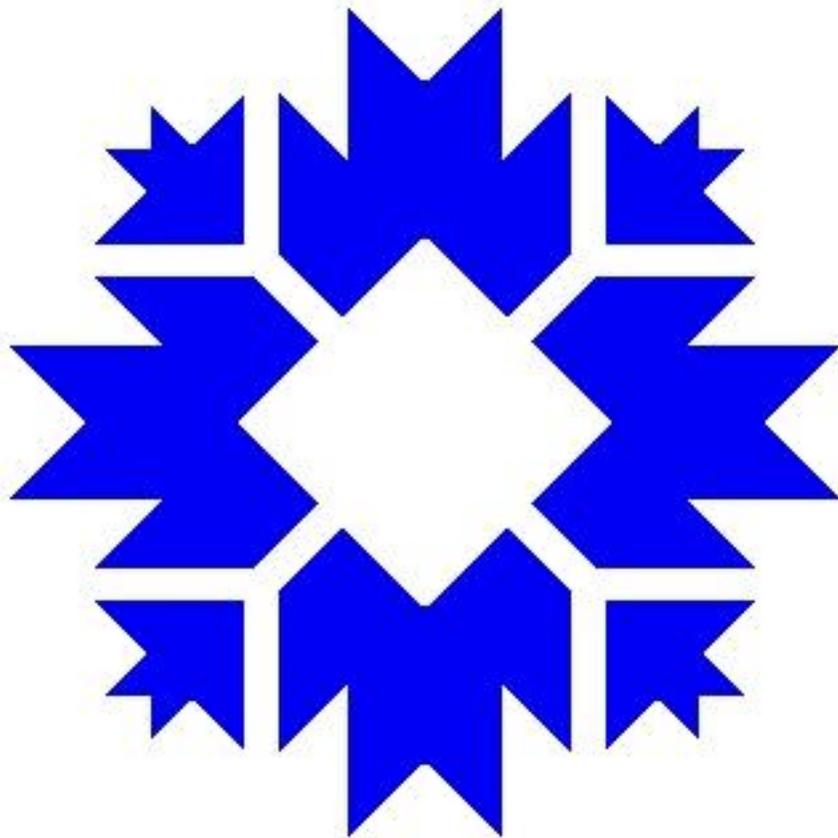


**Board of Public Works
Meeting**

April 19, 2016



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

A Regular Meeting of the Board of Public Work to be Held Tuesday, April 19, 2016 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. APPROVAL OF MINUTES-March 22, 2016 & April 5, 2016

III. PETITIONS & REMONSTRANCES

IV. SEALED BIDS

1. Open Sealed Bids for the S. Side of E. 3rd Street Improvement Project

V. TITLE VI ENFORCEMENT

VI. NEW BUSINESS

1. **Resolution 2016-39: Declare City Owned Property to be Worthless and Surplus Property (Cellphones)**
2. **Approve Adopt a Roundabout Landscape Maintenance Agreement with Mother Nature Landscaping at S. Sare Road and E. Rogers Road**
3. **Approve INDOT/LPA Project Coordination Agreement for Pedestrian Safety and Accessibility at Signalized Intersections Project**
4. **Approve Preliminary Engineering Services Agreement with AECOM for Pedestrian Safety and Accessibility at Signalized Intersections Project**
5. **Approve Consulting Services Agreement with Bynum Fanyo & Associates for Morningside Drive Sidewalk Project**
6. **Resolution 2016-23: Use of Municipal Lot #5 for Monroe County History Center Antique Car Show (Sunday, 10/2)**
7. **Resolution 2016-33: Permission to Encroach into Public Right of Way with Sculpture from Arden Place Neighborhood Association**
8. **Resolution 2016-34: Permission to Encroach into Public Right of Way with Sign from Gentry Estates Neighborhood Association**
9. **Resolution 2016-35: Use of Public Streets for Hoosier Outrun Cancer (Saturday, 9/17)**
10. **Resolution 216-37: Allow Mobile Vender to Operate in the Public Right of Way (David White-Great White Smoke)**
11. **Resolution 2016-38: Allow Mobile Vendor to Operate in the Public Right of Way (Cory Sampson-Big Cheeze #2)**

- 12. Request for Noise Permit for Saturday at Sam's Club from Bloomington Food Truck Association (4/30-10/29)**
- 13. Approve 2016 Crass Cutting and Lawn Maintenance Agreement for City Properties with City Lawn**
- 14. Approve Incinerator Repair Services Agreement at Animal Care and Control with Plibrico Company**

VII. STAFF REPORTS & OTHER BUSINESS

VIII. APPROVAL OF PAYROLL

IX. APPROVAL OF CLAIMS

X. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3410 or email public.works@bloomington.in.gov.

The Board of Public Works meeting was held on Tuesday, March 22, 2016 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Kelly Boatman
Melanie Castillo-Cullather

ROLL CALL

City Staff: Rick Alexander – Planning and Transportation
Jason Carnes– Economic and Sustainable
Christina Smith – Public Works
Matt Smethurst – Planning and Transportation
Adam Wason – Public Works

Cox Deckard thanked everyone for postponing the previous meeting due to a family illness.

**MESSAGES FROM
BOARD MEMBERS**

Cox Deckard made a motion to approve the minutes. Castillo-Cullather seconded the motion. The motion passed. The minutes from February 23, 2016 were approved with changes made.

**APPROVAL OF
MINUTES -
February 23, 2016**

None

**PETITIONS &
REMONSTRANCES**

None

**BIDS ANDS
QUOTES**

None

**TITLE VI
ENFORCEMENT**

NEW BUSINESS

Rick Alexander with Planning and Transportation explained that the organizers of this 5K run are requesting the use of city streets and sidewalks for their event which begins and ends at Sherwood Oaks Christian Church off of S. Sare Road. It is scheduled to begin at 9:00 am and end by noon. They anticipate between 100 and 200 participants. The route is the same as the one used in several previous years for the Hoosiers Care 5k. Bloomington Police did not require a parade permit; however, a police officer will control traffic for the start of the run as runners leave the church grounds. Volunteers will be stationed at corners to insure runner safety. A map of the route was included in the packet. The run, under another name (Hoosiers Care 5K), has been successful in the past using the same route. Staff recommends approval.

**Resolution 2016-08:
Use of Public Streets
for Catalyst 5K Run
(Saturday, 4/30)**

Cox Deckard asked if there are any other runs occurring on the same day.

Alexander responded no.

Castillo- Cullather asked if this is for the organization's anniversary or if there was another race.

Alexander explained that they use to run this race under a different name, but it is the same route and same director in charge.

Castillo-Cullather made a motion to approve Resolution of 2016-08: Use of public streets for Catalyst 5K Run (Saturday, 4/30).

Cox Deckard seconded the motion. The motion passed.
Resolution 2016-08 approved.

Alexander explained that planners for the 4th Street Festival of the Arts and Crafts wishes to request the closure of Fourth, Grant and Dunn Streets Friday, September 2nd through Sunday, September 4th for this year's 40th annual festival which will be September 3rd and 4th, 2016. This year's festival will utilize the same street layout as last year. This festival is the single largest arts event in the city with tens of thousands of attendees. It serves as the opening act to the fall arts and cultural season in Bloomington and brings many visitors downtown to patronize restaurants and retail. Staff recommends approval.

**Resolution 2016-18:
Use of Public Streets
for 4th Street Arts
Festival of The Arts
& Crafts (Friday, 9/2
– Sunday, 9/4)**

Dawn Adams of the 4th Street Festival Committee provided details on various events that will be a part of the festival.

Boatman asked if there will be designated parking.

Adams explained they use public parking and that an arrangement with the university to use their lots for exhibits.

Boatman asked if they have run into any issues.

Adams replied no.

Castillo-Cullather asked if the layout of the event will remain the same or if there is anything new.

Adams explained that exhibitors will be on 4th street. An entertainment stage will be on the south end and not for profits will be on the north end on Grant. A spoken words stage will be on the south end and new events will be on the north end, with a focus on the visual arts on Dunn.

Cox Deckard asked if they have recently begun using Dunn.

Adams said they have used it for about five (5) years now because it has become more of a regional show with a larger attendance.

Boatman made a motion to approve Resolution of 2016-18: Use of public streets for 4th Street Arts Festival of The Arts & Crafts (Friday, 9/2 – Sunday, 9/4)). Castillo-Cullather seconded the motion. The motion passed. Resolution 2016-18 approved.

