.61	1,313.61	1,313.61	1,313.61		
		\$1,535.20	\$0.00	\$0.00	\$484.83	\$81.45	\$19.05	\$40.74	\$12.58	\$255.38	\$641.17
610 Payne, Floyd E	05/30/2014	916.56		.00	59.73	56.83	13.29	31.16	9.62	.00	745.93
			.00	.00	916.56	916.56	916.56	916.56	916.56		
		\$916.56	\$0.00	\$0.00	\$59.73	\$56.83	\$13.29	\$31.16	\$9.62	\$0.00	\$745.93
10000 Porter Jr, William A 1326	05/30/2014	1,542.40		.00	188.81	82.12	19.20	45.03	13.91	259.73	933.60
			.00	.00	1,324.47	1,324.47	1,324.47	1,324.47	1,324.47		
		\$1,542.40	\$0.00	\$0.00	\$188.81	\$82.12	\$19.20	\$45.03	\$13.91	\$259.73	\$933.60
10000 Porter, William K 3080	05/30/2014	916.56		.00	107.63	56.83	13.29	31.16	9.62	.00	698.03
			.00	.00	916.56	916.56	916.56	916.56	916.56		
		\$916.56	\$0.00	\$0.00	\$107.63	\$56.83	\$13.29	\$31.16	\$9.62	\$0.00	\$698.03



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation			\$0.00	\$0.00	\$916.56	\$916.56	\$916.56	\$916.56	\$916.56		
10000 Richardson, Eric 0816	05/30/2014	1,064.00	.00	.00	129.74	65.97	15.43	36.18	11.17	.00	805.51
			.00	.00	1,064.00	1,064.00	1,064.00	1,064.00	1,064.00		
		\$1,064.00	\$0.00	\$0.00	\$129.74	\$65.97	\$15.43	\$36.18	\$11.17	\$0.00	\$805.51
10000 Shipley, Britt J 0449	05/30/2014	1,563.90	.00	.00	.00	89.51	20.93	49.09	15.16	402.57	986.64
			.00	.00	1,443.75	1,443.75	1,443.75	1,443.75	1,443.75		
		\$1,563.90	\$0.00	\$0.00	\$0.00	\$89.51	\$20.93	\$49.09	\$15.16	\$402.57	\$986.64
458 Sparks, Larry	05/30/2014	1,568.80	.00	.00	229.80	85.46	19.99	46.87	7.61	227.72	951.35
			.00	.00	1,378.45	1,378.45	1,378.45	1,378.45	1,378.45		
		\$1,568.80	\$0.00	\$0.00	\$229.80	\$85.46	\$19.99	\$46.87	\$7.61	\$227.72	\$951.35
38 Todd, Roger D	05/30/2014	1,314.40	.00	.00	114.66	77.14	18.04	38.38	11.85	160.17	894.16
			.00	.00	1,244.23	1,244.23	1,244.23	1,244.23	1,244.23		
		\$1,314.40	\$0.00	\$0.00	\$114.66	\$77.14	\$18.04	\$38.38	\$11.85	\$160.17	\$894.16
10000 Walker, Shelby 3089	05/30/2014	2,186.37	.00	.00	282.97	122.96	28.75	66.12	31.51	235.13	1,418.93
			.00	.00	1,983.23	1,983.23	1,983.23	1,983.23	1,983.23		
		\$2,186.37	\$0.00	\$0.00	\$282.97	\$122.96	\$28.75	\$66.12	\$31.51	\$235.13	\$1,418.93
10000 Whaley, Joseph H 0515	05/30/2014	1,542.40	.00	.00	196.81	92.89	21.72	50.94	14.98	71.68	1,093.38
			.00	.00	1,498.19	1,498.19	1,498.19	1,498.19	1,498.19		
		\$1,542.40	\$0.00	\$0.00	\$196.81	\$92.89	\$21.72	\$50.94	\$14.98	\$71.68	\$1,093.38
Department Sanitation - Sanitation		\$33,138.83	\$0.00	\$0.00	\$3,806.89	\$1,910.03	\$446.69	\$1,055.37	\$340.45	\$4,215.73	\$21,363.67
			\$0.00	\$0.00	\$30,696.39	\$30,806.39	\$30,806.39	\$30,696.39	\$30,696.39		



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 Albright, Earl 0046	05/30/2014	1,568.81		.00	129.61	87.55	20.47	48.01	13.62	219.05	1,050.50
			.00	.00	1,412.14	1,412.14	1,412.14	1,412.14	1,412.14		
		\$1,568.81	\$0.00	\$0.00	\$129.61	\$87.55	\$20.47	\$48.01	\$13.62	\$219.05	\$1,050.50
			\$0.00	\$0.00	\$1,412.14	\$1,412.14	\$1,412.14	\$1,412.14	\$1,412.14		
10000 Arnold, Mark A 1118	05/30/2014	1,513.60		.00	191.65	91.56	21.41	50.21	15.51	113.59	1,029.67
			.00	.00	1,476.73	1,476.73	1,476.73	1,476.73	1,476.73		
		\$1,513.60	\$0.00	\$0.00	\$191.65	\$91.56	\$21.41	\$50.21	\$15.51	\$113.59	\$1,029.67
			\$0.00	\$0.00	\$1,476.73	\$1,476.73	\$1,476.73	\$1,476.73	\$1,476.73		
467 Arthur, Ronald R	05/30/2014	1,765.38		.00	149.48	95.77	22.39	51.21	15.81	238.03	1,192.69
			.00	.00	1,544.58	1,544.58	1,544.58	1,544.58	1,544.58		
		\$1,765.38	\$0.00	\$0.00	\$149.48	\$95.77	\$22.39	\$51.21	\$15.81	\$238.03	\$1,192.69
			\$0.00	\$0.00	\$1,544.58	\$1,544.58	\$1,544.58	\$1,544.58	\$1,544.58		
10000 Brewer, Troy A 0078	05/30/2014	1,576.81		.00	120.28	83.70	19.57	45.90	14.17	257.88	1,035.31
			.00	.00	1,349.92	1,349.92	1,349.92	1,349.92	1,349.92		
		\$1,576.81	\$0.00	\$0.00	\$120.28	\$83.70	\$19.57	\$45.90	\$14.17	\$257.88	\$1,035.31
			\$0.00	\$0.00	\$1,349.92	\$1,349.92	\$1,349.92	\$1,349.92	\$1,349.92		
10000 Capps, Phillip D 2734	05/30/2014	1,524.80		.00	146.51	94.54	22.11	51.84	16.01	45.35	1,148.44
			.00	.00	1,524.80	1,524.80	1,524.80	1,524.80	1,524.80		
		\$1,524.80	\$0.00	\$0.00	\$146.51	\$94.54	\$22.11	\$51.84	\$16.01	\$45.35	\$1,148.44
			\$0.00	\$0.00	\$1,524.80	\$1,524.80	\$1,524.80	\$1,524.80	\$1,524.80		
10000 Combs, Levi M 1696	05/30/2014	1,471.20		.00	179.79	86.65	20.27	47.52	14.68	105.49	1,016.80
			.00	.00	1,397.62	1,397.62	1,397.62	1,397.62	1,397.62		
		\$1,471.20	\$0.00	\$0.00	\$179.79	\$86.65	\$20.27	\$47.52	\$14.68	\$105.49	\$1,016.80
			\$0.00	\$0.00	\$1,397.62	\$1,397.62	\$1,397.62	\$1,397.62	\$1,397.62		
10000 Corns, Frank L 0121	05/30/2014	1,531.20		.00	189.99	91.64	21.43	49.83	14.66	106.68	1,056.97
			.00	.00	1,465.65	1,478.15	1,478.15	1,465.65	1,465.65		
		\$1,531.20	\$0.00	\$0.00	\$189.99	\$91.64	\$21.43	\$49.83	\$14.66	\$106.68	\$1,056.97
			\$0.00	\$0.00	\$1,465.65	\$1,478.15	\$1,478.15	\$1,465.65	\$1,465.65		
10000 Covey, Thomas L 2344	05/30/2014	1,535.20		.00	203.02	92.69	21.68	50.83	15.70	81.41	1,069.87
			.00	.00	1,495.03	1,495.03	1,495.03	1,495.03	1,495.03		



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Department **Street - Street**

		\$1,535.20	\$0.00	\$0.00	\$203.02	\$92.69	\$21.68	\$50.83	\$15.70	\$81.41	\$1,069.87
			\$0.00	\$0.00	\$1,495.03	\$1,495.03	\$1,495.03	\$1,495.03	\$1,495.03		
10000 Floyd, John 0190	05/30/2014	1,531.20		.00	78.60	83.87	19.61	43.38	13.40	262.63	1,029.71
			.00	.00	1,352.87	1,352.87	1,352.87	1,352.87	1,352.87		
		\$1,531.20	\$0.00	\$0.00	\$78.60	\$83.87	\$19.61	\$43.38	\$13.40	\$262.63	\$1,029.71
			\$0.00	\$0.00	\$1,352.87	\$1,352.87	\$1,352.87	\$1,352.87	\$1,352.87		
630 Flynn, Douglas D	05/30/2014	901.49		.00	44.19	55.88	13.07	29.34	9.06	94.62	655.33
			.00	.00	901.49	901.49	901.49	901.49	901.49		
		\$901.49	\$0.00	\$0.00	\$44.19	\$55.88	\$13.07	\$29.34	\$9.06	\$94.62	\$655.33
			\$0.00	\$0.00	\$901.49	\$901.49	\$901.49	\$901.49	\$901.49		
10000 Harden, M Troy 1470	05/30/2014	1,497.60		.00	119.58	86.51	20.23	45.74	14.13	230.56	980.85
			.00	.00	1,345.26	1,395.26	1,395.26	1,345.26	1,345.26		
		\$1,497.60	\$0.00	\$0.00	\$119.58	\$86.51	\$20.23	\$45.74	\$14.13	\$230.56	\$980.85
			\$0.00	\$0.00	\$1,345.26	\$1,395.26	\$1,395.26	\$1,345.26	\$1,345.26		
10000 Henson, Gerald Scott 1105	05/30/2014	1,550.40		.00	196.15	92.73	21.69	50.85	26.17	95.74	1,067.07
			.00	.00	1,495.55	1,495.55	1,495.55	1,495.55	1,495.55		
		\$1,550.40	\$0.00	\$0.00	\$196.15	\$92.73	\$21.69	\$50.85	\$26.17	\$95.74	\$1,067.07
			\$0.00	\$0.00	\$1,495.55	\$1,495.55	\$1,495.55	\$1,495.55	\$1,495.55		
10000 Howe, Vernon J 0264	05/30/2014	1,628.80		.00	214.06	97.92	22.90	51.98	16.05	130.83	1,095.06
			.00	.00	1,567.19	1,579.45	1,579.45	1,567.19	1,567.19		
		\$1,628.80	\$0.00	\$0.00	\$214.06	\$97.92	\$22.90	\$51.98	\$16.05	\$130.83	\$1,095.06
			\$0.00	\$0.00	\$1,567.19	\$1,579.45	\$1,579.45	\$1,567.19	\$1,567.19		
10000 Hupp, Greg A 0272	05/30/2014	1,541.60		.00	129.89	91.08	21.30	48.08	14.85	158.17	1,078.23
			.00	.00	1,413.99	1,468.99	1,468.99	1,413.99	1,413.99		
		\$1,541.60	\$0.00	\$0.00	\$129.89	\$91.08	\$21.30	\$48.08	\$14.85	\$158.17	\$1,078.23
			\$0.00	\$0.00	\$1,413.99	\$1,468.99	\$1,468.99	\$1,413.99	\$1,413.99		
10000 Ingalls, John 0275	05/30/2014	1,587.20		.00	189.60	90.71	21.22	49.74	15.36	209.43	1,011.14
			.00	.00	1,463.01	1,463.01	1,463.01	1,463.01	1,463.01		
		\$1,587.20	\$0.00	\$0.00	\$189.60	\$90.71	\$21.22	\$49.74	\$15.36	\$209.43	\$1,011.14
			\$0.00	\$0.00	\$1,463.01	\$1,463.01	\$1,463.01	\$1,463.01	\$1,463.01		
10000 Jacobs, Loren P 2064	05/30/2014	1,550.40		.00	183.37	88.14	20.61	47.02	14.52	148.76	1,047.98



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street			.00	.00	1,421.48	1,421.48	1,421.48	1,421.48	1,421.48		
		\$1,550.40		\$0.00	\$183.37	\$88.14	\$20.61	\$47.02	\$14.52	\$148.76	\$1,047.98
			\$0.00	\$0.00	\$1,421.48	\$1,421.48	\$1,421.48	\$1,421.48	\$1,421.48		
10000 James, Daniel L 1162	05/30/2014	1,655.20		.00	190.26	99.68	23.32	53.36	16.48	75.01	1,197.09
			.00	.00	1,607.83	1,607.83	1,607.83	1,607.83	1,607.83		
		\$1,655.20		\$0.00	\$190.26	\$99.68	\$23.32	\$53.36	\$16.48	\$75.01	\$1,197.09
			\$0.00	\$0.00	\$1,607.83	\$1,607.83	\$1,607.83	\$1,607.83	\$1,607.83		
10000 Langley, Jim N 3067	05/30/2014	1,524.80		.00	201.69	91.57	21.41	50.22	15.51	165.18	979.22
			.00	.00	1,476.98	1,476.98	1,476.98	1,476.98	1,476.98		
		\$1,524.80		\$0.00	\$201.69	\$91.57	\$21.41	\$50.22	\$15.51	\$165.18	\$979.22
			\$0.00	\$0.00	\$1,476.98	\$1,476.98	\$1,476.98	\$1,476.98	\$1,476.98		
10000 Lopossa, Stanley R 0314	05/30/2014	1,628.80		.00	158.91	87.26	20.40	47.86	18.30	267.71	1,028.36
			.00	.00	1,407.50	1,407.50	1,407.50	1,407.50	1,407.50		
		\$1,628.80		\$0.00	\$158.91	\$87.26	\$20.40	\$47.86	\$18.30	\$267.71	\$1,028.36
			\$0.00	\$0.00	\$1,407.50	\$1,407.50	\$1,407.50	\$1,407.50	\$1,407.50		
10000 Lutes, Michael B 0318	05/30/2014	1,655.21		.00	145.01	102.62	24.00	56.28	17.38	20.00	1,289.92
			.00	.00	1,655.21	1,655.21	1,655.21	1,655.21	1,655.21		
		\$1,655.21		\$0.00	\$145.01	\$102.62	\$24.00	\$56.28	\$17.38	\$20.00	\$1,289.92
			\$0.00	\$0.00	\$1,655.21	\$1,655.21	\$1,655.21	\$1,655.21	\$1,655.21		
10000 Partlow, Norma L 3326	05/30/2014	1,479.20		.00	176.71	85.38	19.96	50.51	13.39	138.19	995.06
			.00	.00	1,377.13	1,377.13	1,377.13	1,377.13	1,377.13		
		\$1,479.20		\$0.00	\$176.71	\$85.38	\$19.96	\$50.51	\$13.39	\$138.19	\$995.06
			\$0.00	\$0.00	\$1,377.13	\$1,377.13	\$1,377.13	\$1,377.13	\$1,377.13		
10000 Payton, Ronald K 1099	05/30/2014	1,542.40		.00	186.18	89.29	20.88	46.35	14.32	164.90	1,020.48
			.00	.00	1,440.24	1,440.24	1,440.24	1,440.24	1,440.24		
		\$1,542.40		\$0.00	\$186.18	\$89.29	\$20.88	\$46.35	\$14.32	\$164.90	\$1,020.48
			\$0.00	\$0.00	\$1,440.24	\$1,440.24	\$1,440.24	\$1,440.24	\$1,440.24		
10000 Pursell, Larry M 2636	05/30/2014	1,524.81		.00	62.58	76.00	17.78	41.68	12.87	341.87	972.03
			.00	.00	1,225.79	1,225.79	1,225.79	1,225.79	1,225.79		
		\$1,524.81		\$0.00	\$62.58	\$76.00	\$17.78	\$41.68	\$12.87	\$341.87	\$972.03