Alexander explained the Bloomington Playwrights had recently purchased their building at 107 West 9th Street. They have also launched a fundraising campaign called The Future Fund that will be earmarked as a sustainability fund. They would like to hold a donor reception on April 1st and are asking that West 9th be closed from North Walnut Street west to the west side of their building where the north/south alley runs. They have asked for the street closure to run from 5:00 pm to 7:30 pm on April 1st. Their building is the only one in this block facing 9th. Leaving West 9th open from the north/south alley west will allow access for their neighbors that face either Walnut or College. West 9th is a one-way street going west, and would be barricaded at Walnut with no other traffic control needed. Staff recommends approval.

**Resolution 2016-19:
Use of Public Street
for Bloomington
Playwrights Project
Donor Reception
(Friday, 4/1)**

Chad Rabinovitz, event organizer, explained that they have yet to finalize the purchase of the building but are hoping to close within a week.

Cox Deckard asked what the plans are for the event in the street area.

Rabinovitz responded that it serves as more of an overflow for the reception to ensure safety for their guests and to abide by building occupancy codes.

Castillo- Cullather asked if they will be providing their own barricades.

Rabinovitz confirmed that they will.

Cox Deckard asked if the event is open to the public or only to donors.

Rabinovitz responded that it is open to their patrons.

Castillo-Cullather asked if it is by invitation.

Rabinovitz stated yes, but bring your friends.

Castillo- Cullather raised concerns of student housing joining in on the party.

Rabinovitz explained that it will not be that kind of party to attract students and alcohol would not be permitted outside anyways.

Cox Deckard asked if there is a backup plan in the case of rain.

Rabinovitz stated that there isn't a backup plan, but they are prepared to deal with rain if it occurs.

Castillo-Cullather made a motion to approve Resolution of 2016-19: Use of public street for Bloomington Playwrights Project Donor Reception (Friday, 4/1) Boatman seconded the motion. The motion passed. Resolution 2016-19 approved.

Alexander explained that Saturday, June 18th, 2016 will be the 36th year for the Arts Fair on the Square. It is the same day as the Taste of Bloomington, and the two events along with the Saturday Farmers Market make for a major summer tourism event. Festival organizers are requesting closure of both Kirkwood Avenue and 6th Street between College Avenue and Walnut Street from 5:30 am to 7:00 pm on Saturday, June 18th, 2016; and three parking spaces on College Avenue and three parking spaces on Walnut Street adjacent to the Monroe County Court House from 2:00 pm on Friday, June 17th, 2016 to 8:00 am on Monday, June 20th, 2016 for the site set-up, booth prep and loading/unloading of vendor merchandise. A noise permit is also requested as part of this event. CFC has been notified about the requested closures. They are the same plans as last year. Staff recommends approval.

**Resolution 2016-22:
Use of Public Streets
and Parking Spaces
for the Arts Fair on
the Square (Saturday,
6/18)**

Cox Deckard asked how long Bloomington Playwrights has coordinated this event.

Rabinovitz stated that this is the 5th year after taking it over from the Bloomington Arts Council.

Boatman asked if CFC owns all the properties involved.

Wason stated that CFC only own the WICS building on 6th but the others are private owners.

Rabinovitz explained they have gone around to all of the businesses and have come up with a plan that is mutually beneficial to everyone. The event does not provide food so not to

detract from businesses, Taste of Bloomington and the Farmers Market.

Cox Deckard asked if there is a fee for participants.

Rabinovitz stated there is an application fee to participate and a booth fee that covers all the expenses of the event. This isn't a moneymaking event, but more of a method of exposure for the organization.

Boatman made a motion to approve Resolution of 2016-22: Use of public streets and parking spaces for Arts Fair on the Square (Saturday, 6/18) Castillo-Cullather seconded the motion. The motion passed. Resolution 2016-22 approved.

Alexander explained that the IU Student Foundation is requesting the use of city streets for their 5K and 10K running races on Saturday, April 2, 2016. The races will start at 17th and Fee and will end at Bill Armstrong Stadium. Traffic control will begin at 8:30 am with a race start time of 9:00 am and end at 11:00 am. IUPD officers will handle the event's traffic control.

**Resolution 2016-20:
Use of Public Streets
for Little 500 5K and
10K Races
(Saturday, 4/2)**

Castillo-Cullather asked how many runners they expect to have.

Tyler Murtlow, event organizer, stated they are expecting 400 to 500 runners and walkers. They allot 20 minute miles for walkers and 15 minute miles for runners.

Cox Deckard asked who they take registrations from and where the profits go.

Murtlow said it's open to everyone. Funds raised go to the IU Foundation.

Boatman asked if there are any other races that day.

Cox Deckard and Murtlow both stated there is a race for the YMCA the same day on the south side of town.

Cox Deckard asked how long they have been running the race.

Murtlow explained this is the second year they are holding the 5k. They previously ran an indoor relay race, but are now doing the 10k for the first time this year. They did not experience any issues last year and are doing everything the same for the most part and applying it to the 10k.

Boatman commented the race is mostly on campus streets as opposed to city streets.

Castillo-Cullather made a motion to approve Resolution of 2016-20: Use of Public Streets for Little 500 5K and 10K Races (Saturday, 4/2). Boatman seconded the motion. The motion passed. Resolution 2016-20 approved.

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

**Resolution 2016-24:
Allow Mobile Vendor
to Operate in the
Public Right of Way
(Ahmad Naderi-
Doner Kabob)**

The business will operate from a food truck selling gyros. This application is for 1 year.

Ahmad Naderi, with the Doner Kabob, gave a brief background and history of his business.

Castillo-Cullather asked if the fire inspection is applicable as he will not have an open flame in the truck.

Naderi explained he checked with the fire department who confirmed that as long as there is no flame, he does not need a fire inspection.

Castillo-Cullather asked where he will operate.

Naderi explained he is looking to operate around the downtown area later at night for 5 to 6 hours.

Cox Deckard asked if he was able to receive certification and information needed from the health department.

Carnes said he has a letter from the health department but will obtain an actual copy of the certification.

Boatman made a motion to approve Resolution 2016-24: Allow Mobile Vendor to Operate in the Public Right of Way (Ahmad Naderi-Doner Kabob). Castillo-Cullather seconded the motion. The motion passed. Resolution 2016-24 approved.

Carnes explained that David White has applied for a Mobile Vendor License. White had previously held a Mobile vendor License but did not need one for the past year as he operated outside of the city limits but is now looking to return to the city and in the public right of way. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued. The business will operate from a food trailer selling various styles of BBQ

**Resolution 2016-25:
Allow Mobile Vendor
to Renew License to
Operate in the Public
Right of Way (David
White-Great White
Smoke)**

Carnes explained on March 7th David received 30 day Mobile Vendor License to operate on private property. Later he decided that he would like to try operating in the public right-of-way. Today's request of the BPW is to allow him to operate in the public right-of-way during the remainder of the term of his license, which expires on April 6th, 2016. Carnes explains he is asking for permission to operate in the public right of way for the duration of the private property license he already has as opposed to a full 30 days. Staff recommends approval. Carnes introduces David White to the Board.

White explained that he did have a public property Mobile Vendor License, however they rarely operated on public property outside of Food Truck Friday, Lotus Fest and other major festivals. They got the private property license because they are moving into 108 S Rogers. He is looking to set up near Atlas Bar while work is being done. White explained that he will need to return for an extension on the permit for an uncertain amount of time.

Castillo-Cullather asked for clarification that this is not a typical food truck, but a trailer based on the picture.

White confirmed. He says their operation relies on countertops and chaffing dish space and use large smokers, and don't need a hood. The grills keep things warm as well which is why they have steam tables.

Boatman asked if patrons walk onto the platform on the back of the trailer or do they get served from the side.

White explained they move their smokers to the side to attract people to that area. He says that is the reason the location on College would work well for them. The window was on a particular side based on a previous location on Dunn street to avoid being blocked by the Big Cheese. White refers to pictures to explain smoker placement, and says they are mostly just for show, not needed if safety is a concern as they have alternative methods for keeping food warm.

Cox Deckard asked if he will have the large window facing the sidewalk east.

White explained that the patrons will not have to leave the grass median next to the sidewalk.

Cox Deckard asked if they will prepare food on location and about health department involvement.

White says no. They don't prep food. Everything is bought and goes straight onto foil pans on the grill. The Health Department will check for chemical storage, handwashing needs, and storage temperatures.

Castillo-Cullather made a motion to approve Resolution 2016-25: Allow Mobile Vendor to Renew License to Operate in the Public Right of Way (David White-Great White Smoke). Boatman seconded the motion. The motion passed. Resolution 2016-25 approved

Carnes explains that Jackie White has applied to renew her Mobile Vendor License. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. Carnes says that since the Board received their packets, Carnes obtained the fire department permit and the application is in order. ESD will confirm that all rules and regulations have been met prior to a permit being issued. The business will operate from a food truck selling home style food. This application is for 1 year. Staff recommends approval.

**Resolution 2016-26:
Allow Mobile Vendor
to Renew License to
Operate in the Public
Right of Way (Jackie
White-Gypsy Moon)**

Boatman asked if she is only going to operate on private property despite applying for a license to operate in the right-of-way.

Carnes explains that she does primarily plan to only operate on private property and on festivals, and is only seeking to obtain a permit in case she does need to operate in the right of way. White does plan to participate in Food Truck Friday at the new location.

Boatman made a motion to approve Resolution 2016-24: Allow Mobile Vendor to Operate in the Public Right of Way (Ahmad Naderi-Doner Kabob). Castillo-Cullather seconded the motion. The motion passed. Resolution 2016-24 approved.

Carnes explained that Stephen Schroeder has applied for a Pushcart License for the first time. 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. ESD will confirm that all rules and regulations have been met prior to a permit being issued. The business will operate from a pushcart selling ice cream, sorbet bars, pops, cups, etc. This application is for 1 year.

**Resolution 2016-27:
Allow Pushcart
Vendor to Operate in
the Public Right of
Way (Stephen
Schroeder-Zeitgeist
Organic Creamery)**

Boatman asked where he plans to operate.

Stephen Schroeder, with Zeitgeist Organic Creamery, explained he is looking mostly at the downtown area, the farmer's market, and festivals. The IU Campus is off-limits unless a vendor is invited.

Cox Deckard confirmed that everything is prepackaged.

Schroeder said he builds his business model based on simplicity and works with the health department to ensure consumer safety. Everything is packaged, sealed and labeled.

Castillo-Cullather asked how he plans to transport the cart.

Schroeder has a van that fits in any parking spot.

Castillo-Cullather made a motion to approve Resolution 2016-27: Allow Pushcart Vendor to Operate in the Public Right of Way (Stephen Schroeder-Zeitgeist Organic Creamery). Boatman seconded the motion. The motion passed. Resolution 2016-27 approved.

Christina Smith of Public Works explained that Parks and Recreation Department is requesting noise permits for their Concert Performance Series, Movie Series and other special events in 2016. In your packet is a list of all of the events covered under this request. They request a noise permit for the entire series which will include bands, instruments and speakers with amplified noise. These are great community events that are free and open to the general public and staff recommends approval.

**Request for Noise
Permit from City
Parks and
Recreation
Department for 2016
Park Event Series
(Tuesday, 5/3 –
Saturday, 12/10)**

Cox Deckard commented that the concerts are at Peoples' Park, Bryan Park, the Waldron, and Yappy Hours at the Ferguson Park.

Wason noted that this includes the Taste of Bloomington and other larger events as well.

Boatman asked if there is a series event on the Courthouse Square.

Wason and Boatman confirmed one event on May 5th.

Boatman made a motion to approve Request for Noise Permit from City Parks and Recreation Department for 2016 Park Event Series (Tuesday, 5/3 – Saturday, 12/10). Castillo-Cullather seconded the motion. The motion passed. Noise permit approved.

Smith explained that Dale Siefker wishes to hold a rally on the sidewalk in front of 421 S. College on Saturday, April 23rd from 8:30 am – 11:00 am and utilize amplified sound. He cannot block pedestrian use of the sidewalk. He has held many rallies, and no complaints have been received by his protests in the past. Staff recommends approval.

Request for Noise Permit for a Protest Rally at 421 S. College Avenue (Saturday, 4/23)

Boatman asked how many people are involved in the rally.

Wason said most are in the 5-10 range. Some are around 30-40 people. He expects this to be in the 5-10 range.

Boatman asked if the rally is on the sidewalk, will they still allow foot traffic on the sidewalk.

Wason said yes.

Castillo-Cullather informed that there will be individuals speaking on the dignity of human life and information on the nature of their protest rally.

Castillo-Cullather made a motion to approve the Request for Noise Permit for a Protest Rally at 421 S. College Avenue (Saturday, 4/23). Boatman seconded the motion. The motion passed. Noise permit approved.

Smith explained the 12th Annual B-Town AIDS Walk is set for Friday, April 22nd on the B-Line Trail. The family festival will be located in the private parking lot at 3rd Street and College Avenue directly across from the Monroe County Convention Center starting at 5:30 pm. The walk will begin at 8:00 pm from the parking lot to the B-Line Trail, north on the trail until Adams Street, then turn around and walk the same route back to the parking lot. Parks Department has issued a permit for use of the B-Line Trail. As there will be music and announcements during the event, a noise permit is requested. There is no registration fee to participate in the walk, although donations will be accepted. Proceeds benefit IU Health Positive Link. This has been a popular event with no previous issues. Staff recommends approval.

Request for Noise Permit for 2016 Bloomington AIDS Walk Light the Night Festival (Friday, 4/22)

Cox Deckard mentions that they will be crossing in a safe area and there should be no safety issues.

Boatman made a motion to approve the Request for Noise Permit for 2016 Bloomington AIDS Walk Light the Night Festival (Friday, 4/22). Castillo-Cullather seconded the motion. The motion passed. Noise permit approved.

Adam Wason explained that a review of the 2016 Asphalt Bids has been conducted to determine the most responsible and responsive action to be recommended based upon the past usage of asphalt materials by the City of Bloomington Department of Public Works. Staff recommends awarding the primary bid to Milestone Contractors for 2016. Staff also recommends in the event Milestone Contractors are unable to provide service that we award the secondary bid to E&B Paving, Inc. for 2016.

Award Bituminous (Asphalt) Materials Contract

Wason explained the reasoning behind having a backup option selected, especially with the construction of I-69.

Boatman asked if both companies are located in Bloomington.

Wason explained Milestone is located in Green County near the new 445 exit on I-69. E&B Paving is located just outside of the City limits.

Cox Deckard asked if the primary can't produce materials in a timely manner, should staff then recommend the secondary provider.

Wason says that timeliness would be a factor in selecting the secondary provider over the primary provider. However staff does not foresee this being an issue in this case.

Castillo-Cullather made a motion to Award Bituminous (Asphalt) Materials Contract. Boatman seconded the motion. The motion passed. Contract award approved.

Wason explains that a review of the 2016 Concrete Bids has been conducted to determine the most responsible and responsive action to be recommended based upon the past usage of concrete materials by the City of Bloomington Department of Public Works. There was one bid made by Irving Materials Incorporated. They were our main provider last year. The price this year is slightly higher than last year. He is satisfied with the bid price. This is for four products including Concrete Class A at \$ 101.50 per cubic yard, Concrete Class A w/2% Calcium at \$ 108.50 per cubic yard, Concrete Class A w/Reinforcement at \$ 108.50 per cubic yard, and a Minimum Load Fee of \$ 100.00 (Less than 3 yards). Staff recommends awarding the bid to Irving Materials Incorporated for 2016 and are satisfied with the bid numbers that came through.

**Award Class 'A'
Portland Cement
(Concrete) Materials
Contract**

Boatman asked why no other bids were received for this project.

Wason says IMI is the primary provider for the county and region. Prairie was another provider. However, they were purchased by IMI.

Boatman made a motion to Award Class 'A' Portland Cement (Concrete) Materials Contract. Castillo-Cullather seconded the motion. The motion passed. Contract award approved.

Wason explains that the City has requested proposals to upgrade various City facilities. Part of the request was for LED upgrades to Walnut Street and Morton Street Parking Garages, which are the only facilities being addressed in this report. The cost is for the purchase of the lights only, installation will be completed by City staff in both garages. This work will be completed contingent upon funding by the RDC. Bids were received from ECO Parking Lights and Huston Electric. Based on the bid prices, staff recommends going with ECO Parking Lights based on bid price and past working relationships.

**Award LED Lighting
Upgrade Materials
Contract for Morton
And Walnut Street
Garages**

Castillo- Cullather asked when they anticipate installation of the lights after purchasing.

Wason said after approval, installation should take place in two to three weeks based on delivery times.

Castillo-Cullather made a motion Award LED Lighting Upgrade Materials Contract for Morton And Walnut Street Garages. Boatman seconded the motion. The motion passed. Contract award approved.