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

10000 Reynolds, John 1434	05/30/2014		\$0.00	\$0.00	\$1,225.79	\$1,225.79	\$1,225.79	\$1,225.79	\$1,225.79		
		1,560.80		.00	204.64	94.83	22.18	52.00	16.06	67.13	1,103.96
			.00	.00	1,529.53	1,529.53	1,529.53	1,529.53	1,529.53		
		\$1,560.80	\$0.00	\$0.00	\$204.64	\$94.83	\$22.18	\$52.00	\$16.06	\$67.13	\$1,103.96
		\$0.00	\$0.00	\$1,529.53	\$1,529.53	\$1,529.53	\$1,529.53	\$1,529.53			
10000 Ruble, Dareal L 0421	05/30/2014		\$0.00	\$0.00	\$1,529.53	\$1,529.53	\$1,529.53	\$1,529.53	\$1,529.53		
		1,567.20		.00	202.15	94.22	22.04	51.67	15.96	117.79	1,063.37
			.00	.00	1,519.56	1,519.56	1,519.56	1,519.56	1,519.56		
		\$1,567.20	\$0.00	\$0.00	\$202.15	\$94.22	\$22.04	\$51.67	\$15.96	\$117.79	\$1,063.37
		\$0.00	\$0.00	\$1,519.56	\$1,519.56	\$1,519.56	\$1,519.56	\$1,519.56			
10000 Sanders, Daniel L 0430	05/30/2014		\$0.00	\$0.00	\$1,519.56	\$1,519.56	\$1,519.56	\$1,519.56	\$1,519.56		
		1,531.20		.00	98.72	92.19	21.56	46.63	12.95	79.01	1,180.14
			.00	.00	1,486.95	1,486.95	1,486.95	1,486.95	1,486.95		
		\$1,531.20	\$0.00	\$0.00	\$98.72	\$92.19	\$21.56	\$46.63	\$12.95	\$79.01	\$1,180.14
		\$0.00	\$0.00	\$1,486.95	\$1,486.95	\$1,486.95	\$1,486.95	\$1,486.95			
597 Sheese, Nicholas S	05/30/2014		\$0.00	\$0.00	\$1,486.95	\$1,486.95	\$1,486.95	\$1,486.95	\$1,486.95		
		1,765.38		.00	170.51	104.45	24.43	57.28	21.90	90.61	1,296.20
			.00	.00	1,684.82	1,684.82	1,684.82	1,684.82	1,684.82		
		\$1,765.38	\$0.00	\$0.00	\$170.51	\$104.45	\$24.43	\$57.28	\$21.90	\$90.61	\$1,296.20
		\$0.00	\$0.00	\$1,684.82	\$1,684.82	\$1,684.82	\$1,684.82	\$1,684.82			
10000 Stinson, Michael L 1384	05/30/2014		\$0.00	\$0.00	\$1,684.82	\$1,684.82	\$1,684.82	\$1,684.82	\$1,684.82		
		1,658.71		.00	185.78	89.13	20.84	48.88	15.09	266.16	1,032.83
			.00	.00	1,437.54	1,437.54	1,437.54	1,437.54	1,437.54		
		\$1,658.71	\$0.00	\$0.00	\$185.78	\$89.13	\$20.84	\$48.88	\$15.09	\$266.16	\$1,032.83
		\$0.00	\$0.00	\$1,437.54	\$1,437.54	\$1,437.54	\$1,437.54	\$1,437.54			
503 Stultz, William D	05/30/2014		\$0.00	\$0.00	\$1,437.54	\$1,437.54	\$1,437.54	\$1,437.54	\$1,437.54		
		922.59		.00	32.26	57.20	13.38	30.06	9.28	.00	780.41
			.00	.00	922.59	922.59	922.59	922.59	922.59		
		\$922.59	\$0.00	\$0.00	\$32.26	\$57.20	\$13.38	\$30.06	\$9.28	\$0.00	\$780.41
		\$0.00	\$0.00	\$922.59	\$922.59	\$922.59	\$922.59	\$922.59			
10000 Van Deventer, Joseph 2325 D	05/30/2014		\$0.00	\$0.00	\$922.59	\$922.59	\$922.59	\$922.59	\$922.59		
		2,550.00		.00	430.97	155.61	36.39	81.48	25.16	135.00	1,685.39
			.00	.00	2,434.83	2,509.83	2,509.83	2,434.83	2,434.83		
		\$2,550.00	\$0.00	\$0.00	\$430.97	\$155.61	\$36.39	\$81.48	\$25.16	\$135.00	\$1,685.39
		\$0.00	\$0.00	\$2,434.83	\$2,509.83	\$2,509.83	\$2,434.83	\$2,434.83			
634 White, Kevin W	05/30/2014		\$0.00	\$0.00	\$2,509.83	\$2,509.83	\$2,509.83	\$2,509.83	\$2,509.83		
		868.32		.00	58.28	53.83	12.59	28.22	8.71	4.62	702.07
			.00	.00	868.32	868.32	868.32	868.32	868.32		
		\$868.32	\$0.00	\$0.00	\$58.28	\$53.83	\$12.59	\$28.22	\$8.71	\$4.62	\$702.07
		\$0.00	\$0.00	\$868.32	\$868.32	\$868.32	\$868.32	\$868.32			



Payroll Register - Board of Public Works

Check Date Range 05/30/14 - 05/30/14

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 Williams, Jon P 0519	05/30/2014	1,655.21		.00	155.58	98.29	22.98	53.90	27.74	140.24	1,156.48
			.00	.00	1,585.25	1,585.25	1,585.25	1,585.25	1,585.25		
		\$1,655.21	\$0.00	\$0.00	\$155.58	\$98.29	\$22.98	\$53.90	\$27.74	\$140.24	\$1,156.48
			\$0.00	\$0.00	\$1,585.25	\$1,585.25	\$1,585.25	\$1,585.25	\$1,585.25		
10000 Workman, Danna J 0532	05/30/2014	1,557.76		.00	167.24	87.67	20.50	44.68	13.80	303.66	920.21
			.00	.00	1,314.00	1,414.00	1,414.00	1,314.00	1,314.00		
		\$1,557.76	\$0.00	\$0.00	\$167.24	\$87.67	\$20.50	\$44.68	\$13.80	\$303.66	\$920.21
			\$0.00	\$0.00	\$1,314.00	\$1,414.00	\$1,414.00	\$1,314.00	\$1,314.00		
10000 Workman, Jeffrey L 0533	05/30/2014	1,655.22		.00	213.21	98.90	23.13	53.17	16.42	125.16	1,125.23
			.00	.00	1,563.80	1,595.05	1,595.05	1,563.80	1,563.80		
		\$1,655.22	\$0.00	\$0.00	\$213.21	\$98.90	\$23.13	\$53.17	\$16.42	\$125.16	\$1,125.23
			\$0.00	\$0.00	\$1,563.80	\$1,595.05	\$1,595.05	\$1,563.80	\$1,563.80		
Department Street - Street Totals		\$52,578.50	\$0.00	\$0.00	\$5,506.45	\$3,069.06	\$717.73	\$1,655.71	\$535.02	\$5,000.46	\$36,094.07
Grand Totals		\$360,400.25	\$0.00	\$0.00	\$38,683.27	\$20,773.77	\$4,858.43	\$11,108.24	\$3,481.79	\$43,236.51	\$238,258.24
			\$0.00	\$0.00	\$326,722.74	\$335,059.60	\$335,059.60	\$326,722.74	\$326,722.74		

***** 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
5/30/2014	Payroll				360,400.25
					<u><u>360,400.25</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 \$ 360,400.25

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 _____



Board of Public Works Claim Register

Invoice Date Range 05/27/14 - 06/06/14

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 101 - General Fund											
Department 01 - Animal Shelter											
Program 010000 - Main											
Account 43430 - Animal Adoption Fees											
David Washburn	REFUND-WASHBURN	01-Washburn-refund adoption fee-canine	Paid by Check # 57441		05/27/2014	05/27/2014	06/06/2014		06/06/2014	75.00	
								Account 43430 - Animal Adoption Fees Totals		Invoice Transactions 1	75.00
Account 52110 - Office Supplies											
383 - Maxwell's Office Supply	100924	01-Maxwells Office-pens, paper, markers,	Paid by EFT # 3256		05/27/2014	05/27/2014	06/06/2014		06/06/2014	117.46	
383 - Maxwell's Office Supply	101029I	01-Maxwells Office-first aid supplies, laminating	Paid by EFT # 3256		05/27/2014	05/27/2014	06/06/2014		06/06/2014	54.77	
383 - Maxwell's Office Supply	101049	01-Maxwells Office-name tags, pencil	Paid by EFT # 3256		05/27/2014	05/27/2014	06/06/2014		06/06/2014	15.45	
383 - Maxwell's Office Supply	101113	01-Maxwells Office-desk organizer	Paid by EFT # 3256		05/27/2014	05/27/2014	06/06/2014		06/06/2014	42.00	
								Account 52110 - Office Supplies Totals		Invoice Transactions 4	\$229.68
Account 52210 - Institutional Supplies											
313 - Fastenal Company	INBLM168874	01-Fastenal-vnyl gloves, laundry detergent, trash	Paid by EFT # 3221		05/27/2014	05/27/2014	06/06/2014		06/06/2014	230.32	
313 - Fastenal Company	INBLM168999	01-Fastenal-batteries, toilet paper, kennel	Paid by EFT # 3221		05/27/2014	05/27/2014	06/06/2014		06/06/2014	182.91	
313 - Fastenal Company	INBLM169192	01-Fastenal-garbage bags, q-tips	Paid by EFT # 3221		05/27/2014	05/27/2014	06/06/2014		06/06/2014	188.24	
3931 - General Pet Supply Ohio Valley, LLC	3639911	01-General Pet Supply-Science diet food-	Paid by Check # 57367		05/27/2014	05/27/2014	06/06/2014		06/06/2014	249.48	
4137 - Patterson Veterinary Supply, INC	878/1619048	01-Patterson Vet-euthanasia drug,	Paid by EFT # 3266		05/27/2014	05/27/2014	06/06/2014		06/06/2014	290.70	
4137 - Patterson Veterinary Supply, INC	878/1621296	01-Patterson Vet-e-collars	Paid by EFT # 3266		05/27/2014	05/27/2014	06/06/2014		06/06/2014	10.36	
4137 - Patterson Veterinary Supply, INC	878/1621295	01-Patterson Vet-wormer, fluids	Paid by EFT # 3266		05/27/2014	05/27/2014	06/06/2014		06/06/2014	392.72	
4137 - Patterson Veterinary Supply, INC	878/1623123	01-Patterson Vet-wormer, antibiotics,	Paid by EFT # 3266		05/27/2014	05/27/2014	06/06/2014		06/06/2014	1,006.39	
								Account 52210 - Institutional Supplies Totals		Invoice Transactions 8	\$2,551.12
Account 52340 - Other Repairs and Maintenance											
4456 - Hospitality Marketing Services, INC	5011405	01-Wholesale Folding Tables/Chairs-folding	Paid by EFT # 3238		05/27/2014	05/27/2014	06/06/2014		06/06/2014	306.49	
394 - Kleindorfer Hardware & Variety	419741	01-Kleindorfers-hose repair supplies, sprayers	Paid by EFT # 3251		05/27/2014	05/27/2014	06/06/2014		06/06/2014	33.99	
								Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 2	\$340.48
Account 53130 - Medical											