Wason explained that in order to maintain the quality of City Facilities, Department of Public Works wishes to enter into an agreement with Cummins Crosspoint, LLC to perform planned maintenance of emergency power generation equipment for many of Public Works' facilities. They have used Cummins in the past. The amount this year is slightly less than last year. They are the provider of the products and can maintain the equipment best and the city has had a great working experience with the company. Staff recommends the Board to approve the maintenance service agreement with Cummins Crosspoint, LLC not to exceed amount of \$7,810.52.

Approve Emergency Generators Maintenance Services Agreement with Cummins Crosspoint for City Facilities

Boatman asked if we have considered doing a longer term agreement as opposed to an annual one.

Wason said we have not, and we have done the annual in the past as this is a service contract that is brought to the board each year. This contract does not have an extension option.

Boatman made a motion to Approve Emergency Generators Maintenance Services Agreement with Cummins Crosspoint for City Facilities. Castillo-Cullather seconded the motion. The motion passed. Agreement approved.

Matt Smethurst of Planning and Transportation explains that Change Order #1 consists of claims for additional work performed, a request to perform additional work, and deductions from the contract. Three claims were submitted by the contractor for additional work performed on the contract per direction from City staff. All three items were the result of unforeseen conditions on the project site. The total of the three claims is \$6,309.00.

Approve Change Order #1 for the W. Bloomfield Road Sidepath Project

The City would like to replace and refurbish existing signage for the Twin Lakes Sports Complex. A quote was obtained from the contractor to perform this work. The requested work would be an additional \$16,604.00. Signage is identified on a provided map. There are two deductions to the contract. The first deduct is for wood rail fencing that will not be installed. The fencing was part of the original contract, but after further consideration, Staff decided to not have the fencing installed. The second deduct is for Class X excavation. 12 cubic yards of Class X excavation was built into the contract for the installation of the traffic signal. The Class X excavation was not needed for the installation of the traffic signal, resulting in a deduction of \$7,980.00. The original contract amount for the project was \$1,338,700.00. Change Order #1 will result in a net deduction of \$11,932.00 to the contract. This project is TIF funded. The redevelopment commission has already approved this deduction. Staff has reviewed the proposed change order and recommends approval of Change Order #1 for the West Bloomfield Road Sidepath, Intersection, and Signal Improvements Project.

Wason added during the work session, the process for change orders was discussed in order to avoid delaying projects in a significant way, and Public Works is working with the BPW to develop language to avoid this issue.

Cox Deckard asked for a description of the signs.

Smethurst explained the layout and design of each of the new sign.

Boatman asked what kind of markup is allowed to be placed on the signs by the contractor.

Smethurst said they allow for a 5% markup.

Boatman asked when the contractor will complete the work.

Smethurst said everything should be completed by the end of the summer. He explained the layout of the new side path and its involvement in the new I-69 project.

Wason explained the reasoning to adding more pedestrian facilities in this area and its positive impact on the area.

Cox Deckard asked Smethurst to explain the reason we are not doing the pedestrian fence rail in this project.

Smethurst said is not required per safety codes, and a city engineer determined it was not necessary.

Wason added that the Parks and Recreation Department approached Public Works to add the signs as it is the most efficient and fastest way to place the signs in the area while construction continues. The administration did approve of this change.

Castillo-Cullather made a motion to approve Change Order #1 for the W. Bloomfield Road Side path Project. Boatman seconded the motion. The motion passed. Change order approved.

Wason explained the staff report discusses seating and merchandise encroachment permits for outdoor dining and merchandisers in the public right of way. He explained the process for approval. There are 20 renewals of these permits.

STAFF REPORTS & OTHER BUSINESS

Boatman asked if dining needs to be involved to require a permit.

Wason said no, it could simply be a designated place of congregation or selling clothing outside of a storefront as well.

Castillo-Cullather asks if we usually get these permits all at this time of year.

Wason explained that we have so many at once because these are reviewed on a case by case basis, and it is easier to match up these multiple permits at once from a workflow perspective.

Cox Deckard asked if staff reaches out to establishments to inform of a required renewal.

Wason said a letter is sent out 4-6 weeks in advance. There is a fee of \$100/year.

Wason thanked the Street Department for cleaning tremendously during Spring Break and for helping out the sanitation department during a time of high illness.

Boatman asked when yard waste will resume.

Wason said it will resume on April 1st on your recycling day.

PAYROLL CLAIMS

Boatman motions for approval of payroll period beginning March 18th for the amount of \$359,498.48. Castillo- Cullather seconds. Motion passes.

APPROVAL OF CLAIMS

Wason explained there are more detailed descriptions of the claims to better explain what the claims are for and who is using them.

Wason addressed larger claims, including payments made to: the Monroe County Energy Challenge, the Indiana Associations and Cities Health Trust, IU Woodlawn Avenue Railroad Crossing project.

Cox Deckard inquired about purchases made by the Arts Commission on the old Lotus building.

Wason explained that there was a contractual obligation to make certain improvements on the building, but it should be one of the last payments made by the city. It was seen as an improvement on government facilities.

Castillo-Cullather and Cox Deckard commended staff for improvements in the description of the claims.

Boatman acknowledged that claims are higher due to the health insurance claims.

Castillo-Cullather moved to approve claims in the amount of \$1,096,508.73. Boatman seconded the motion. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned 7:18 pm

ADJOURNMENT

Accepted by:

Kyla Cox Cox Deckard, President

Kelly Boatman, Vice-president

Melanie Castillo-Cullather, Secretary

Date:

Attest to:

The Board of Public Works meeting was held on Tuesday, April 5, 2016 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Kelly Boatman
Melanie Castillo-Cullather

ROLL CALL

City Staff: Adam Wason – Public Works
Jason Carnes – Economic Development and
Sustainability
Christina Smith – Public Works
Roy Aten– Planning and Transportation

None

**MESSAGES FROM
BOARD MEMBERS**

None

**APPROVAL OF
MINUTES**

None

**PETITIONS &
REMONSTRANCES**

None

**BIDS ANDS
QUOTES**

None

**TITLE VI
ENFORCEMENT**

NEW BUSINESS

Adam Wason, director of the Department of Public Works, explained that the Homeward Bound Walk Committee wishes to use city sidewalks for a community charity walk, and parking spaces along S. Lincoln Street as part of the event on Sunday, April 10, 2016. The event is based at Waldron, Hill and Buskirk Park from 12:00 Noon to 4:00 pm with set up and tear down taking place from 8:00 am to 5:00 pm This year will be 14th Annual Homeward Bound Walk and will include live music, kid’s bounce-house, free chili, water including a dog water station, raffle ticket sale, and food trucks. Food trucks such as the Big Cheeze, Stir Btown, Great White Smoke, and Zeigeist will be parked along S. Lincoln Street next to the park. A noise permit is part of the resolution.

**Resolution 2016-28:
Use of Public
Parking Spaces for
Homeward Bound
Walk (Sunday, 4/10)**

Boatman asked what the estimated attendance was.

Wason estimated about 200.

Cox Deckard asked if there will be coordination between the food trucks and the event organizers with parking into those spaces because of parking against the flow of traffic.

Wason confirmed.

Castillo-Cullather asked if the food truck is a new addition.

Wason said yes.

Boatman made a motion to approve Resolution 2016-28: Use of Public Parking Spaces for Homeward Bound Walk (Sunday, 4/10).

Castillo-Cullather seconded the motion. The motion passed.
Resolution 2016-28 approved.

Wason explained the Food Truck Association of Bloomington wishes to hold Food Truck Friday in the Smith's Shoe Center parking lot every Friday from 11:00 am to 9:00 pm during the summer and fall season. They host an assortment of food trucks and offer amplified music in a festival-type atmosphere. Staff is supportive of the noise permit. David White of the Food Truck Association is available for questions.

**Request for Noise
Permit for 2016
Bloomington Food
Truck Friday at
Smith's Shoe Center
(April - November)**

Wason explained this is a new event so there is concern of the noise being created near apartment complexes.

White explained the sound is mostly from iPod music from lunch to 5pm and karaoke, and live music from 5pm to 9 pm, but the sound will be on the far end of the parking lot from the apartments in the Southwest corner.

Castillo-Cullather said there is no need for a noise permit from 11am to 4 pm if this is the case.

White explained there will still be amplified sound by definition during that time from the iPod speakers.

Cox Deckard asked if he has spoken with McDonald's to see if they are okay with having amplified sound in their direction.

White explained they are supportive of the event and like the crowd drawn to the area as it supports business. White said other businesses also approve. Enterprise wants to be a sponsor. The increased foot traffic is supported by all.

Steve Smith, property owner of the strip mall, stated all tenants are happy to host the event and all are excited and supportive of the event.

Castillo-Cullather asked how many trucks are expected.

White estimated 10 with some space still available.

Cox Deckard asked how amplified the sound is from 1:30 pm to 4:30 pm.

White explained it really serves as background noise to the event, and isn't as loud as it is in the evening.

Castillo-Cullather made a motion to approve the Request for Noise Permit for 2016 Bloomington Food Truck Friday at Smith's Shoe Center (April - November). Boatman seconded the motion. The motion passed. Noise permit approved.

Wason explained the Chocolate Moose wishes to hold Food Truck Friday in their parking lot every Friday from 3:00 pm to 10:00 pm during the summer and fall season. They host an assortment of food trucks and offer amplified live music in a festival-type atmosphere. Staff is supportive of the noise permit.

**Request for Noise
Permit for 2016 Food
Truck Friday at
Chocolate Moose
(April - November)**

Cox Deckard asked if this is a renewal permit.

Wason confirmed it is.

Boatman asked if the city notifies that noise permits are expiring.

Wason explained that most permits are only for one-time events, so it isn't typical to notify of expiration, and it is up to the organization to request renewal.

Cox Deckard explained that many renewals would be through departments within the city.

Boatman made a motion to approve the Request for Noise Permit for 2016 Food Truck Friday at Chocolate Moose (April – November). Castillo-Cullather seconded the motion. The motion passed. Noise permit approved.

Wason explained that New Belgium Brewing Company is hosting the Clips Beer and Film Tour on Friday, May 20, 2016 in Bryan Park. As part of the event, they are requesting a Noise Permit for recorded music, stage announcements and the films' audio soundtrack. The event is in its sixth year at Bryan Park and serves as a fundraiser for Open Streets. New Belgium Brewing Company has received permission from the Parks Department to rent the park area for this event.

Request for Noise Permit for Clips Beer and Film Tour at Bryan Park (Friday, 5/20)

Boatman asked if there have been any previous issues.

Wason said no, and it allows people to enjoy the park in a new way.

Boatman asked if it conflicts with any other events in the park.

Wason said no.

Castillo-Cullather asked if there is a history of complaints, would that be recorded in the next time they apply for the same event.

Wason explained that information is kept on file, and they are held for when it is taken to the board the next time, and it has happened before for other events.

Castillo-Cullather made a motion to approve the Request for Noise Permit for Clips Beer and Film Tour at Bryan Park (Friday, 5/20). Boatman seconded the motion. The motion passed. Noise permit approved.

Wason explained the Reverse Citizens United Group wishes to hold a demonstration march "Democracy Awakening" on sidewalks around the Monroe County Courthouse on Saturday, April 16, 2016 from 10:45 am to 1:15 pm. As part of the march, amplified sound will be utilized, including a small Dixie Land band.

Request for Noise Permit for Democracy Awakening Demonstration at Monroe County Courthouse (Saturday, 4/16)

Boatman asked if this conflicts with any other events.

Wason explained there will be no major organized events on the square that day.

Castillo-Cullather asked if there are any closures.

Wason said no, and the organizers are fully aware of the public right of way laws.

Boatman made a motion to approve the Request for Noise Permit for Democracy Awakening Demonstration at Monroe County Courthouse (Saturday, 4/16). Castillo-Cullather seconded the motion. The motion passed. Noise permit approved.

Jason Carnes, with Economic Development and Sustainability, explained that Linda Lewis has applied to renew her Pushcart

Resolution 2016-29: Allow Pushcart Vendor to Operate in

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

the Public Right of Way (Linda Lewis-Rasta Pops Cart #1)

Lewis is licensing two pushcarts this year. Cart #1 will be licensed from May 1, 2016 through Oct. 30, 2016. Cart #2 will be licensed from April 15, 2016 through Oct. 14, 2016. The business will operate from a pushcart selling homemade ice pops. This application is for 6 months.

Cox Deckard asked if additional information is needed since this is a renewal.

Wason said no, Jason Carnes has all of the information on record.

Boatman commented that both pushcarts are for 6 months, and the dates are staggered purposefully to meet business needs.

Castillo-Cullather made a motion to approve Resolution 2016-29: Allow Pushcart Vendor to Operate in the Public Right of Way (Linda Lewis-Rasta Pops Cart #1) and Resolution 2016-30: Allow Pushcart Vendor to Operate in the Public Right of Way (Linda Lewis-Rasta Pops Cart #2). Boatman seconded the motion. The motion passed. Resolution 2016-29 and Resolution-30 approved.

This agenda item was addressed with Resolution 2016-29: Allow Pushcart Vendor to Operate in the Public Right of Way (Linda Lewis-Rasta Pops Cart #1).

**Resolution 2016-30:
Allow Pushcart Vendor to Operate in the Public Right of Way (Linda Lewis-Rasta Pops Cart #2)**

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

**Resolution 2016-31:
Allow Mobile Vendor to Operate in the Public Right of Way (David Howard-La Pablana)**

The business will operate from a food trailer selling burritos. This license is for 1 year. Staff is supportive of approval.

Cox Deckard asked where he plans on operating typically.

David Howard, with La Pablana, said he will participate in Food Truck Fridays. He is usually at Cardinal Spirits. He plans on moving downtown in the evenings later in the summer. He has been in business since last February.

Boatman asked if he operates in Michigan as that is where the plates on the truck are registered.

Howard explained that he is originally from Michigan and still owns a construction company in Michigan, It is easier to keep all registrations in one state.

Boatman made a motion to approve Resolution 2016-31: Allow Mobile Vendor to Operate in the Public Right of Way (David Howard-La Pablana). Castillo-Cullather seconded the motion. The motion passed. Resolution 2016-31 approved.

Roy Aten of Planning and transportation explained that Vectren Energy Delivery of Indiana, Inc., is requesting a gas line easement across the northwest corner of the Bloomington Fire Station #3 lot. As the Woodlawn Railroad Crossing Project moves forward, a portion of that work will be the relocation of existing utilities. In particular, the existing 8 inch steel natural gas pipeline will be located to the south in order to accommodate for changes in the proposed road grade. Due to the physical constraints of the site, as well as geometric constraints of the gas line, the new line location will need to cross the northwest corner of the lot at 810 North Woodlawn Avenue. Vectren is seeking a 948 square foot permanent easement in order to facilitate the installation. Staff recommends approval.

Approve Request for a Gas Line Easement from Vectren Energy at 810 N. Woodlawn Avenue (Fire Station #3)

Cox Deckard asked if the size of the easement is typical.

Aten said it is.

Wason explained this is all for the Woodlawn construction involving the railroad crossing that is being worked on closely with the university.

Boatman asked if the property to the west owned by IU.

Aten confirmed it is.

Boatman wanted to make sure both properties will be approved in order for the project to work.

Aten said he believes Vectren has already secured the easement with IU.

Castillo- Cullather asked if they will be closing off the streets.

Aten explained the timeframe is still being worked on. Vectren wants a full closure for two weeks. In May, once construction begins, the intersection of 12th and Woodlawn will be closed throughout the summer.

Boatman referred to the picture to confirm where the easement would take place. She asked if the department is aware of this project.

Aten confirmed they are.

Castillo-Cullather made a motion to Approve Request for a Gas Line Easement from Vectren Energy at 810 N. Woodlawn Avenue (Fire Station #3). Boatman seconded the motion. The motion passed. Easement approved.

Wason explained that Title 6 (BMC 6.06) does primarily two things: (1) prohibits properties in Bloomington from being littered with garbage; and (2) prohibits properties in Bloomington from having grass or weeds that exceed the height of eight inches. When property owners in Bloomington do not comply with this regulation after all options are exhausted, HAND issues fines and occasionally deems it necessary to ask this Board for permission to take corrective action through abatement of the violation. HAND sought bids through

Approve Abatement Services Agreement with 4 U Lawn and Landscape for BMC 6.06 Violations

requests for proposals to 6 known companies who provide abatement services within the City's jurisdiction with only one timely submitted response which is acceptable to HAND. The following contract is for one year and has a maximum expenditure not to exceed \$10,000.00. The City seeks this Board's approval to enter into this agreement with the responsive service provider who will be the sole abatement provider for the City from April 6, 2016 through to and including April 5, 2017.

If the Board awards this agreement, the City will use 4 U Lawn and Landscape for any and all abatements it needs performed in the next year. Individual properties to be abated will be presented to this Board for individual approval.