3376 - Bloomington Pets Alive, INC	9960	01-Blgtn Pets Alive-spay/neuter fees 5/1-	Paid by EFT # 3200	05/27/2014	05/27/2014	06/06/2014	06/06/2014	2,350.00
4441 - Combs Veterinary Clinic, LLC	259028	01-Combs Vet Clinic-vet visit for sick rabbit-	Paid by Check # 57348	05/27/2014	05/27/2014	06/06/2014	06/06/2014	53.80
4441 - Combs Veterinary Clinic, LLC	258446	01-Combs Vet-meds for sick lizard	Paid by Check # 57347	05/27/2014	05/27/2014	06/06/2014	06/06/2014	7.68
54639 - Town & Country Veterinary Clinic, INC	28301	01-Town & Country Vet-spay & pin removal on	Paid by Check # 57422	05/27/2014	05/27/2014	06/06/2014	06/06/2014	130.30
54639 - Town & Country Veterinary Clinic, INC	28211	01-Town & Country Vet-spay/neuter vet services	Paid by Check # 57422	05/27/2014	05/27/2014	06/06/2014	06/06/2014	201.00
54639 - Town & Country Veterinary Clinic, INC	28508	01-Town & Country Vet-spay, x-ray for injured	Paid by Check # 57422	05/27/2014	05/27/2014	06/06/2014	06/06/2014	163.50
54639 - Town & Country Veterinary Clinic, INC	28481	01-Town & Country Vet-spay/neuter surgeries-	Paid by Check # 57422	05/27/2014	05/27/2014	06/06/2014	06/06/2014	352.50
Account 53130 - Medical Contract						Medical Totals	Invoice Transactions 7	\$3,258.78
13969 - AT&T Mobility II, LLC	PW05192014	02-AT&T Mobility-cell phone chgs 4/12-	Paid by Check # 57328	05/27/2014	05/27/2014	06/06/2014	06/06/2014	50.52
Account 53150 - Communications Contract						Communications Contract Totals	Invoice Transactions 1	\$50.52
4480 - Sherry A Gore (Marketing Solutions Management)	14COB01	01-Marketing Solutions Mgmt-purchase image	Paid by Check # 57370	05/27/2014	05/27/2014	06/06/2014	06/06/2014	319.93
Account 53310 - Printing						Printing Totals	Invoice Transactions 1	\$319.93
Program 010000 - Main						Main Totals	Invoice Transactions 24	\$6,825.51
Department 01 - Animal Shelter						Animal Shelter Totals	Invoice Transactions 24	\$6,825.51
Department 02 - Public Works								
Program 020000 - Main								
Account 46060 - Other Violations								
Dishman Enterprises, Inc.	REFUND-DISHMAN	26-Dishman Ent-refund for pkg citations	Paid by Check # 57433	05/27/2014	05/27/2014	06/06/2014	06/06/2014	40.00
Ronald Fish	REFUND-FISH	26-Fish-refund pkg citation H1401876	Paid by Check # 57434	05/27/2014	05/27/2014	06/06/2014	06/06/2014	4.00
Joyce Jewell	REFUND-JEWELL	26-Jewell-refund pkg citation I1402583	Paid by Check # 57436	05/27/2014	05/27/2014	06/06/2014	06/06/2014	20.00
Akhadov Temurjon	REFUND-TEMURJON	26-Temurjon-refund pkg citation B1402435	Paid by Check # 57439	05/27/2014	05/27/2014	06/06/2014	06/06/2014	40.00
Account 46060 - Other Violations						Other Violations Totals	Invoice Transactions 4	\$104.00
13969 - AT&T Mobility II, LLC	PW05192014	02-AT&T Mobility-cell phone chgs 4/12-	Paid by Check # 57328	05/27/2014	05/27/2014	06/06/2014	06/06/2014	234.58
Account 53150 - Communications Contract						Communications Contract Totals	Invoice Transactions 1	\$234.58
933 - United States Postal Service	PW-14-001	02 - Postage Reimbursement for 2014	Paid by Check # 57426	05/27/2014	05/27/2014	06/06/2014	06/06/2014	20,000.00
Account 53220 - Postage						Postage Totals	Invoice Transactions 1	\$20,000.00
3560 - First Financial Bank / Credit Cards	ENG JOB	ENG Job Posting	Paid by Check # 57362	05/27/2014	05/27/2014	06/06/2014	06/06/2014	297.00
3560 - First Financial Bank / Credit Cards	ENG Job Posting	ENG Job Posting at Boxwood Tech	Paid by Check # 57362	05/27/2014	05/27/2014	06/06/2014	06/06/2014	495.00
Account 53320 - Advertising						Advertising Totals	Invoice Transactions 2	\$792.00

Account 53730 - Machinery and Equipment Rental								
371 - Pitney Bowes Inc	2147363-MY14	17 - Pitney Bowes - Postage machine rental	Paid by Check # 57398	05/27/2014	05/27/2014	06/06/2014	06/06/2014	247.00
						Account 53730 - Machinery and Equipment Rental Totals	Invoice Transactions 1	\$247.00
						Program 020000 - Main Totals	Invoice Transactions 9	\$21,377.58
						Department 02 - Public Works Totals	Invoice Transactions 9	\$21,377.58
Department 04 - Economic & Sustainable Dev								
Program 040000 - Main								
Account 53960 - Grants								
2538 - Bloomington Chamber Singers	2014 BAC GRANT	04 - BloomingtonChamber	Paid by EFT # 3198	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1,253.18
3595 - Carlson-Palmer Productions, LLC	2014 BAC Grant	04 - Carlson Palmer Productions - BAC Art	Paid by EFT # 3205	05/27/2014	05/27/2014	06/06/2014	06/06/2014	816.52
3946 - Writers Guild at Bloomington, INC	2014 BAC Grant	04 - Writers Guild - BAC Art Grant	Paid by EFT # 3302	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1,315.91
						Account 53960 - Grants Totals	Invoice Transactions 3	\$3,385.61
Account 53970 - Mayor's Promotion of Business								
230 - South Central Community Action Program, Inc	1005	Final payment of 2013 Supar Grant	Paid by Check # 57410	05/27/2014	05/27/2014	06/06/2014	06/06/2014	3,696.89
						Account 53970 - Mayor's Promotion of Business Totals	Invoice Transactions 1	\$3,696.89
						Program 040000 - Main Totals	Invoice Transactions 4	\$7,082.50
						Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions 4	\$7,082.50
Department 05 - Common Council								
Program 050000 - Main								
Account 53160 - Instruction								
3560 - First Financial Bank / Credit Cards	IMLA5/2014	05 - IMLA~Municipal Law XXXI registration	Paid by Check # 57362	05/27/2014	05/27/2014	06/06/2014	06/06/2014	275.00
						Account 53160 - Instruction Totals	Invoice Transactions 1	\$275.00
						Program 050000 - Main Totals	Invoice Transactions 1	\$275.00
						Department 05 - Common Council Totals	Invoice Transactions 1	\$275.00
Department 06 - Controller's Office								
Program 060000 - Main								
Account 53960 - Grants								
616 - Dale A Enochs	3	Break Away Sculpture	Paid by EFT # 3217	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1,254.28
						Account 53960 - Grants Totals	Invoice Transactions 1	\$1,254.28
						Program 060000 - Main Totals	Invoice Transactions 1	\$1,254.28
						Department 06 - Controller's Office Totals	Invoice Transactions 1	\$1,254.28
Department 07 - Engineering								
Program 070000 - Main								
Account 53150 - Communications Contract								
13969 - AT&T Mobility II, LLC	PW05192014	02-AT&T Mobility-cell phone chgs 4/12-	Paid by Check # 57328	05/27/2014	05/27/2014	06/06/2014	06/06/2014	326.10
						Account 53150 - Communications Contract Totals	Invoice Transactions 1	\$326.10
Account 53990 - Other Services and Charges								
205 - City Of Bloomington	PC000279718	07 - Petty Cash Reimburse - Monroe	Paid by Check # 57345	05/27/2014	05/27/2014	06/06/2014	06/06/2014	22.00
						Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$22.00
						Program 070000 - Main Totals	Invoice Transactions 2	\$348.10

Department 09 - CFRD				Department 07 - Engineering Totals				Invoice Transactions 2	\$348.10
Program 090000 - Main									
Account 52110 - Office Supplies									
383 - Maxwell's Office Supply	101052	09-office supplies	Paid by EFT # 3256	05/27/2014	05/27/2014	06/06/2014	06/06/2014	206.79	
				Account 52110 - Office Supplies Totals				Invoice Transactions 1	\$206.79
				Program 090000 - Main Totals				Invoice Transactions 1	\$206.79
				Department 09 - CFRD Totals				Invoice Transactions 1	\$206.79
Department 10 - Legal									
Program 100000 - Main									
Account 53120 - Special Legal Services									
19660 - Bose Mckinney & Evans Lip	599357	10 - Tax advice on Private Use Lease	Paid by Check # 57336	05/27/2014	05/27/2014	06/06/2014	06/06/2014	615.00	
731 - Travelers	000461344	10 - Law enforcement liability suit: Kevin	Paid by Check # 57424	05/27/2014	05/27/2014	06/06/2014	06/06/2014	44.70	
				Account 53120 - Special Legal Services Totals				Invoice Transactions 2	\$659.70
Account 53210 - Telephone									
13969 - AT&T Mobility II, LLC	4/12 - 5/11/14	10 - cell phone bill for 4-12-14 thru 5-11-14	Paid by Check # 57325	05/27/2014	05/27/2014	06/06/2014	06/06/2014	52.68	
				Account 53210 - Telephone Totals				Invoice Transactions 1	\$52.68
Account 53910 - Dues and Subscriptions									
3956 - Thomson Reuters- West	829482312	10 - April 2014 West information charges	Paid by Check # 57421	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1,408.66	
3956 - Thomson Reuters- West	829561792	10 - library plan & Assured Print Pricing	Paid by Check # 57421	05/27/2014	05/27/2014	06/06/2014	06/06/2014	850.41	
				Account 53910 - Dues and Subscriptions Totals				Invoice Transactions 2	\$2,259.07
Account 53990 - Other Services and Charges									
204 - State Of Indiana	1990060026	10 - Indiana Business Entity report	Paid by Check # 57412	05/27/2014	05/27/2014	06/06/2014	06/06/2014	10.00	
				Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	\$10.00
				Program 100000 - Main Totals				Invoice Transactions 6	\$2,981.45
Program 101000 - Human Rights									
Account 53990 - Other Services and Charges									
732 - Mckinney, Barbara	july4parade2014	10 - 4th of July Parade application entry fee	Paid by Check # 57386	05/27/2014	05/27/2014	06/06/2014	06/06/2014	20.00	
				Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	\$20.00
				Program 101000 - Human Rights Totals				Invoice Transactions 1	\$20.00
				Department 10 - Legal Totals				Invoice Transactions 7	\$3,001.45
Department 11 - Mayor's Office									
Program 110000 - Main									
Account 53320 - Advertising									
50706 - Bloomington Magazine, INC (Bloom Magazine)	DB2-14A	11 - Full page ad in Distinctvely Bloomington	Paid by EFT # 3196	05/27/2014	05/27/2014	06/06/2014	06/06/2014	435.00	
				Account 53320 - Advertising Totals				Invoice Transactions 1	\$435.00
				Program 110000 - Main Totals				Invoice Transactions 1	\$435.00
				Department 11 - Mayor's Office Totals				Invoice Transactions 1	\$435.00

383 - Maxwell's Office Supply	101031	12 Office supplies	Paid by EFT # 3256	05/27/2014	05/27/2014	06/06/2014	06/06/2014	99.30
			Account 52110 - Office Supplies Totals				Invoice Transactions 1	<u>\$99.30</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	287255178490X 519	12 Union Cell phone	Paid by Check # 57324	05/27/2014	05/27/2014	06/06/2014	06/06/2014	44.14
			Account 53210 - Telephone Totals				Invoice Transactions 1	<u>\$44.14</u>
			Program 120000 - Main Totals				Invoice Transactions 2	<u>\$143.44</u>
			Department 12 - Human Resources Totals				Invoice Transactions 2	<u>\$143.44</u>
Department 13 - Planning								
Program 130000 - Main								
Account 53160 - Instruction								
3694 - Katie Bannon	2014-00000364	13-Travel reimb-conf regist,hotel,plane ticket	Paid by Check # 57330	05/27/2014	05/27/2014	06/06/2014	06/06/2014	675.00
			Account 53160 - Instruction Totals				Invoice Transactions 1	<u>\$675.00</u>
Account 53230 - Travel								
3694 - Katie Bannon	2014-00000364	13-Travel reimb-conf regist,hotel,plane ticket	Paid by Check # 57330	05/27/2014	05/27/2014	06/06/2014	06/06/2014	729.30
			Account 53230 - Travel Totals				Invoice Transactions 1	<u>\$729.30</u>
Account 53320 - Advertising								
818 - Everywhere Signs, LLC	45516	13-Ten signs for "Bike to Work Day" (Bike/Ped	Paid by EFT # 3219	05/27/2014	05/27/2014	06/06/2014	06/06/2014	150.00
			Account 53320 - Advertising Totals				Invoice Transactions 1	<u>\$150.00</u>
			Program 130000 - Main Totals				Invoice Transactions 3	<u>\$1,554.30</u>
			Department 13 - Planning Totals				Invoice Transactions 3	<u>\$1,554.30</u>
Department 19 - Facilities Maintenance								
Program 190000 - Main								
Account 52210 - Institutional Supplies								
2966 - Barrett Supplies & Equipment, INC	126410	19-Barrett Supplies-restroom supplies for	Paid by EFT # 3190	05/27/2014	05/27/2014	06/06/2014	06/06/2014	720.00
2966 - Barrett Supplies & Equipment, INC	126433	19-Barrett Supplies-restroom supplies City	Paid by EFT # 3190	05/27/2014	05/27/2014	06/06/2014	06/06/2014	641.81
2966 - Barrett Supplies & Equipment, INC	126410-2	19-Barrett Supplies-roll paper towels for City	Paid by EFT # 3190	05/27/2014	05/27/2014	06/06/2014	06/06/2014	55.65
2966 - Barrett Supplies & Equipment, INC	126410-1	19-Barrett Supplies-trash bags/roll paper	Paid by EFT # 3190	05/27/2014	05/27/2014	06/06/2014	06/06/2014	21.45
2966 - Barrett Supplies & Equipment, INC	126433-1	19-Barrett Supplies-trash bags for restrooms	Paid by EFT # 3190	05/27/2014	05/27/2014	06/06/2014	06/06/2014	21.45
			Account 52210 - Institutional Supplies Totals				Invoice Transactions 5	<u>\$1,460.36</u>
Account 52310 - Building Materials and Supplies								
409 - Black Lumber Co Inc	204793	19-Black Lumber-ACC-caulk/putty knife-repair	Paid by EFT # 3194	05/27/2014	05/27/2014	06/06/2014	06/06/2014	6.98
4475 - IDW, LLC	1013288	19-ID Wholesaler-ID cards/printer supplies-	Paid by Check # 57376	05/27/2014	05/27/2014	06/06/2014	06/06/2014	194.00
1537 - Indiana Door & Hardware Specialties, INC	6185	19-IN Door & Hardware-ACC-replaced bad door	Paid by Check # 57377	05/27/2014	05/27/2014	06/06/2014	06/06/2014	90.00
395 - Kirby Risk Corp	S107490359.001	19-Kirby Risk-BPD-replacement of fan	Paid by EFT # 3250	05/27/2014	05/27/2014	06/06/2014	06/06/2014	111.28
394 - Kleindorfer Hardware & Variety	420987	19-Kleindorfers-BPD-hardware to install	Paid by EFT # 3251	05/27/2014	05/27/2014	06/06/2014	06/06/2014	32.34