Wason explained these abatement cases are extremely rare, but a contract does need to be in place in case it is needed.

Castillo-Cullather asked if the city used 4 U Lawn before.

Wason said yes.

Wason explained that 4 U Lawn charges are based on per-hour of labor for varying services.

Boatman said as a preference, it would be appreciated if a representative from HAND was available to answer any potential questions. Boatman confirms that this was the only respondent in the request for quotes.

Wason said this is most likely due to the minimal amount of work.

Boatman asked why this service is not done by companies who do other lawn care services for the city.

Wason said it is due to the trash removal aspect of the work. Further because this is concerning a department other than Parks and Recreation, a new contract would need to be drawn up.

Wason reviewed regulations concerning lawn care and trash.

Boatman made a motion to Approve Abatement Services Agreement with 4 U Lawn and Landscape for BMC 6.06 Violations. Castillo-Cullather seconded the motion. The motion passed. Resolution Agreement approved.

Wason congratulated Joe VanDeventer for his recognition for his leadership and management of the Street Department from his staff at the Union Labor Force. Wason was happy to see the mayor out and working with the street crew, and explained some potential improvements. Wason thanked the rest of the street crews for their help dealing with extensive wind damage.

STAFF REPORTS & OTHER BUSINESS

Wason noted yard waste pickup has begun on recycling days.

Wason explained the Controller's Office has reviewed payroll and sees no need for changes. There is nothing out of the ordinary in the payroll period.

PAYROLL CLAIMS

Boatman asked how many open positions are available.

Wason said there are still some positions open to fill but is relatively typical. They are looking to pick up some seasonal staff.

Castillo-Cullather moved to approve payroll claims for 3/14/16 to 3/27/16 in the amount of \$361,774.53 on April 5, 2016. Boatman seconded the motion. The motion passed. Payroll claims approved.

Wason explained that the total claims amount is \$232,901.44. Staff approves the claims. He noted there are more detailed descriptions of the invoices being paid. Some training and registration fees were paid for staff. Many claims are for Fleet Maintenance as this is a busy time of year for them.

APPROVAL OF CLAIMS

Boatman asked about the Health Club and Massage Reimbursements.

Wason explained that there are city programs that allow for the reimbursement of health and wellness, as covered under the city insurance plan.

Boatman noted that she saw a line item for trash can replacement and asked when we would replace a container.

Wason explained that sometimes, Sanitation may cause damage to someone's trash container and the city will replace it in the event that does happen.

Boatman asked about the system for providing recycling bins.

Wason said there is a number to call to request a bin.

Castillo-Cullather asked if the city commission submits a city budget for programs and projects.

Wason said they are usually submitted to the Community and Family Resource Department. Their budget will outline budgets to the various commissions.

Castillo-Cullather asked if this low claims is typical around April.

Wason said yes.

Boatman moved to approve claims for 3/14/16 to 3/27/16 in the amount of \$232,901.44. Castillo- Cullather seconded the motion. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at 6:31 p.m.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

Melanie Castillo-Cullather, Secretary

Date:

Attest to:

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: SURPLUS CELLULAR TELEPHONES
DATE: 04/15/2016
CC: MICK RENNEISEN

Board Members,

The City of Bloomington Information & Technology Services Department ("ITS") purchases and provides cellular telephones for a significant portion of City employees in order to assist the employees in their work on behalf of the City. These cellular telephones have a limited life cycle; and as telephones become inoperable and/or outdated they are returned to ITS by City employees for replacement. ITS has accumulated a large stock of returned telephones, which ITS wishes to dispose of as surplus personal property.

Under Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works may determine these telephones to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of these inoperable and/or outdated telephones is less than five thousand dollars (\$5,000).

We are requesting the Board of Public Works to declare these items as surplus to allow ITS to dispose of them.

Thanks for your consideration.

Warm regards,

Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

**BOARD OF PUBLIC WORKS
RESOLUTION 2016-39**

**TO DISPOSE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington Information & Technology Services Department (“ITS”) purchases and provides cellular telephones for a significant portion of City employees in order to assist the employees in their work on behalf of the City; and

WHEREAS, these cellular telephones have a limited life cycle; and

WHEREAS, as telephones become inoperable and/or outdated they are returned to ITS by City employees, and ITS provides those employees with a new telephone; and

WHEREAS, ITS has a large stock of returned telephones, which are listed below, and which ITS wishes to dispose of as surplus personal property; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works may determine these telephones to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of these inoperable and/or outdated telephones is less than five thousand dollars (\$5,000);

WHEREAS, ITS will seek a competitive vendor which could sell or recycle the surplus property;

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

1. The cellular telephones listed below are hereby declared to be surplus personal property:

- I phone Its 4s
- I phone Its 3g
- I phone Its 3g
- I phone Its 3g
- I phone Its 4
- I phone Its 3g
- I phone Its 3g
- I phone Its 3g
- Samsung Its Rugby 2

Samsung Its Rugby 2
Samsung Its Rugby 2
Samsung Its Rugby 2
Samsung Its Rugby 2
Samsung Its Rugby 2
Samsung Its Rugby 2
Motorola Its LTE
Palm Its Treo
Palm Its Treo
Motorola Its Silver Flip
Motorola Its Black Flip
Motorola Its Silver Flip
Samsung Its Silver Flip
Samsung Its Blue Flip
Samsung Its Blue Flip
Samsung Its Silver Flip
Samsung Its Red Flip
Nokia Its Black Flip
Nokia Its Green Flip
Samsung Its Rugby 2
Samsung Its Rugby 2
Samsung Its Rugby 2
Samsung Its Rugby 2
Samsung Its Black Flip
Samsung Its Black and C
LG Its Silver Flip
Motorola Its Silver Flip
Apollo Its Pager

2. The City of Bloomington Board of Public Works approves the disposal of this personal property by either conducting a private sale or transfer of this surplus personal property.

**PASSED AND ADOPTED by the City of Bloomington Board of Public Works
this ____ day of _____, 2016.**

Kyla Cox Deckard, President

Attest: _____
Rick Dietz, Director
Information & Technology Services



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

TO: Board of Public Works – Attn: Christina Smith
FROM: Dave Williams, Operations Director, Parks and Recreation
DATE: April 5, 2016
SUBJECT: REVIEW/APPROVAL – “ADOPT A ROUNDABOUT” AGREEMENT
SARE RD. AND ROGERS RD. ROUNDABOUT
MOTHER NATURE LANDSCAPING

Recommendation

Staff requests approval of the Adopt a Roundabout landscape maintenance agreement with Mother Nature Landscaping located at Sare and Rogers Roads.

Background

An interested local landscaping company, Mother Nature Landscaping, expressed interest in partnering with the City in a Adopt a Roundabout pilot venture at the Winslow, High and Rogers Streets roundabout in 2013. As a result of the success of this first landscape maintenance partnership, Mother Nature Landscaping/Bloomington Valley Nursery is interested in adopting the Sare and Rogers roundabout. Mother Nature Landscaping and Bloomington Valley Nursery are owned by Shawn Eurton.

The department of Public Works owns the roundabout. Maintenance of landscape plantings in medians and roundabouts is typically a Parks department responsibility, however, funding for those tasks can be a challenge. In an effort to lower maintenance costs “adoptable” landscape maintenance agreements with private companies, individuals, and organizations have been developed and proven to be very successful starting with the adoption of three Clarizz Blvd. medians in 2005.

The Board of Park Commissioners approved the Sare/Rogers Roundabout landscape maintenance agreement in March 2016. Signage requirements were approved by the City Planning department. Final approval is required by the Board of Public Works. Mother Nature would like to implement the planting and install the signage plan this spring.

Per this proposed agreement, Mother Nature Landscaping will plant approximately \$10,000 of landscape material in the roundabout at their cost; perform monthly maintenance to the site for 5 years; and periodically change landscape material in the roundabout to enhance the appearance at no cost to the City.

Per the agreement “public signs” is defined by Title 20 of the Bloomington Municipal Code and will be installed in the roundabout. These signs are subject to the following requirements:

- Number: No more than four (4) public signs shall be installed.
- Design: The design, including the material and size, shall be determined by the City.
- Placement: The placement of each public sign shall be determined by the City.
- Costs: The Adopter shall be responsible for any and all costs associated with these public signs.

Signs will indicate that Mother Nature Landscaping has adopted the roundabout. The engineering department has provided Mother Nature with site line restrictions for the site.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Dave Williams", with a long horizontal flourish extending to the right.

Dave Williams, Operations Director
City of Bloomington
Parks and Recreation

Attachments:

Partnership Agreement
Landscape Planting Plan



**City of Bloomington
Department of Public Works
Department of Parks and Recreation**

Adopt-A-Roundabout Partnership Agreement

This agreement between the City of Bloomington, Department of Parks and Recreation (hereafter “City”) and **Mother Nature Landscaping**, (hereinafter “Adopter”) is to provide a means of improving, beautifying, and maintaining the roundabout located on **Sare and Rogers Street**. The roundabout described is approximately 100 feet in diameter.

All materials and labor necessary for the improvement and maintenance of the roundabout are the sole responsibility of the Adopter. The Adopter agrees to check the adopted location(s) on an as needed basis (minimum monthly basis), or upon request from the City, for landscape maintenance needs, and for removal of weeds, trash and litter, and other debris from the roundabout.

The Adopter agrees to provide to the City a schematic landscape plan noting species, sizes and planting locations, and Adopter shall obtain written approval from the City of Bloomington Department of Public Works, Planning and Parks and Recreation prior to the planting of any trees, shrubs, plants, flowers, or other vegetation. The City shall review all proposed planting locations for such factors as the presence of publicly and privately owned buried utilities, and potential vehicular traffic conflicts or obstructions, and compliance with local planning and zoning ordinance requirements, prior to permitting and work to proceed on the roundabout. In addition, Adopter shall be subject to the provisions of state law regarding locating underground utilities prior to excavating the site.

City roundabouts which are the subject of an Adopt-A Roundabout Partnership Agreement shall be required to install “public signs”, as said term is defined by Title 20 of the Bloomington Municipal Code. The Adopter shall purchase the “public signs” and shall gift them to the City.

The installed “public signs” are subject to the following requirements:

- Number: No more than four (4) public signs shall be installed.
- Design: The design, including the material and size, shall be determined by the City.
- Placement: The placement of each public sign shall be determined by the City.
- Costs: The Adopter shall be responsible for any and all costs associated with these public signs.

The roundabout described above shall remain the property of the City of Bloomington, and if, in the sole judgment of the City it is found that the Adopter is not meeting the terms and conditions of the agreement, the City may terminate this agreement and remove all signs. This

Masterplan

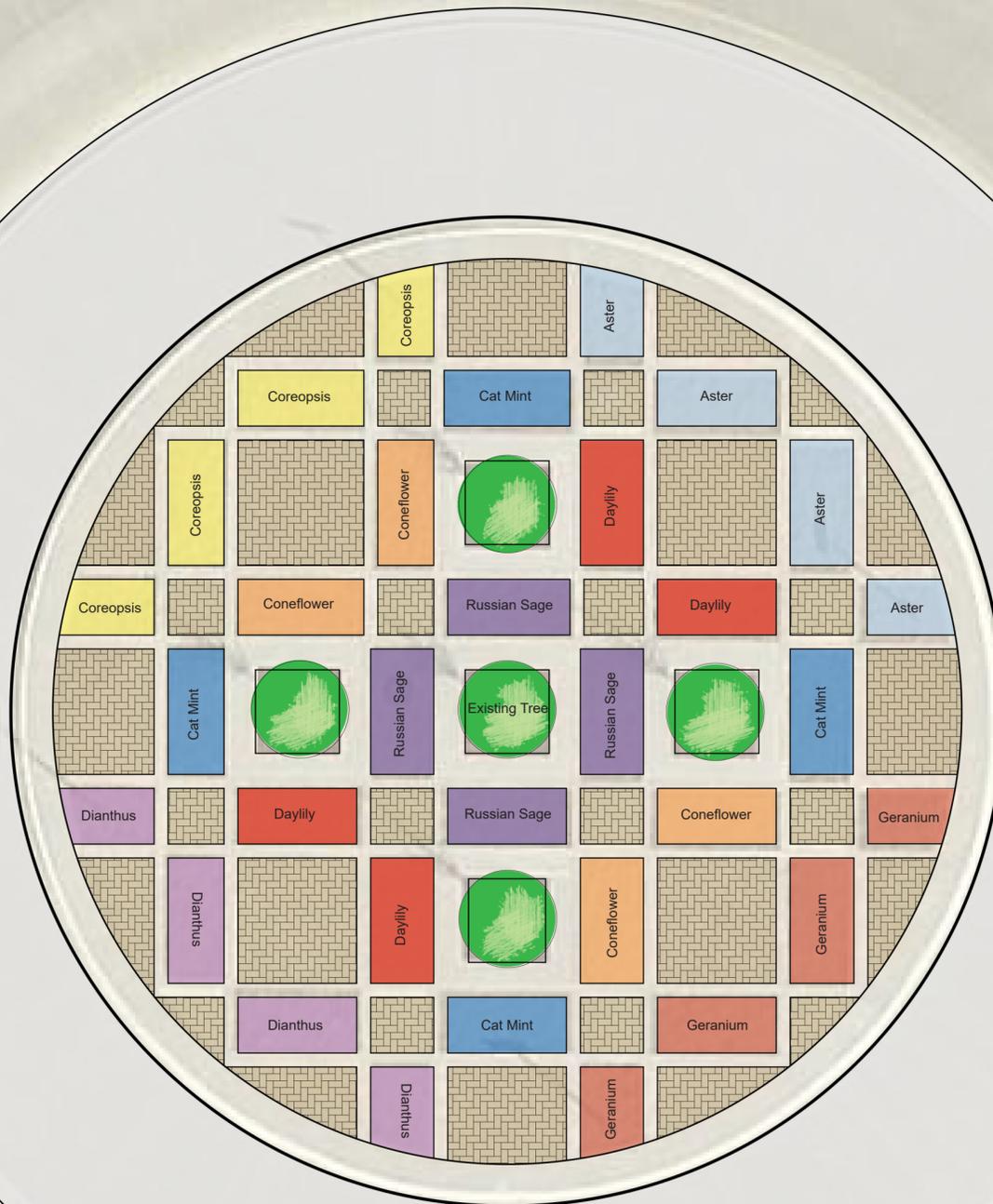
Traffic Circle

Sare Rd. -N-

Rogers Rd. -W-

LEGEND

- Cat Mint
- Daylily
- Coreopsis
- Aster
- Coneflower
- Geranium
- Russian Sage
- Dianthus



Rogers Rd. -E-

Sare Rd. -S-

SCALE: 1" = 8'

Each open plot will be filled with assorted perennials clumps. The North, South, East and West center plots will have an interesting stone art piece in each plot. This will bring some more height into the space as well as bring a new texture and focal point to the space. Nothing in this proposed plan will be above 36" to prevent any potential blocking of views around the traffic circle.

Perspective A



The image above illustrates a view from the east exit onto Rogers Rd.

Perspective B



The image above illustrates a view from the south end of the round about.



Board of Public Works Staff Report

Project/Event: Pedestrian Safety and Accessibility at Signalized Intersections INDOT/LPA Project Coordination Contract Approval

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 04/19/2016

Report: This project will install pedestrian signal heads with countdown timers and accessible pedestrian push buttons at various locations in the City. The project will also install or improve curb ramps and install or refresh crosswalks at these locations as needed. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) and is eligible for federal funding through the Highway Safety Improvement Program (HSIP). The project is programmed for 90% project fee reimbursement (\$507,150 in federal funds) for the construction phase. The project is scheduled to complete design in 2016, right of way acquisition in 2017, and construction in 2018.

This is a standard INDOT/LPA contract that is required for INDOT to make the federal funds available for the project.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Pedestrian Safety and Accessibility at Signalized Intersections INDOT/LPA Project Coordination Contract.

Recommend **Approval** **Denial** by Neil Kopper

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT**

EDS #: A249-16-L160034

Des. No.: 1600426

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, Room N758
Indianapolis, Indiana 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, the 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, the 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, 2017 and June 30, 2018**, 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, and provided the federal funds shown in section I.B. of Attachment D are available.
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2018 and June 30, 2020**. INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

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.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

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.

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/ig/>. 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, 35-44.1-1-4 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. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred

subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

- G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. Non-Discrimination.

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, 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 \$50,000.00 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 nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran).