394 - Kleindorfer Hardware & Variety	420893	19-Kleindorfers-FS#2(OPS)-toilet seat	Paid by EFT # 3251	05/27/2014	05/27/2014	06/06/2014	06/06/2014	9.79	
394 - Kleindorfer Hardware & Variety	431546	19-Kleindorfers-Street-urinal kit, vacuum	Paid by EFT # 3251	05/27/2014	05/27/2014	06/06/2014	06/06/2014	27.28	
394 - Kleindorfer Hardware & Variety	431128	19-Kleindorfers-FS#1-flood light replacement	Paid by EFT # 3251	05/27/2014	05/27/2014	06/06/2014	06/06/2014	11.99	
394 - Kleindorfer Hardware & Variety	419675	19-Kleindorfers-FS#1-new window cranks	Paid by EFT # 3251	05/27/2014	05/27/2014	06/06/2014	06/06/2014	64.00	
394 - Kleindorfer Hardware & Variety	419573	19-Kleindorfers-City Hall-wrench, 3/4 pipe	Paid by EFT # 3251	05/27/2014	05/27/2014	06/06/2014	06/06/2014	13.88	
394 - Kleindorfer Hardware & Variety	419947	19-Kleindorfers-ACC-seam binder, door	Paid by EFT # 3251	05/27/2014	05/27/2014	06/06/2014	06/06/2014	16.98	
394 - Kleindorfer Hardware & Variety	419676	19-Kleindorfers-OOTM-faucet	Paid by EFT # 3251	05/27/2014	05/27/2014	06/06/2014	06/06/2014	48.99	
394 - Kleindorfer Hardware & Variety	419728	19-Kleindorfers-OOTM-supply line	Paid by EFT # 3251	05/27/2014	05/27/2014	06/06/2014	06/06/2014	8.98	
4443 - The Sherwin Williams Company	Tran #3567-3	19-The Sherwin Williams Co-FS#4-paint/roller kit	Paid by EFT # 3294	05/27/2014	05/27/2014	06/06/2014	06/06/2014	27.97	
						Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 14	\$664.46
Account 53510 - Electrical Services									
223 - Duke Energy	61303727018-5/14	19-Duke Energy-summary billing dated	Paid by Check # 57356	05/27/2014	05/27/2014	06/06/2014	06/06/2014	16,586.81	
						Account 53510 - Electrical Services Totals		Invoice Transactions 1	\$16,586.81
Account 53540 - Natural Gas									
222 - Vectren	53530493-5/9/14	19-Vectren-gas billing 4/9/14-5/9/14-BPD	Paid by Check # 57428	05/27/2014	05/27/2014	06/06/2014	06/06/2014	52.42	
222 - Vectren	51863666-5/8/14	19-Vectren-gas billing 4/8/14-5/8/14-Fleet	Paid by Check # 57428	05/27/2014	05/27/2014	06/06/2014	06/06/2014	134.47	
222 - Vectren	52418247-5/8/14	19-Vectren-gas billing 4/8/14-5/8/14-Street	Paid by Check # 57428	05/27/2014	05/27/2014	06/06/2014	06/06/2014	139.29	
222 - Vectren	52973046-5/8/14	19-Vectren-gas billing 4/8/14-5/8/14-FS#5	Paid by Check # 57428	05/27/2014	05/27/2014	06/06/2014	06/06/2014	120.36	
222 - Vectren	55199913-5/15/14	19-Vectren-gas billing 4/15/14-5/15/14-FS#3	Paid by Check # 57428	05/27/2014	05/27/2014	06/06/2014	06/06/2014	171.23	
222 - Vectren	50760227-5/14/14	19-Vectren-gas billing 4/14/14-5/14/14-FS#4	Paid by Check # 57428	05/27/2014	05/27/2014	06/06/2014	06/06/2014	159.25	
222 - Vectren	51869911-5/14/14	19-Vectren-gas billing 4/15/14-5/14/14-FS#1	Paid by Check # 57428	05/27/2014	05/27/2014	06/06/2014	06/06/2014	140.16	
						Account 53540 - Natural Gas Totals		Invoice Transactions 7	\$917.18
Account 53610 - Building Repairs									
21104 - Cummins Crosspoint, LLC	001-70760	19-Cummins Crosspoint-FS#2(OPS)-emergency	Paid by EFT # 3213	05/27/2014	05/27/2014	06/06/2014	06/06/2014	907.57	
321 - Harrell Fish, INC	S75303	19-HFI-ACC-repair furnace	Paid by EFT # 3231	05/27/2014	05/27/2014	06/06/2014	06/06/2014	454.18	
321 - Harrell Fish, INC	S75301	19-HFI-City Hall-repair cooling tower	Paid by EFT # 3231	05/27/2014	05/27/2014	06/06/2014	06/06/2014	178.00	
321 - Harrell Fish, INC	S75473	19-HFI-FS#4-unstopped kitchen drain	Paid by EFT # 3231	05/27/2014	05/27/2014	06/06/2014	06/06/2014	136.00	
321 - Harrell Fish, INC	S75543	19-HFI-FS#1-repair a/c unit in Chief's office	Paid by EFT # 3231	05/27/2014	05/27/2014	06/06/2014	06/06/2014	256.93	
						Account 53610 - Building Repairs Totals		Invoice Transactions 5	\$1,932.68
Account 53630 - Machinery and Equipment Repairs									

321 - Harrell Fish, INC	M40708-E	19-HFI-FS#2-pm contract Spring 2014	Paid by EFT # 3231	05/27/2014	05/27/2014	06/06/2014	06/06/2014	531.00
321 - Harrell Fish, INC	M40709-E	19-HFI-FS#3-pm contract Spring 2014	Paid by EFT # 3231	05/27/2014	05/27/2014	06/06/2014	06/06/2014	531.00
321 - Harrell Fish, INC	M40710-E	19-HFI-FS#4-pm contract Spring 2014	Paid by EFT # 3231	05/27/2014	05/27/2014	06/06/2014	06/06/2014	531.00
321 - Harrell Fish, INC	M40711-E	19-HFI-FS#5-pm contract Spring 2014	Paid by EFT # 3231	05/27/2014	05/27/2014	06/06/2014	06/06/2014	318.00
						Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 4	<u>\$1,911.00</u>
Account 53650 - Other Repairs								
321 - Harrell Fish, INC	M40707-E	19-HFI-FS#1-pm contract Spring 2014	Paid by EFT # 3231	05/27/2014	05/27/2014	06/06/2014	06/06/2014	717.00
8353 - Umphress Masonry, Inc	51514	19-Umphress Masonry- BPD renovations	Paid by Check # 57425	05/27/2014	05/27/2014	06/06/2014	06/06/2014	3,750.00
8353 - Umphress Masonry, Inc	51514-4	19-Umphress Masonry- BPD renovations	Paid by Check # 57425	05/27/2014	05/27/2014	06/06/2014	06/06/2014	350.11
						Account 53650 - Other Repairs Totals	Invoice Transactions 3	<u>\$4,817.11</u>
						Program 190000 - Main Totals	Invoice Transactions 39	<u>\$28,289.60</u>
						Department 19 - Facilities Maintenance Totals	Invoice Transactions 39	<u>\$28,289.60</u>
Department 28 - ITS								
Program 280000 - Main								
Account 52420 - Other Supplies								
53442 - Paragon Micro, INC	257940	28 REQ#14-050268 Paragon Micro labels	Paid by EFT # 3265	05/27/2014	05/27/2014	06/06/2014	06/06/2014	50.00
						Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$50.00</u>
Account 53640 - Hardware and Software Maintenance								
3560 - First Financial Bank / Credit Cards	THESSL7677172 5	28REQ#14-050294 certificate	Paid by Check # 57362	05/27/2014	05/27/2014	06/06/2014	06/06/2014	119.33
						Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1	<u>\$119.33</u>
Account 53910 - Dues and Subscriptions								
3560 - First Financial Bank / Credit Cards	6811208	28REQ#14-040186 37signals	Paid by Check # 57362	05/27/2014	05/27/2014	06/06/2014	06/06/2014	24.00
						Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$24.00</u>
						Program 280000 - Main Totals	Invoice Transactions 3	<u>\$193.33</u>
						Department 28 - ITS Totals	Invoice Transactions 3	<u>\$193.33</u>
						Fund 101 - General Fund Totals	Invoice Transactions 97	<u>\$70,986.88</u>
Fund 103 - Restricted Donations								
Department 06 - Controller's Office								
Program 401301 - Planning EC Eco Hero								
Account 53990 - Other Services and Charges								
11589 - Bloomington Cooperative Services, INC	0001959-IN	13-Cookies for Eco Hero Ceremony	Paid by Check # 57334	05/27/2014	05/27/2014	06/06/2014	06/06/2014	55.00
						Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$55.00</u>
						Program 401301 - Planning EC Eco Hero Totals	Invoice Transactions 1	<u>\$55.00</u>
						Department 06 - Controller's Office Totals	Invoice Transactions 1	<u>\$55.00</u>
						Fund 103 - Restricted Donations Totals	Invoice Transactions 1	<u>\$55.00</u>
Fund 312 - Community Services								
Department 09 - CFRD								
Program 090018 - CBVN								
Account 52420 - Other Supplies								

891 - Schaich, Lucy	52QJ6CR	09-reimburse Animoto 1- month video program	Paid by Check # 57404	05/27/2014	05/27/2014	06/06/2014	06/06/2014	39.00
						Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$39.00</u>
						Program 090018 - CBVN Totals	Invoice Transactions 1	<u>\$39.00</u>
Program 090020 - Commission on Aging								
Account 52420 - Other Supplies								
3494 - Alice Oestreich	CV4051084	09-reimburse for CoA supplies--buttons	Paid by Check # 57394	05/27/2014	05/27/2014	06/06/2014	06/06/2014	342.50
						Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$342.50</u>
						Program 090020 - Commission on Aging Totals	Invoice Transactions 1	<u>\$342.50</u>
						Department 09 - CFRD Totals	Invoice Transactions 2	<u>\$381.50</u>
						Fund 312 - Community Services Totals	Invoice Transactions 2	<u>\$381.50</u>
Fund 401 - Non-Reverting Telecommunications								
Department 25 - Telecommunications								
Program 254000 - Infrastructure								
Account 53170 - Mgt. Fee, Consultants, and Workshops								
19385 - New World Systems Corporation	035594	Consultant & Travel Expense	Paid by Check # 57393	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1,849.57
19385 - New World Systems Corporation	035322	Consultant & Travel Expense	Paid by Check # 57393	05/27/2014	05/27/2014	06/06/2014	06/06/2014	10,560.00
						Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 2	<u>\$12,409.57</u>
Account 53210 - Telephone								
1079 - AT&T	812339226105	25req#14-050284 AT&T City phone lines	Paid by Check # 57320	05/27/2014	05/27/2014	06/06/2014	06/06/2014	4,960.33
1079 - AT&T	849494015-5	25REQ#14-050288 long distance charges	Paid by Check # 57319	05/27/2014	05/27/2014	06/06/2014	06/06/2014	558.86
13969 - AT&T Mobility II, LLC	287255783758X021	25REQ#14-050283 wireless charges	Paid by Check # 57324	05/27/2014	05/27/2014	06/06/2014	06/06/2014	593.02
						Account 53210 - Telephone Totals	Invoice Transactions 3	<u>\$6,112.21</u>
Account 54450 - Equipment								
53442 - Paragon Micro, INC	261603	25 REQ#14-050277 hardware ITS	Paid by EFT # 3265	05/27/2014	05/27/2014	06/06/2014	06/06/2014	259.99
53442 - Paragon Micro, INC	259249	25REQ#14-050239 hardware mayor	Paid by EFT # 3265	05/27/2014	05/27/2014	06/06/2014	06/06/2014	67.99
						Account 54450 - Equipment Totals	Invoice Transactions 2	<u>\$327.98</u>
						Program 254000 - Infrastructure Totals	Invoice Transactions 7	<u>\$18,849.76</u>
Program 256000 - Services								
Account 53150 - Communications Contract								
51192 - Comcast Of Bloomington	0172628607702	25 REQ#14-050273 2 m	Paid by Check # 57350	05/27/2014	05/27/2014	06/06/2014	06/06/2014	94.35
51192 - Comcast Of Bloomington	0172611111803	25 REQ#14-050272 2 I	Paid by Check # 57350	05/27/2014	05/27/2014	06/06/2014	06/06/2014	87.47
203 - Indiana University	2868770	3940 Kinser Pike 25REQ#14-050289 special ciruicuits	Paid by Check # 57378	05/27/2014	05/27/2014	06/06/2014	06/06/2014	65.00
						Account 53150 - Communications Contract Totals	Invoice Transactions 3	<u>\$246.82</u>
Account 53640 - Hardware and Software Maintenance								
3989 - RICOH USA, INC	5030814311	25REQ#14-050285 billing period	Paid by Check # 57402	05/27/2014	05/27/2014	06/06/2014	06/06/2014	475.76
						Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1	<u>\$475.76</u>
Account 54420 - Purchase of Equipment								

1961 - GE Capital Information Technology Solutions, Inc	92396664	25 REQ#14-050270 billing period	Paid by Check # 57366	05/27/2014	05/27/2014	06/06/2014	06/06/2014	151.50
			Account 54420 - Purchase of Equipment Totals			Invoice Transactions 1		\$151.50
			Program 256000 - Services Totals			Invoice Transactions 5		\$874.08
			Department 25 - Telecommunications Totals			Invoice Transactions 12		\$19,723.84
			Fund 401 - Non-Reverting Telecommunications Totals			Invoice Transactions 12		\$19,723.84
Fund 405 - Non-Reverting Improvement I								
Department 06 - Controller's Office								
Program 060000 - Main								
Account 53120 - Special Legal Services								
3515 - Bingham Greenebaum Doll LLP	4295741	10 - Professional Services rendered	Paid by Check # 57332	05/27/2014	05/27/2014	06/06/2014	06/06/2014	54,667.50
			Account 53120 - Special Legal Services Totals			Invoice Transactions 1		\$54,667.50
			Program 060000 - Main Totals			Invoice Transactions 1		\$54,667.50
			Department 06 - Controller's Office Totals			Invoice Transactions 1		\$54,667.50
			Fund 405 - Non-Reverting Improvement I Totals			Invoice Transactions 1		\$54,667.50
Fund 450 - Local Road and Street								
Department 20 - Street								
Program 200000 - Main								
Account 53520 - Street Lights / Traffic Signals								
223 - Duke Energy	321W-4/2-5/2/14	20-Duke Energy-elec chqs S. Walnut St street	Paid by Check # 57357	05/27/2014	05/27/2014	06/06/2014	06/06/2014	21.31
223 - Duke Energy	WSP-4/30/14	20-Duke Energy-elec chqs street light-S.	Paid by Check # 57357	05/27/2014	05/27/2014	06/06/2014	06/06/2014	6.61
223 - Duke Energy	WEB-4/30/14	20-Duke Energy-elec chqs street light-Woods	Paid by Check # 57357	05/27/2014	05/27/2014	06/06/2014	06/06/2014	6.05
223 - Duke Energy	PED-4/30/14	20-Duke Energy-elec chqs street light-Pete	Paid by Check # 57357	05/27/2014	05/27/2014	06/06/2014	06/06/2014	8.04
223 - Duke Energy	CB&SB-4/30/14	20-Duke Energy-elec chqs street light-	Paid by Check # 57357	05/27/2014	05/27/2014	06/06/2014	06/06/2014	5.92
223 - Duke Energy	502037250165714	20-Duke Energy-street light summary billing-	Paid by Check # 57357	05/27/2014	05/27/2014	06/06/2014	06/06/2014	36,362.95
223 - Duke Energy	297036930145914	20-Duke Energy-traffic signal summary billing-	Paid by Check # 57357	05/27/2014	05/27/2014	06/06/2014	06/06/2014	2,666.37
			Account 53520 - Street Lights / Traffic Signals Totals			Invoice Transactions 7		\$39,077.25
			Program 200000 - Main Totals			Invoice Transactions 7		\$39,077.25
			Department 20 - Street Totals			Invoice Transactions 7		\$39,077.25
			Fund 450 - Local Road and Street Totals			Invoice Transactions 7		\$39,077.25
Fund 451 - Motor Vehicle Highway								
Department 20 - Street								
Program 200000 - Main								
Account 52110 - Office Supplies								
383 - Maxwell's Office Supply	100890	20-Maxwell's Office-key tags for vehicles	Paid by EFT # 3256	05/27/2014	05/27/2014	06/06/2014	06/06/2014	7.46
			Account 52110 - Office Supplies Totals			Invoice Transactions 1		\$7.46
Account 52330 - Street, Alley, and Sewer Material								
872 - Dave O'Mara Contractor, INC	116-343014	20-Dave O'Mara-surface for Clarizz Blvd-4/30,	Paid by EFT # 3214	05/27/2014	05/27/2014	06/06/2014	06/06/2014	8,228.59
872 - Dave O'Mara Contractor, INC	116-342614	20-Dave O'Mara-asphalt for patching-4/21-	Paid by EFT # 3214	05/27/2014	05/27/2014	06/06/2014	06/06/2014	2,901.81

872 - Dave O'Mara Contractor, INC	116-350314	20-Dave O'Mara-asphalt-paving & patching-5/1-	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	6,896.93
3990 - VCNA Prairie, INC	885534486	20-Prairie Material-17th St. SW proj-concrete-5	3214	05/27/2014	05/27/2014	06/06/2014	06/06/2014	425.00
3990 - VCNA Prairie, INC	885543663	20-Prairie Material-17th St SW-concrete-6 yd3-	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	510.00
3990 - VCNA Prairie, INC	885553594	20-Prairie Material-17th St SW-concrete-9 yd3-	3298	05/27/2014	05/27/2014	06/06/2014	06/06/2014	787.50
3990 - VCNA Prairie, INC	885529557	20-Prairie Material-17th St SW-concrete-8 yd3-	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	680.00
3990 - VCNA Prairie, INC	885526788	20-Prairie Material-17th St SW-concrete-4 yd3-	3298	05/27/2014	05/27/2014	06/06/2014	06/06/2014	340.00
3990 - VCNA Prairie, INC	885522404	20-Prairie Material-17th St SW-concrete-6 yd3-	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	510.00
3990 - VCNA Prairie, INC	885522889	20-Prairie Material-17th St SW-concrete-3 yd3-	3298	05/27/2014	05/27/2014	06/06/2014	06/06/2014	255.00
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 10	<u>\$21,534.83</u>
Account 52340 - Other Repairs and Maintenance								
313 - Fastenal Company	INBLM169108	20-Fastenal-paint for pavement marking	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	38.76
Account 52340 - Other Repairs and Maintenance Totals							Invoice Transactions 1	<u>\$38.76</u>
Account 52420 - Other Supplies								
409 - Black Lumber Co Inc	203808	20-Black Lumber-17th St SW--lumber for bus pad	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	11.97
394 - Kleindorfer Hardware & Variety	420995	20-Kleindorfers-white spray paint-graffiti-	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	10.36
349 - White River Cooperative, INC	7453923	20-White River Co-Op-17th St SW-straw	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	19.50
Account 52420 - Other Supplies Totals							Invoice Transactions 3	<u>\$41.83</u>
Account 53150 - Communications Contract								
13969 - AT&T Mobility II, LLC	PW05192014	02-AT&T Mobility-cell phone chgs 4/12-	Paid by Check # 57328	05/27/2014	05/27/2014	06/06/2014	06/06/2014	342.84
Account 53150 - Communications Contract Totals							Invoice Transactions 1	<u>\$342.84</u>
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	1821560500	20-Aramark-uniform rental (minus payroll	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	8.78
19171 - Aramark Uniform & Career Apparel Group, INC	1821560501	20-Aramark-mat services 5/14/14	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	26.39
Account 53920 - Laundry and Other Sanitation Services Totals							Invoice Transactions 2	<u>\$35.17</u>
Account 53990 - Other Services and Charges								
872 - Dave O'Mara Contractor, INC	147489-1	20-Dave O'Mara-tac oil services-Clarizz Blvd-	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	2,252.50
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1	<u>\$2,252.50</u>
Account 54310 - Improvements Other Than Building								
3938 - Courtland Title & Escrow, INC	14003	20-Courtland Title-3rd & Jordan-titlework for Van	Paid by Check # 57352	05/27/2014	05/27/2014	06/06/2014	06/06/2014	417.00
313 - Fastenal Company	INBLM168894	20-Fastenal-3rd & Jordan-aluminum signs	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	87.78
Account 54310 - Improvements Other Than Building Totals							Invoice Transactions 2	<u>\$504.78</u>
Program 200000 - Main Totals							Invoice Transactions 21	<u>\$24,758.17</u>
Department 20 - Street Totals							Invoice Transactions 21	<u>\$24,758.17</u>

				Fund 451 - Motor Vehicle Highway Totals		Invoice Transactions 21		\$24,758.17	
Fund 452 - Parking Enforcement									
Department 26 - Parking Enforcement									
Program 260000 - Main									
Account 53150 - Communications Contract									
13969 - AT&T Mobility II, LLC	PKG-05192014	26-AT&T Mobility-cell phone chgs 4/12-	Paid by Check # 57329	05/27/2014	05/27/2014	06/06/2014	06/06/2014	50.25	
							Account 53150 - Communications Contract Totals	Invoice Transactions 1	\$50.25
Account 53510 - Electrical Services									
223 - Duke Energy	61303727018-5/14	19-Duke Energy-summary billing dated	Paid by Check # 57356	05/27/2014	05/27/2014	06/06/2014	06/06/2014	9,548.27	
							Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$9,548.27
Account 53610 - Building Repairs									
227 - Otis Elevator Company	CBN26189001	19-Otis Elevator-Morton St Garage-elevator	Paid by EFT # 3262	05/27/2014	05/27/2014	06/06/2014	06/06/2014	444.90	
							Account 53610 - Building Repairs Totals	Invoice Transactions 1	\$444.90
Account 53920 - Laundry and Other Sanitation Services									
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	529362618	26-Cintas-uniform rental-5/15/14	Paid by EFT # 3209	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1.50	
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	529363988	26-Cintas-uniform rental-5/22/14	Paid by EFT # 3209	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1.50	
							Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	\$3.00
							Program 260000 - Main Totals	Invoice Transactions 5	\$10,046.42
							Department 26 - Parking Enforcement Totals	Invoice Transactions 5	\$10,046.42
							Fund 452 - Parking Enforcement Totals	Invoice Transactions 5	\$10,046.42
Fund 454 - Alternative Transportation									
Department 02 - Public Works									
Program 020000 - Main									
Account 53150 - Communications Contract									
13969 - AT&T Mobility II, LLC	PKG-05192014	26-AT&T Mobility-cell phone chgs 4/12-	Paid by Check # 57329	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.50	
							Account 53150 - Communications Contract Totals	Invoice Transactions 1	\$100.50
Account 53310 - Printing									
8002 - Safeguard Business Systems, INC	029814361	26-Safeguard-PE window env. to mail bills	Paid by EFT # 3278	05/27/2014	05/27/2014	06/06/2014	06/06/2014	217.19	
							Account 53310 - Printing Totals	Invoice Transactions 1	\$217.19
Account 53920 - Laundry and Other Sanitation Services									
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	529362618	26-Cintas-uniform rental-5/15/14	Paid by EFT # 3209	05/27/2014	05/27/2014	06/06/2014	06/06/2014	5.60	
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	529363988	26-Cintas-uniform rental-5/22/14	Paid by EFT # 3209	05/27/2014	05/27/2014	06/06/2014	06/06/2014	5.60	
							Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	\$11.20
							Program 020000 - Main Totals	Invoice Transactions 4	\$328.89
							Department 02 - Public Works Totals	Invoice Transactions 4	\$328.89
							Fund 454 - Alternative Transportation Totals	Invoice Transactions 4	\$328.89
Fund 455 - Parking Meter Fund									
Department 26 - Parking Enforcement									
Program 260000 - Main									
Account 52420 - Other Supplies									

409 - Black Lumber Co Inc	204099	19-Black Lumber-RR	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	53.88	
		team-decking for trailer	3194						
4508 - Delux Cleaning Supply Inc dba Powerwash.com	3054353	19-Powerwash.com-RR	Paid by Check	05/27/2014	05/27/2014	06/06/2014	06/06/2014	681.00	
		team-surface cleaner	# 57353						
293 - J&S Locksmith Shop, INC	107409	19-J&S Locksmith-RR	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	279.95	
		team-mowing	3246						
394 - Kleindorfer Hardware & Variety	419045	19-Kleindorfers-RR	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	4.09	
		Team-razor scrapper	3251						
394 - Kleindorfer Hardware & Variety	420727	19-Kleindorfers-Graffiti	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	11.88	
		Team-fittings for	3251						
394 - Kleindorfer Hardware & Variety	420869	19-Kleindorfers-RR	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	16.99	
		Team-pruning saw	3251						
394 - Kleindorfer Hardware & Variety	419700	19-Kleindorfers-RR	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	140.27	
		Team-broom, scrub	3251						
394 - Kleindorfer Hardware & Variety	431109	19-Kleindorfers-RR	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	53.24	
		Team-paint thinner,	3251						
394 - Kleindorfer Hardware & Variety	418604	19-Kleindorfers-RR	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	33.90	
		Team-roller pan	3251						
394 - Kleindorfer Hardware & Variety	419564	19-Kleindorfers-RR team-	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	4.00	
		keys for parking lots	3251						
394 - Kleindorfer Hardware & Variety	401845	19-Kleindorfers-RR team-	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	4.00	
		keys for misc	3251						
798 - Winters Associates Promotional Products, INC	108549	19-Winters Assoc-RR & Graffiti teams-shirts	Paid by Check	05/27/2014	05/27/2014	06/06/2014	06/06/2014	375.88	
			# 57430						
394 - Kleindorfer Hardware & Variety	419374	26-Kleindorfers-needle nose pliers for fixing	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	25.49	
			3251						
						Account 52420 - Other Supplies Totals	Invoice Transactions 13	\$1,684.57	
Account 53150 - Communications Contract									
13969 - AT&T Mobility II, LLC	PKG-05192014	26-AT&T Mobility-cell phone chgs 4/12-	Paid by Check	05/27/2014	05/27/2014	06/06/2014	06/06/2014	626.32	
			# 57329						
						Account 53150 - Communications Contract Totals	Invoice Transactions 1	\$626.32	
Account 53310 - Printing									
8002 - Safeguard Business Systems, INC	029814361	26-Safeguard-PE window env. to mail bills	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	217.18	
			3278						
						Account 53310 - Printing Totals	Invoice Transactions 1	\$217.18	
Account 53920 - Laundry and Other Sanitation Services									
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	529362618	26-Cintas-uniform rental-5/15/14	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	37.05	
			3209						
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	529363988	26-Cintas-uniform rental-5/22/14	Paid by EFT #	05/27/2014	05/27/2014	06/06/2014	06/06/2014	56.61	
			3209						
						Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	\$93.66	
						Program 260000 - Main Totals	Invoice Transactions 17	\$2,621.73	
						Department 26 - Parking Enforcement Totals	Invoice Transactions 17	\$2,621.73	
						Fund 455 - Parking Meter Fund Totals	Invoice Transactions 17	\$2,621.73	
Fund 601 - Cum Cap Development									
Department 02 - Public Works									
Program 020000 - Main									
Account 53990 - Other Services and Charges									
262 - John Byers Assoc Architects	5	Restroom Projects	Paid by Check	05/27/2014	06/06/2014	06/06/2014	06/06/2014	1,750.00	
			# 57382						
723 - Neidigh Construction	2	Lower Cascades Restroom Renovations	Paid by Check	05/27/2014	06/06/2014	06/06/2014	06/06/2014	16,874.10	
			# 57392						

Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$18,624.10
Program 020000 - Main Totals	Invoice Transactions 2	\$18,624.10
Department 02 - Public Works Totals	Invoice Transactions 2	\$18,624.10
Fund 601 - Cum Cap Development Totals	Invoice Transactions 2	\$18,624.10

Fund 730 - Solid Waste
 Department 16 - Sanitation
 Program 160000 - Main
 Account 52420 - Other Supplies

793 - Indiana Safety Company, INC	0020774-IN	16-IN Safety Co-gloves- brown jersey/leather	Paid by EFT # 3243	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1,106.60
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Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$1,106.60
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Account 53150 - Communications Contract

13969 - AT&T Mobility II, LLC	PW05192014	02-AT&T Mobility-cell phone chgs 4/12-	Paid by Check # 57328	05/27/2014	05/27/2014	06/06/2014	06/06/2014	76.76
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Account 53150 - Communications Contract Totals	Invoice Transactions 1	\$76.76
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Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	1821560494	16-Aramark-uniform rental (minus payroll)	Paid by EFT # 3187	05/27/2014	05/27/2014	06/06/2014	06/06/2014	11.85
19171 - Aramark Uniform & Career Apparel Group, INC	1821560495	16-Aramark-mat services-5/14/14	Paid by EFT # 3187	05/27/2014	05/27/2014	06/06/2014	06/06/2014	27.87
19171 - Aramark Uniform & Career Apparel Group, INC	1821569055	16-Aramark-mat services-5/21/14	Paid by EFT # 3187	05/27/2014	05/27/2014	06/06/2014	06/06/2014	27.87
19171 - Aramark Uniform & Career Apparel Group, INC	1821569054	16-Aramark-uniform rental-5/21/14	Paid by EFT # 3187	05/27/2014	05/27/2014	06/06/2014	06/06/2014	11.85

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 4	\$79.44
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Account 53950 - Landfill

137 - Good Earth, LLC	9419	16-Good Earth-yard waste disp fee-5/7/14-	Paid by EFT # 3227	05/27/2014	05/27/2014	06/06/2014	06/06/2014	75.00
137 - Good Earth, LLC	9452	16-Good Earth-yard waste disp fee-5/10/14-	Paid by EFT # 3227	05/27/2014	05/27/2014	06/06/2014	06/06/2014	75.00
137 - Good Earth, LLC	9468	16-Good Earth-yard waste disp fee-5/13/14-	Paid by EFT # 3227	05/27/2014	05/27/2014	06/06/2014	06/06/2014	75.00
137 - Good Earth, LLC	9480	16-Good Earth-yard waste disp fee-5/15/14-	Paid by EFT # 3227	05/27/2014	05/27/2014	06/06/2014	06/06/2014	75.00
137 - Good Earth, LLC	9507	16-Good Earth-yard waste disp fee-5/22/14-	Paid by EFT # 3227	05/27/2014	05/27/2014	06/06/2014	06/06/2014	75.00
137 - Good Earth, LLC	9501	16-Good Earth-yard waste disp fee-5/20/14-	Paid by EFT # 3227	05/27/2014	05/27/2014	06/06/2014	06/06/2014	75.00
137 - Good Earth, LLC	9513	16-Good Earth-yard waste disp fee-5/22/14-	Paid by EFT # 3227	05/27/2014	05/27/2014	06/06/2014	06/06/2014	75.00
52226 - Hoosier Transfer Station-3140	0000007874	16-Hoosier Transfer- trash disp fees-5/1-	Paid by Check # 57375	05/27/2014	05/27/2014	06/06/2014	06/06/2014	9,160.29

Account 53950 - Landfill Totals	Invoice Transactions 8	\$9,685.29
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Account 53990 - Other Services and Charges

3893 - One Beacon Insurance Group	OAB-072870-02	16-One Beacon Ins-ded, billing-accident-K.	Paid by Check # 57395	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1,113.56
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Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$1,113.56
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Program 160000 - Main Totals	Invoice Transactions 15	\$12,061.65
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Department 16 - Sanitation Totals	Invoice Transactions 15	\$12,061.65
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Fund 730 - Solid Waste Totals	Invoice Transactions 15	\$12,061.65
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Fund 800 - Risk Management

Department 10 - Legal
 Program 100000 - Main
 Account 52110 - Office Supplies
 501 - Clark, Karl (KC Designs)

Account	Vendor	Item	Payment Method	05/27/2014	05/27/2014	06/06/2014	06/06/2014	70.00
16104		10 - #10 Envelopes	Paid by Check # 57443					
				Account 52110 - Office Supplies Totals		Invoice Transactions 1		<u>70.00</u>
Account 52430 - Uniforms and Tools								
8613	Crane's Leather & Shoe Shop, INC	10 - Safety boots	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	96.00
8613	Crane's Leather & Shoe Shop, INC	10 - Safety boots	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8613	Crane's Leather & Shoe Shop, INC	10 - Safety shoes	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	95.25
8613	Crane's Leather & Shoe Shop, INC	10 - Safety Boots	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8613	Crane's Leather & Shoe Shop, INC	10 - Safety boots	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8613	Crane's Leather & Shoe Shop, INC	10 - Safety Shoes	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8613	Crane's Leather & Shoe Shop, INC	10 - Safety shoes	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8613	Crane's Leather & Shoe Shop, INC	10 - Safety shoes	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8613	Crane's Leather & Shoe Shop, INC	10 - safety boots	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8613	Crane's Leather & Shoe Shop, INC	10 - safety boots	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8613	Crane's Leather & Shoe Shop, INC	10 - safety shoes	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8613	Crane's Leather & Shoe Shop, INC	10 - safety shoes	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	99.95
8613	Crane's Leather & Shoe Shop, INC	10 - Safety shoes	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8613	Crane's Leather & Shoe Shop, INC	10 - safety boots	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8613	Crane's Leather & Shoe Shop, INC	10 - safety shoes	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	93.75
8613	Crane's Leather & Shoe Shop, INC	10 - Safety boots	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8613	Crane's Leather & Shoe Shop, INC	10 - safety boots	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	93.75
8613	Crane's Leather & Shoe Shop, INC	10 - safety boots	Paid by EFT # 3212	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
327	Hoosier Workwear Outlet, INC	10 - Safety Shoes	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	55.00
327	Hoosier Workwear Outlet, INC	10 - Safety Shoes	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	55.00
327	Hoosier Workwear Outlet, INC	10 - Safety shoes	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	55.00
327	Hoosier Workwear Outlet, INC	10 - Safety shoes	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	55.00
327	Hoosier Workwear Outlet, INC	10 - Safety shoes	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	55.00

327 - Hoosier Workwear Outlet, INC	320675	10 - Safety boots	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
327 - Hoosier Workwear Outlet, INC	320650	10 - safety boots	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
327 - Hoosier Workwear Outlet, INC	320640	10 - safety boots	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
327 - Hoosier Workwear Outlet, INC	320636	10 - safety boots	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
327 - Hoosier Workwear Outlet, INC	320623	10 - safety boots	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
327 - Hoosier Workwear Outlet, INC	320621	10 - safety boots	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
327 - Hoosier Workwear Outlet, INC	320612	10 - Safety boots	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
327 - Hoosier Workwear Outlet, INC	320578	10 - safety boots	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	99.99
327 - Hoosier Workwear Outlet, INC	320571	10 - safety boots	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
327 - Hoosier Workwear Outlet, INC	320549	10 - safety boots	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
327 - Hoosier Workwear Outlet, INC	320548	10 - safety boots	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
327 - Hoosier Workwear Outlet, INC	320525	10 - safety boots	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
327 - Hoosier Workwear Outlet, INC	320513	10 -Safety boots	Paid by EFT # 3237	05/27/2014	05/27/2014	06/06/2014	06/06/2014	99.99
1548 - Safety Shoe Distributors, INC	178677	10 - Payment for Steel Toe shoes for various	Paid by EFT # 3279	05/27/2014	05/27/2014	06/06/2014	06/06/2014	2,179.96
8412 - Smith Western Wear & Tack	006473	10 - Safety boots	Paid by Check # 57408	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8412 - Smith Western Wear & Tack	006425	10 - Safety boots	Paid by Check # 57408	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
8412 - Smith Western Wear & Tack	006428	10 - Safety Boots	Paid by Check # 57408	05/27/2014	05/27/2014	06/06/2014	06/06/2014	100.00
54207 - Smith's Shoe Center	442	10 - Safety boots	Paid by EFT # 3286	05/27/2014	05/27/2014	06/06/2014	06/06/2014	388.79
54207 - Smith's Shoe Center	448	10 - Safety boots	Paid by EFT # 3286	05/27/2014	05/27/2014	06/06/2014	06/06/2014	492.70
54207 - Smith's Shoe Center	450	10 - Safety boots	Paid by EFT # 3286	05/27/2014	05/27/2014	06/06/2014	06/06/2014	286.28
						Account 52430 - Uniforms and Tools Totals	Invoice Transactions 70	<u>\$9,691.38</u>
Account 53420 - Worker's Comp & Risk								
2618 - Southeastern Indiana Health Operations, INC	Inv 635	12 Work Comp TTD check Morris 5/30/14	Paid by EFT # 3175	05/29/2014	05/29/2014	05/29/2014	05/29/2014	1,127.40
						Account 53420 - Worker's Comp & Risk Totals	Invoice Transactions 1	<u>\$1,127.40</u>
						Program 100000 - Main Totals	Invoice Transactions 72	<u>\$10,888.78</u>
						Department 10 - Legal Totals	Invoice Transactions 72	<u>\$10,888.78</u>
						Fund 800 - Risk Management Totals	Invoice Transactions 72	<u>\$10,888.78</u>

Fund 801 - Health Insurance Trust
 Department 12 - Human Resources
 Program 120000 - Main
 Account 53990 - Other Services and Charges

18539 - Life Insurance Company Of North America	May 14	12 Lina for May 14	Paid by EFT # 3254	05/27/2014	05/27/2014	06/06/2014	06/06/2014	4,000.10
17785 - The Howard E Nyhart Co, Inc	01103103	12 May Admin/HSA & FSA	Paid by Check # 57420	05/27/2014	05/27/2014	06/06/2014	06/06/2014	920.50
Account 53990 - Other Services and Charges Disability LTD							Invoice Transactions 2	\$4,920.60
18539 - Life Insurance Company Of North America	May 14	12 Lina for May 14	Paid by EFT # 3254	05/27/2014	05/27/2014	06/06/2014	06/06/2014	5,716.98
Account 53990.1278 - Other Services and Charges Disability LTD							Invoice Transactions 1	\$5,716.98
Program 120000 - Main							Invoice Transactions 3	\$10,637.58
Department 12 - Human Resources							Invoice Transactions 3	\$10,637.58
Fund 801 - Health Insurance Trust							Invoice Transactions 3	\$10,637.58
Fund 802 - Fleet Maintenance								
Department 17 - Fleet Maintenance								
Program 170000 - Main								
Account 52110 - Office Supplies								
383 - Maxwell's Office Supply	100968	17 - Maxwell's - canned air	Paid by EFT # 3256	05/27/2014	05/27/2014	06/06/2014	06/06/2014	8.32
Account 52110 - Office Supplies							Invoice Transactions 1	\$8.32
353 - ZEE Medical, INC	0158590912	17 - Zee - ointment, wipes, bandages, burn	Paid by EFT # 3305	05/27/2014	05/27/2014	06/06/2014	06/06/2014	78.60
Account 52210 - Institutional Supplies							Invoice Transactions 1	\$78.60
Account 52230 - Garage and Motor Supplies								
50605 - Bauer Built, INC	360035158	17 - Bauer Built - stock tires	Paid by Check # 57331	05/27/2014	05/27/2014	06/06/2014	06/06/2014	738.00
50605 - Bauer Built, INC	360035099	17 - Bauer Built - tire disposal fee	Paid by Check # 57331	05/27/2014	05/27/2014	06/06/2014	06/06/2014	120.00
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	29026431	17 - Neal Tire - stock tires (6)	Paid by EFT # 3192	05/27/2014	05/27/2014	06/06/2014	06/06/2014	3,377.28
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	29026536	17 - Neal - stock tires (3)	Paid by EFT # 3192	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1,406.79
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	29027193	17 - Ben Tire - #507 - (4) tires	Paid by EFT # 3192	05/27/2014	05/27/2014	06/06/2014	06/06/2014	405.64
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	29026889	17 - Neal Tire - #205 - front tires (2)	Paid by EFT # 3192	05/27/2014	05/27/2014	06/06/2014	06/06/2014	173.04
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	29027252	17 - Neal Tire #468 front tires (2)	Paid by EFT # 3192	05/27/2014	05/27/2014	06/06/2014	06/06/2014	398.80
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	29027308	17 - Neal Tire - #4151 - front tires	Paid by EFT # 3192	05/27/2014	05/27/2014	06/06/2014	06/06/2014	296.84
Account 52230 - Garage and Motor Supplies							Invoice Transactions 8	\$6,916.39
613 - Hoosier Penn Oil Company, INC	0557890	17 - Hoosier Penn- bulk oil 15W40	Paid by EFT # 3236	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1,540.42
177 - Indiana Oxygen Co	01142043	17 - Indiana Oxygen - propane	Paid by EFT # 3242	05/27/2014	05/27/2014	06/06/2014	06/06/2014	46.11
476 - Southern Indiana Parts, INC	965500	17 - Napa - #132 - transmission fluid	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	11.08
4184 - SynEnergy Partners, LLC	382681	17 - SynEnergy - B20 Premium Diesel R ULS	Paid by Check # 57417	05/27/2014	05/27/2014	06/06/2014	06/06/2014	23,676.64
Account 52240 - Fuel and Oil							Invoice Transactions 4	\$25,274.25

Account 52320 - Motor Vehicle Repair

4135 - Andy Mohr Truck Center	1078682	17 - Andy Mohr - #339 - Paid by EFT # window regulator 3186	05/27/2014	05/27/2014	06/06/2014	06/06/2014	345.00
4135 - Andy Mohr Truck Center	1078671	17 - Andry Mohr - #474 - Paid by EFT # Serp belt 3186	05/27/2014	05/27/2014	06/06/2014	06/06/2014	41.09
4135 - Andy Mohr Truck Center	1078666	17 - Andy Mohr - #474 - Paid by EFT # pulley controls idle of 3186	05/27/2014	05/27/2014	06/06/2014	06/06/2014	108.92
244 - Bloomington Ford, INC	5043906	17 - Bloomington Ford - Paid by EFT # stock-bezzle casing for 3199	05/27/2014	05/27/2014	06/06/2014	06/06/2014	124.35
244 - Bloomington Ford, INC	5043875	17 - Bloomington Ford - Paid by EFT # #130 power seat switch 3199	05/27/2014	05/27/2014	06/06/2014	06/06/2014	30.95
244 - Bloomington Ford, INC	5043947	17 - Bloomington Ford - Paid by EFT # #135 driver's seat 3199	05/27/2014	05/27/2014	06/06/2014	06/06/2014	748.03
4335 - Circle Distributing, INC	149700	17 - Circle Dist - stock - Paid by Check brake pads-rotars # 57343	05/27/2014	05/27/2014	06/06/2014	06/06/2014	513.52
4335 - Circle Distributing, INC	149363	17 - Circle Dist - #130 Paid by Check battery # 57343	05/27/2014	05/27/2014	06/06/2014	06/06/2014	103.72
4335 - Circle Distributing, INC	149386	17 - Circle Dist - #130 Paid by Check upper control arms # 57343	05/27/2014	05/27/2014	06/06/2014	06/06/2014	87.60
4335 - Circle Distributing, INC	149147	17 - Circle Dist - #134 - Paid by Check blower motor switch & # 57343	05/27/2014	05/27/2014	06/06/2014	06/06/2014	113.50
4335 - Circle Distributing, INC	149580	17 - Circle Dist - stock - Paid by Check brakes and rotors # 57343	05/27/2014	05/27/2014	06/06/2014	06/06/2014	219.92
4335 - Circle Distributing, INC	149409	17 - Circle Dist - #130 - Paid by Check sway bar links # 57343	05/27/2014	05/27/2014	06/06/2014	06/06/2014	96.30
4335 - Circle Distributing, INC	149486	17 - Circle Dist - parts - Paid by Check warranty credit inv # 57343	05/27/2014	05/27/2014	06/06/2014	06/06/2014	(103.72)
4335 - Circle Distributing, INC	149797	17 - Circle Dist - #127 Paid by Check friction oil/75W140 rear # 57343	05/27/2014	05/27/2014	06/06/2014	06/06/2014	58.62
4335 - Circle Distributing, INC	149883	17 - Circle Dist - #137 & Paid by Check stock - rear brake pads # 57343	05/27/2014	05/27/2014	06/06/2014	06/06/2014	213.68
4335 - Circle Distributing, INC	149968	17- Circle - #133 coolant Paid by Check fan & control module # 57343	05/27/2014	05/27/2014	06/06/2014	06/06/2014	316.57
480 - Hall Signs, Inc	291021	17 - Hall Signs - 4" city Paid by EFT # decals for fuel cans 3229	05/27/2014	05/27/2014	06/06/2014	06/06/2014	213.36
455 - Industrial Service & Supply, Inc	37159	17 - ISSI - #483 Rebuild Paid by EFT # steering cylinder 3245	05/27/2014	05/27/2014	06/06/2014	06/06/2014	28.39
796 - Interstate Battery System of Bloomington, INC	950708	17 - Interstate Battery - Paid by Check #423 Battery cable and # 57380	05/27/2014	05/27/2014	06/06/2014	06/06/2014	41.00
796 - Interstate Battery System of Bloomington, INC	30003352	17 - Interstate- Paid by Check consignment batteries # 57380	05/27/2014	05/27/2014	06/06/2014	06/06/2014	705.25
394 - Kleindorfer Hardware & Variety	418536	17 - Kleindorfer's - Paid by EFT # metric bolts 3251	05/27/2014	05/27/2014	06/06/2014	06/06/2014	26.04
394 - Kleindorfer Hardware & Variety	401523	17 - Kleindorfer's - stock Paid by EFT # gas cans 3251	05/27/2014	05/27/2014	06/06/2014	06/06/2014	167.96
2974 - MacAllister Machinery Co, INC	PT000153689	04 - MacAllister - Paid by EFT # Manifold kits 3255	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1,025.64
2974 - MacAllister Machinery Co, INC	R81107837601	17 - MacAllister - #450 Paid by EFT # glow plug heats engin 3255	05/27/2014	05/27/2014	06/06/2014	06/06/2014	35.06
2974 - MacAllister Machinery Co, INC	WC000116959	17 - MacAllister - CAT Paid by EFT # Software 3255	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1,000.00
2974 - MacAllister Machinery Co, INC	PC000049873	17 - MacAllister - Credit Memo PT000153076 3255	05/27/2014	05/27/2014	06/06/2014	06/06/2014	(777.86)

787 - Motor Service Corporation	4822-273102	17 - motor service - stock wipers	Paid by EFT # 3259	05/27/2014	05/27/2014	06/06/2014	06/06/2014	106.32
787 - Motor Service Corporation	4822-273185	17 - Motor Service - #642 Universal joint	Paid by EFT # 3259	05/27/2014	05/27/2014	06/06/2014	06/06/2014	37.43
787 - Motor Service Corporation	4822273187	17 - Motor Service - #642 - #642 - ujoint for	Paid by EFT # 3259	05/27/2014	05/27/2014	06/06/2014	06/06/2014	37.43
53385 - O'Reilly Auto	1903-461699	17 O'Reilly Auto Parts -	Open	05/27/2014	05/27/2014	06/06/2014		(10.49)
476 - Southern Indiana Parts, INC	964430	17 - Napa - \$484 - filters	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	39.61
476 - Southern Indiana Parts, INC	964478	17 - Napa - \$411 brake pads, front	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	36.99
476 - Southern Indiana Parts, INC	964483	17 - Napa - #447 - filters	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	4.77
476 - Southern Indiana Parts, INC	964643	17 - Napa - 830 - filters	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	6.55
476 - Southern Indiana Parts, INC	964646	17 - Napa - stock - filters	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	23.70
476 - Southern Indiana Parts, INC	964655	17 - Napa - #800 - wiper blade	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	7.59
476 - Southern Indiana Parts, INC	964673	17 - napa - #447 - Water pump switch	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	8.48
476 - Southern Indiana Parts, INC	964692	17 - Napa - 800 - part return #964655	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	(.64)
476 - Southern Indiana Parts, INC	964728	17 - Napa - #830 - air brake filter	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	2.07
476 - Southern Indiana Parts, INC	964817	17 -Napa - #464 - wiper blades	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	47.98
476 - Southern Indiana Parts, INC	964826	17 - Napa #825 - front brake pads & rotors	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	98.79
476 - Southern Indiana Parts, INC	964875	17 - napa - stock - hal bulbs	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	46.14
476 - Southern Indiana Parts, INC	964896	17 - Napa - parts core credit #940661	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	(37.00)
476 - Southern Indiana Parts, INC	964941	17 - Napa - stock - filters	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	24.42
476 - Southern Indiana Parts, INC	965015	17 - Napa - #793 - radiator	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	204.12
476 - Southern Indiana Parts, INC	965017	17 - Napa - Air Dryers - filters - stock	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	395.62
476 - Southern Indiana Parts, INC	965023	17 - Napa - 793 - radiator heavy duty	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	142.00
476 - Southern Indiana Parts, INC	965038	17 - Napa - stock - oil, air & hyd filters	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	272.59
476 - Southern Indiana Parts, INC	965063	17 - Napa - 865 - trailer bracket	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	6.69
476 - Southern Indiana Parts, INC	965069	17 - Napa - parts return core credit - 965015 &	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	(266.12)
476 - Southern Indiana Parts, INC	965153	17 - Napa #134 - air flow sensor	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	112.93
476 - Southern Indiana Parts, INC	965419	17 - Napa - #955 - spindle nut for brakes -	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	25.66
476 - Southern Indiana Parts, INC	965468	17 - Napa - #437 belt	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	12.16

476 - Southern Indiana Parts, INC	965489	17 - Napa #831 - front/rear brake pads	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	109.98
476 - Southern Indiana Parts, INC	965526	17 - Napa - #453 - air filter	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	06/06/2014	17.61
476 - Southern Indiana Parts, INC	965655	17 - Napa - #948 - flasher strobes	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	9.77
476 - Southern Indiana Parts, INC	965672	17 - Napa - #671 water pump	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	102.34
476 - Southern Indiana Parts, INC	965676	17 - Napa - #937 - front brake pads & rotor	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	341.01
476 - Southern Indiana Parts, INC	965812	17 - Napa #129 - brake pads & rotors	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	266.65
476 - Southern Indiana Parts, INC	965821	17 - Napa #676 - filters	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	4.52
476 - Southern Indiana Parts, INC	966284	17 - Napa - SNI-stock #944 filter & electrical	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	22.75
476 - Southern Indiana Parts, INC	966488	17 - Napa - #355 - regulator for power	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	123.20
476 - Southern Indiana Parts, INC	966616	17 - Napa - #594 - transmission additive	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	12.49
476 - Southern Indiana Parts, INC	966619	17 - Napa - #642 interior door handle	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	19.99
476 - Southern Indiana Parts, INC	966662	17 - Napa - #524 - frt and rear brake pads	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	136.34
476 - Southern Indiana Parts, INC	966685	17 - Napa - stock - brake chambers	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	133.11
476 - Southern Indiana Parts, INC	966779	17 - Napa - stock - hyd hose	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	233.50
476 - Southern Indiana Parts, INC	966787	17 - Napa - #506 - Power steering fluid	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	25.09
476 - Southern Indiana Parts, INC	966844	17 - Napa - #506 - power steering additive	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	10.99
476 - Southern Indiana Parts, INC	966850	17 - Napa - #954 - lights	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	13.30
476 - Southern Indiana Parts, INC	966871	17 - Napa - #639 - lug nuts	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	5.26
476 - Southern Indiana Parts, INC	966879	17 - napa - #639 - lug nuts	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	6.38
476 - Southern Indiana Parts, INC	966965	17 - Napa - parts credit #966871	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	(5.26)
476 - Southern Indiana Parts, INC	967066	17 - Napa - #414 - brake shoes	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	36.99
476 - Southern Indiana Parts, INC	967085	17 - Napa #414 - brake caliper housing &	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	34.56
476 - Southern Indiana Parts, INC	966911	17 - Napa - parts credit #966488	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	(123.20)
476 - Southern Indiana Parts, INC	967120	17 - Napa - #679 - Oil Pressure guage control	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	39.91
476 - Southern Indiana Parts, INC	967258	17 - Napa - #874 - brake pads	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	88.92
476 - Southern Indiana Parts, INC	967269	17 - Napa - #950 - LEDlights	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	13.30
476 - Southern Indiana Parts, INC	967364	17 - Napa - #612 - internal transm shifting	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014		06/06/2014	28.34

476 - Southern Indiana Parts, INC	967789	17 - Napa - #612 - trans shifter solenoid	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	21.92
476 - Southern Indiana Parts, INC	967797	17 - Napa - #948 - air brake filter	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	39.94
476 - Southern Indiana Parts, INC	967829	17 - Napa - core credit #967085 & 967364	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	(25.00)
476 - Southern Indiana Parts, INC	967895	17 - Napa - #521 - starter	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	203.40
476 - Southern Indiana Parts, INC	967902	17 - Napa - #655 Hyd Filter	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	27.68
476 - Southern Indiana Parts, INC	968009	17 - Napa - stock - #184 - oil & trailer disconnect	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	68.23
476 - Southern Indiana Parts, INC	968021	17 - Napa - stock valve to release extra pressure	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	126.60
476 - Southern Indiana Parts, INC	968044	17 - Napa - #656 - air filter	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	8.95
476 - Southern Indiana Parts, INC	968084	17 - Napa - Core credit #967797 & 967895	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	(78.83)
476 - Southern Indiana Parts, INC	968085	17 - Napa - core return credit #967398	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	(76.00)
476 - Southern Indiana Parts, INC	968129	17 - Napa - stock - oil filter	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	24.24
476 - Southern Indiana Parts, INC	968225	17 -Napa - #846 - brake parts	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	337.02
476 - Southern Indiana Parts, INC	968312	17 - Napa - #603 - wire connector for trailer	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	15.94
476 - Southern Indiana Parts, INC	968317	17 - Napa #648 - oil filter	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	15.64
476 - Southern Indiana Parts, INC	968357	17 - Napa - core return credit #968225	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	(122.24)
476 - Southern Indiana Parts, INC	968396	17 - Napa - stock 30WOil	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	29.94
476 - Southern Indiana Parts, INC	968397	17 - Napa - stock - bulbs	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	77.72
476 - Southern Indiana Parts, INC	968405	17 - Napa - #648 - strobe flasher	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	12.74
476 - Southern Indiana Parts, INC	968513	17 - Napa - #599 - fuel filter	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	10.28
476 - Southern Indiana Parts, INC	968595	17 - Napa - #859 - front brake pads	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	36.99
476 - Southern Indiana Parts, INC	968720	17 - Napa - stock - filters	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	63.23
476 - Southern Indiana Parts, INC	968348	17 - Napa - #858 - carry out gas cap	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	7.58
476 - Southern Indiana Parts, INC	969218	17 - Napa - #681 - brake pads	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	103.02
476 - Southern Indiana Parts, INC	968507	17 - Napa - #667 - non power window handles	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	154.42
476 - Southern Indiana Parts, INC	968511	17 - Napa - #430 reman starter	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	432.38
476 - Southern Indiana Parts, INC	968980	17 - Napa - #550 - filters	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	8.12
476 - Southern Indiana Parts, INC	968990	17 - Napa - #450 - fuel filters	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	3.39

476 - Southern Indiana Parts, INC	969037	17 - Napa - #550 - air filters	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	5.94
476 - Southern Indiana Parts, INC	969167	17 - Napa - #450 - arrow board bulbs	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	74.96
476 - Southern Indiana Parts, INC	969215	17 - Napa - #430 - starter	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	474.92
476 - Southern Indiana Parts, INC	969226	17 - Napa - CREDIT Parts return 968511	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	(432.38)
476 - Southern Indiana Parts, INC	969241	17 - Napa - #681 - rear brake rotor	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	48.00
476 - Southern Indiana Parts, INC	969242	17 - Napa - #681 seal for gear oil	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	24.21
476 - Southern Indiana Parts, INC	969513	17 - Napa - stock - tail light lens & colling	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	32.00
476 - Southern Indiana Parts, INC	969529	17 - Napa - Credit for core - #931539	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	(37.00)
476 - Southern Indiana Parts, INC	969153	17 - Napa - Credit for Parts 968990	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	(3.39)
54351 - Sternberg, INC	54914	17 - Sternberg - #441 - exhaust work	Paid by EFT # 3289	05/27/2014	05/27/2014	06/06/2014	06/06/2014	219.36
4139 - Temco Machinery, INC (Global Emergencv Products)	AG39379	17 - Global Temco - power steering pumps	Paid by EFT # 3293	05/27/2014	05/27/2014	06/06/2014	06/06/2014	669.47
2542 - Utility Peterbilt Of Indianapolis	1078775	17 - Andy Mohr - #474 axle fluid temp sensor	Paid by Check # 57427	05/27/2014	05/27/2014	06/06/2014	06/06/2014	22.69
2542 - Utility Peterbilt Of Indianapolis	H-241350042	17 - Peterbilt - #954 - Heater control valve	Paid by Check # 57427	05/27/2014	05/27/2014	06/06/2014	06/06/2014	104.18
						Account 52320 - Motor Vehicle Repair Totals	Invoice Transactions 120	<u>\$11,306.78</u>
Account 52420 - Other Supplies								
4160 - Roderick Armes (PEI)	2962A	17 - PEI - Prokee, orange	Paid by EFT # 3188	05/27/2014	05/27/2014	06/06/2014	06/06/2014	222.00
409 - Black Lumber Co Inc	204214	17 - Black Lumber - paint thinner for shop	Paid by EFT # 3194	05/27/2014	05/27/2014	06/06/2014	06/06/2014	19.98
613 - Hoosier Penn Oil Company, INC	0907986.-IN	17 - Hoosier Penn - bulk 10W30	Paid by EFT # 3236	05/27/2014	05/27/2014	06/06/2014	06/06/2014	2,010.87
4181 - Sid Tool Co, INC (Class C Solutions Group)	6541870001	17 - Class C - DNI shop supplies, screws, zipties,	Paid by EFT # 3283	05/27/2014	05/27/2014	06/06/2014	06/06/2014	68.94
476 - Southern Indiana Parts, INC	965598	17 - Napa - Shop couplers	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	5.62
476 - Southern Indiana Parts, INC	966621	17 - Napa - 30 lb cylinder freon	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	159.98
476 - Southern Indiana Parts, INC	967398	17 - Napa - #950 - rear brake shoes	Paid by EFT # 3287	05/27/2014	05/27/2014	06/06/2014	06/06/2014	166.70
						Account 52420 - Other Supplies Totals	Invoice Transactions 7	<u>\$2,654.09</u>
Account 52430 - Uniforms and Tools								
19171 - Aramark Uniform & Career Apparel Group. INC	1821560502	17 - aramark - mats	Paid by EFT # 3187	05/27/2014	05/27/2014	06/06/2014	06/06/2014	52.37
						Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	<u>\$52.37</u>
Account 53150 - Communications Contract								
13969 - AT&T Mobility II, LLC	PW05192014	02-AT&T Mobility-cell phone chgs 4/12-	Paid by Check # 57328	05/27/2014	05/27/2014	06/06/2014	06/06/2014	16.37
						Account 53150 - Communications Contract Totals	Invoice Transactions 1	<u>\$16.37</u>
Account 53240 - Freight / Other								

4160 - Roderick Armes (PEI)	2962A	17 - PEI - Prokee, orange	Paid by EFT # 3188	05/27/2014	05/27/2014	06/06/2014	06/06/2014	84.00	
							Account 53240 - Freight / Other Totals	Invoice Transactions 1	\$84.00
Account 53620 - Motor Repairs									
824 - Bland's Heavy Wrecker Service, INC	137163	17 - Bland's Wrecker - #423 - tow	Paid by EFT # 3195	05/27/2014	05/27/2014	06/06/2014	06/06/2014	250.00	
824 - Bland's Heavy Wrecker Service, INC	137255	17 - Bland's - #124 - flat tire	Paid by EFT # 3195	05/27/2014	05/27/2014	06/06/2014	06/06/2014	65.00	
824 - Bland's Heavy Wrecker Service, INC	137300	17 - Bland's - #425 Rogers to City Service	Paid by EFT # 3195	05/27/2014	05/27/2014	06/06/2014	06/06/2014	250.00	
51834 - Firestone	132664	17 - Firestone - alignment service -	Paid by Check # 57361	05/27/2014	05/27/2014	06/06/2014	06/06/2014	49.99	
455 - Industrial Service & Supply, Inc	37159	17 - ISSI - #483 Rebuild steering cylinder	Paid by EFT # 3245	05/27/2014	05/27/2014	06/06/2014	06/06/2014	75.00	
							Account 53620 - Motor Repairs Totals	Invoice Transactions 5	\$689.99
Account 53640 - Hardware and Software Maintenance									
4160 - Roderick Armes (PEI)	2962	17 - PEI - Aims units & fuel keys	Paid by EFT # 3188	05/27/2014	05/27/2014	06/06/2014	06/06/2014	5,250.00	
							Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1	\$5,250.00
Account 53920 - Laundry and Other Sanitation Services									
19171 - Aramark Uniform & Career Apparel Group, INC	1821569063	17 - aramark - employee uniforms	Paid by EFT # 3187	05/27/2014	05/27/2014	06/06/2014	06/06/2014	10.13	
19171 - Aramark Uniform & Career Apparel Group, INC	1821569062	17 - aramark - mats	Paid by EFT # 3187	05/27/2014	05/27/2014	06/06/2014	06/06/2014	52.37	
							Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	\$62.50
							Program 170000 - Main Totals	Invoice Transactions 152	\$52,393.66
							Department 17 - Fleet Maintenance Totals	Invoice Transactions 152	\$52,393.66
							Fund 802 - Fleet Maintenance Totals	Invoice Transactions 152	\$52,393.66
Fund 804 - Insurance Voluntary Trust									
Department 12 - Human Resources									
Program 120000 - Main									
Account 53990.1271 - Other Services and Charges Section 125 - URM- City									
17785 - The Howard E Nyhart Co, Inc	FSA 5/24/14	Nyhart FSA 5/24/14 490.00	Paid by EFT # 3170	05/27/2014	05/27/2014	05/27/2014	05/27/2014	295.00	
17785 - The Howard E Nyhart Co, Inc	FSA 5/25/14	Nyhart FSA 5/25/14 \$478.93	Paid by EFT # 3171	05/27/2014	05/27/2014	05/27/2014	05/27/2014	468.93	
17785 - The Howard E Nyhart Co, Inc	FSA 5/26/14	Nyhart FSA 5/26/14 \$30.00	Paid by EFT # 3172	05/27/2014	05/27/2014	05/27/2014	05/27/2014	30.00	
17785 - The Howard E Nyhart Co, Inc	FSA 5/27/14	Nyhart FSA 5/27/14 \$85.00	Paid by EFT # 3173	05/27/2014	05/27/2014	05/27/2014	05/27/2014	60.00	
17785 - The Howard E Nyhart Co, Inc	FSA EFT/Chk 5/27	Nyhart FSA EFT/Chk 5/27/14 \$512.62	Paid by EFT # 3174	05/27/2014	05/27/2014	05/27/2014	05/27/2014	20.00	
17785 - The Howard E Nyhart Co, Inc	FSA 5/28/14	Nyhart FSA 5/28/14 \$55.00	Paid by EFT # 3176	05/28/2014	05/28/2014	05/28/2014	05/28/2014	35.00	
17785 - The Howard E Nyhart Co, Inc	FSA 5/29/14	Nyhart FSA 5/29/14 \$145.00	Paid by EFT # 3177	05/29/2014	05/29/2014	05/29/2014	05/29/2014	125.00	
17785 - The Howard E Nyhart Co, Inc	FSA 5/30/14	Nyhart FSA 5/30/14 \$2480.02	Paid by EFT # 3180	05/30/2014	05/30/2014	05/30/2014	05/30/2014	2,480.02	
							Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice Transactions 8	\$3,513.95
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City									
17785 - The Howard E Nyhart Co, Inc	FSA EFT/Chk 5/27	Nyhart FSA EFT/Chk 5/27/14 \$512.62	Paid by EFT # 3174	05/27/2014	05/27/2014	05/27/2014	05/27/2014	492.62	

Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals						Invoice Transactions 1	<u>\$492.62</u>	
Account 53990.1273 - Other Services and Charges Term Life								
18539 - Life Insurance Company Of North America	May 14	12 Lina for May 14	Paid by EFT # 3254	05/27/2014	05/27/2014	06/06/2014	06/06/2014	12,903.09
Account 53990.1273 - Other Services and Charges Term Life Totals						Invoice Transactions 1	<u>\$12,903.09</u>	
Account 53990.1277 - Other Services and Charges Disability STD								
18539 - Life Insurance Company Of North America	May 14	12 Lina for May 14	Paid by EFT # 3254	05/27/2014	05/27/2014	06/06/2014	06/06/2014	6,275.49
Account 53990.1277 - Other Services and Charges Disability STD Totals						Invoice Transactions 1	<u>\$6,275.49</u>	
Account 53990.1280 - Other Services and Charges Cancer								
1012 - Central United Life Insurance Co	May cancer	12 cancer invoice	Paid by Check # 57340	05/27/2014	05/27/2014	06/06/2014	06/06/2014	1,145.11
Account 53990.1280 - Other Services and Charges Cancer Totals						Invoice Transactions 1	<u>\$1,145.11</u>	
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util								
17785 - The Howard E Nyhart Co, Inc	FSA 5/24/14	Nyhart FSA 5/24/14	Paid by EFT # 3170	05/27/2014	05/27/2014	05/27/2014	05/27/2014	95.00
17785 - The Howard E Nyhart Co, Inc	FSA 5/25/14	Nyhart FSA 5/25/14	Paid by EFT # 3171	05/27/2014	05/27/2014	05/27/2014	05/27/2014	10.00
17785 - The Howard E Nyhart Co, Inc	FSA 5/27/14	Nyhart FSA 5/27/14	Paid by EFT # 3173	05/27/2014	05/27/2014	05/27/2014	05/27/2014	25.00
17785 - The Howard E Nyhart Co, Inc	FSA 5/28/14	Nyhart FSA 5/28/14	Paid by EFT # 3176	05/28/2014	05/28/2014	05/28/2014	05/28/2014	20.00
17785 - The Howard E Nyhart Co, Inc	FSA 5/29/14	Nyhart FSA 5/29/14	Paid by EFT # 3177	05/29/2014	05/29/2014	05/29/2014	05/29/2014	20.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals						Invoice Transactions 5	<u>\$170.00</u>	
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util								
17785 - The Howard E Nyhart Co, Inc	FSA 5/24/14	Nyhart FSA 5/24/14	Paid by EFT # 3170	05/27/2014	05/27/2014	05/27/2014	05/27/2014	100.00
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals						Invoice Transactions 1	<u>\$100.00</u>	
Account 53990.1283 - Other Services and Charges Health Savings Account								
17785 - The Howard E Nyhart Co, Inc	HSA EE 5/30/14	HSA Employee Contributions 5/30/14	Paid by EFT # 3178	05/29/2014	05/29/2014	05/29/2014	05/29/2014	16,016.60
Account 53990.1283 - Other Services and Charges Health Savings Account Totals						Invoice Transactions 1	<u>\$16,016.60</u>	
Program 120000 - Main Totals						Invoice Transactions 19	<u>\$40,616.86</u>	
Department 12 - Human Resources Totals						Invoice Transactions 19	<u>\$40,616.86</u>	
Fund 804 - Insurance Voluntary Trust Totals						Invoice Transactions 19	<u>\$40,616.86</u>	
Fund 805 - Unemployment Comp Non-Reverting								
Department 12 - Human Resources								
Program 120000 - Main								
Account 53990 - Other Services and Charges								
204 - State Of Indiana	April Unemploy	12 Weeking April 14 unemployment	Paid by Check # 57411	05/27/2014	05/27/2014	06/06/2014	06/06/2014	2,975.16
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1	<u>\$2,975.16</u>	
Program 120000 - Main Totals						Invoice Transactions 1	<u>\$2,975.16</u>	
Department 12 - Human Resources Totals						Invoice Transactions 1	<u>\$2,975.16</u>	
Fund 805 - Unemployment Comp Non-Reverting Totals						Invoice Transactions 1	<u>\$2,975.16</u>	
Grand Totals						Invoice Transactions 431	<u>\$370,844.97</u>	

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	5/1/2014	EFT	804	H.S.A. Emp	5/1/2014	15,998.30
2	5/1/2014	EFT	804	FLEX	5/1/2014	841.75
3	5/2/2014	EFT	804	FLEX	5/2/2014	85.00
4	5/5/2014	EFT	804	FLEX	5/5/2014	414.00
5	5/5/2014	EFT	804	FLEX	5/5/2014	996.30
6	5/5/2014	EFT	804	FLEX	5/5/2014	174.75
7	5/5/2014	EFT	801	H.S.A. ER	5/5/2014	747.39
8	5/2/2014	EFT	801	IACT	5/10/2014	694,948.89
9	5/2/2014	EFT	801	IACT Cobra	5/10/2014	1,104.73
10	5/5/2014	EFT	804	dental	5/5/2014	36,155.71
11	5/7/2014	EFT	804	FLEX	5/7/2014	704.73
12	5/7/2014	EFT	804	FLEX	5/7/2014	74.89
13	5/7/2014	EFT	804	FLEX	5/7/2014	288.00
14	5/9/2014	EFT	804	FLEX	5/9/2014	414.85
15	5/8/2014	EFT	804	FLEX	5/9/2014	1,170.29
16	5/12/2014	EFT	804	FLEX	5/12/2014	103.61
17	5/12/2014	EFT	804	FLEX	5/12/2014	244.00
18	5/12/2014	EFT	804	FLEX	5/12/2014	250.00
19	5/14/2014	EFT	804	FLEX	5/14/2014	701.56
20	5/14/2014	EFT	804	FLEX	5/14/2014	85.00
21	5/14/2014	EFT	804	FLEX	5/14/2014	140.80
22	5/14/2014	EFT	800	Work Comp	5/14/2014	563.72
27	5/15/2014	EFT	804	H.S.A. Emp	5/15/2014	15,823.30
28	5/15/2014	EFT	804	H.S.A. ER	5/15/2014	234.93
29	5/15/2014	EFT	804	FLEX	5/15/2014	284.50
26	5/16/2014	EFT	804	FLEX	5/16/2014	60.00
30	5/19/2014	EFT	804	FLEX	5/19/2014	157.91
25	5/19/2014	EFT	804	FLEX	5/19/2014	224.08
24	5/19/2014	EFT	804	FLEX	5/19/2014	82.22
23	5/20/2014	EFT	801	HC/MT	5/20/2014	3,840.11
31	5/20/2014	EFT	804	FLEX	5/20/2014	80.00
32	5/20/2014	EFT	804	FLEX	5/20/2014	468.08
33	5/21/2014	EFT	800	Work Comp	5/21/2014	35,476.14
34	5/21/2014	EFT	804	FLEX	5/21/2014	250.89
35	5/21/2014	EFT	801	H.S.A. ER	5/21/2014	234.93
36	5/22/2014	EFT	804	FLEX	5/22/2014	404.22
37	5/23/2014	EFT	804	FLEX	5/23/2014	134.00
38	5/27/2014	EFT	804	FLEX	5/27/2014	512.62
39	5/27/2014	EFT	804	FLEX	5/27/2014	490.00
40	5/27/2014	EFT	804	FLEX	5/27/2014	478.93
41	5/27/2014	EFT	804	FLEX	5/27/2014	30.00
42	5/27/2014	EFT	804	FLEX	5/27/2014	30.00
43	5/29/2014	EFT	804	FLEX	5/29/2014	145.00
44	5/29/2014	EFT	804	H.S.A. Emp	5/29/2014	16,016.60
45	5/28/2014	EFT	804	FLEX	5/28/2014	55.00
46	5/29/2014	EFT	800	Work Comp	5/29/2014	1,127.40
47	5/30/2014	EFT	804	FLEX	5/30/2014	2,480.02
48		EFT	804	FLEX		
49		EFT	804	FLEX		

835,329.15

ALLOWANCE OF CLAIMS

\$ 835,329.15

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 _____

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/3/2014	Claims Bank Fees				370,844.97
					<u>370,844.97</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 370,844.97

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 _____