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, 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 a 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

Brandye Hendrickson, Commissioner (FOR)

Print or type name and title

Date: _____

Signature and date

Department of Administration

LPA DUNS # _____

Jessica Robertson, Commissioner

Attest

Date: _____

State Budget Agency

Auditor or Clerk Treasurer

Brian E. Bailey, Director

Date: _____

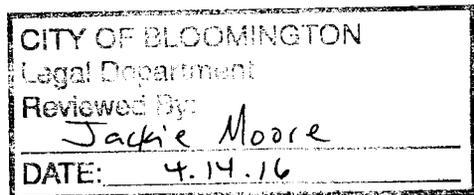
Approved as to Form and Legality:

This instrument prepared by:

Ellen Hite
April 4, 2016

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

Date: _____



ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1600426**
Program: **Group II Safety**
Type of Project: **Intersect. Improv. W/New Signals**
Location: **Various Locations**

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

A project to install pedestrian signal heads with countdown timers and accessible pedestrian push buttons, at various locations, 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/indot/design_manual/) 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/2523.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/2493.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/2833.htm> 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 Ready for Contracts date 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/2389.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 receiving **Group II Safety** 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, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current 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 **90%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **April 4, 2016**, the maximum amount according to the TIP dated **February 12, 2016** is **\$ 507,150.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- B. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____ % of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$ _____.
- C. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. 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.
- H. 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.

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: Pedestrian Safety and Accessibility at Signalized Intersections LPA-Consultant Contract Approval

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 04/19/2016

Report: This project will install pedestrian signal heads with countdown timers and accessible pedestrian push buttons at various locations in the City. The project will also install or improve curb ramps and install or refresh crosswalks at these locations as needed. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) and is eligible for federal funding through the Highway Safety Improvement Program (HSIP). The project is programmed for 90% project fee reimbursement (\$507,150 in federal funds) for the construction phase. The project is scheduled to complete design in 2016, right of way acquisition in 2017, and construction in 2018.

In 2015, the Planning and Transportation Department issued a request for qualifications (RFQ) to establish a prequalified list of consultants for projects involving the planning, design, and operation of transportation infrastructure. From that list, AECOM Technical Services, Inc. was chosen to design this particular project due to their expertise and experience with related projects.

The contract before the Board this evening will retain AECOM Technical Services, Inc. as the City's consultant for preliminary engineering services for this project. The total compensation for these services is set at a not-to-exceed amount of \$94,900. Right of way engineering services are not included in this contract because the number of affected parcels is not yet known. Staff anticipates coming back to the Board later this year with a contract supplement to include those services as needed.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Pedestrian Safety and Accessibility at Signalized Intersections LPA-Consultant Contract.

Recommend **Approval** **Denial** by Neil Kopper

Board of Public Works
Staff Report

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2016 ("Effective Date") by and between City of Bloomington, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and AECOM Technical Services, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1600426

Project Description: The project will install pedestrian signal heads with countdown timers, accessible pedestrian push buttons, ADA curb ramps and crosswalks at 26 City-maintained traffic signals and pedestrian hybrid beacons.

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be **\$693,500.00**. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 94,900.00**.

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

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

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

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

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

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

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

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

11. **DBE Requirements.**

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

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

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

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. **Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Neil Kopper, PE
401 N. Morton St., Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Gary Mroczka, PE
One Indiana Square, Suite 2100
Indianapolis, IN 46204

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

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

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

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

CONSULTANT

LOCAL PUBLIC AGENCY

Signature

Signature

(Print or type name and title)

(Print or type name and title)

Signature

(Print or type name and title)

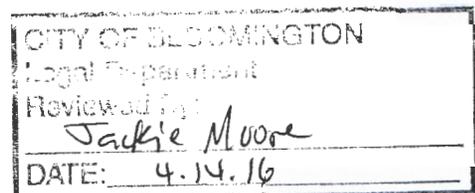
Attest:

Signature

Signature

(Print or type name and title)

(Print or type name and title)



Map No	Intersection	Existing ADA Curb Ramps to be Verified	Countdown Timers	Accessible Pedestrian Buttons	New or Improved ADA Curb Ramps
1	10 th Street & Indiana Avenue	4	8	0	0
2	10 th Street & Sunrise Drive	4	8	8	2
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TOTALS		129	182	186	83
Standard INDOT ADA Ramp Types					42
Special ADA Ramp Designs					41

The CONSULTANT will be responsible for performing the following activities:

All work will be assigned and directed by City of Bloomington and reviewed by INDOT as per the current INDOT's LPA Program Guidance Document. The CONSULTANT may be responsible for performing any or all of the following activities:

- Task 1 Project Management/Project Meetings
- Task 2 Field Investigation
- Task 3 Environmental Document
- Task 4 Utility Coordination
- Task 5 Design and Plan Development
- Task 6 Construction Phase Services
- Task 7 Environmental Document – CE 1 (If new right-of-way is needed)
- Task 8 Right-of-way (If needed)

Task 1: Project Management / Progress Meetings & Reports

The CONSULTANT will provide project management and administration throughout the duration of the Project. Management and administration will include, but not be limited to the following activities:

1. Project Status Reports: The CONSULTANT will prepare project status reports that include the percent of work complete, anticipated completion dates and any other detail as requested by ERC. Reports will be prepared monthly or as requested by ERC.

2. Quarterly Project Status Meetings: The CONSULTANT will attend up to nine (9) quarterly project status meetings with the City of Bloomington MPO. It is assumed that of the nine, two will be in person.
3. Project Delivery Controls: The CONSULTANT will track the project schedule and budget and report progress as part of monthly progress reports.
4. Quality Assurance: The CONSULTANT will follow its Quality Assurance Plan procedures to assure all quality control (QC) procedures are performed on this project. A Quality Assurance audit is carried out at one submittal by the Quality Manager or designate outside of the project team.

Task 2: Field Investigation

The CONSULTANT will perform work necessary to gather data from 129 existing curb ramp locations, ADA curb ramps, pedestrian head / buttons, and crosswalk information in order to assess for conformance to current PROWAG guidelines and to provide data for the proposed design.

Task 3: Environmental Document (NEPA)

The CONSULTANT will provide environmental compliance and permitting services throughout the duration of the Project. Services provided under this task will include, but are not limited to, the following activities:

1. Environmental Document. The CONSULTANT will develop Programmatic Categorical Exclusion (PCE) / Environmental Documentation. The PCE document will be prepared and will include exhibits indicating the location of each project site, a description of existing conditions and proposed improvements at each site. The document will include information for 26 non-continuous project locations. The document will be reviewed and approved by INDOT Seymour District. The CONSULTANT will prepare a worksheet containing the commitments to the project resulting from the NEPA process.
2. Cultural Resources. The CONSULTANT will conduct a Phase Ia Cultural Resources Records review and Historic Resources field reconnaissance, in accordance with the Indiana Department of Natural Resources Division of Historic Preservation and Archaeology (IDNR-DHPA) and INDOT-CRO guidelines.
 - a. Section 106 Coordination. In consultation with INDOT-CRO, the CONSULTANT will compile a list of consulting parties that is acceptable to INDOT-CRO and the IDNR-DHPA. A Section 106 early coordination packet inviting the appropriate groups and individuals to participate in Section 106 consultation will be prepared. The early coordination packet will include a description of the existing conditions and the proposed scope of work within the project area. A postage paid post card will be provided to each Section 106 recipient so they may agree or decline to participate as a Consulting Party. All Section 106 documentation will be e-mailed to the INDOT-CRO, mailed to the IDNR-DHPA and Consulting Parties.
 - i. The CONSULTANT will prepare the FHWA / INDOT concurrence, 800.11(e) for a finding of No Adverse Effect or Adverse Effect for distribution to the INDOT-CRO, IDNR-DHPA, and consulting parties. A memorandum of agreement (MOA) would be required if the Indiana Department of Transportation (INDOT), in consultation with the Division of Historic Preservation and Archaeology (DHPA) State Historic Preservation Officer and consulting parties, determines that the proposed structure replacements would cause an adverse effect to Historic Properties located within the Direct or Indirect APE. If a location is determined to have adverse effects, it is expected to drop it from the project.
 - ii. The team will publish one legal notice, one time, in the local newspaper for a mandatory public comment period of thirty days. The team will transmit (via email or FTP site) the approved 800.11(e) documentation, legal notice and affidavit of publication to the project engineer for inclusion in the CE document.
 - iii. In consultation with the INDOT-CRO, the CONSULTANT will establish an Area of Potential Effects (APE) for the project. All cultural resource studies rely on an explicit APE, which reflects the agreement by key parties as to what constitutes the physical footprint of the undertaking as well as the zone within which a suite of potential ancillary effects may be experienced. Thus, the APE for a given project has two components: 1) the direct APE or zone of ground-disturbance; and 2) the viewshed or indirect APE that is concerned with visual effects. The CONSULTANT will prepare a map showing the APE along with a written description of the APE.

- b. Archival Research. The CONSULTANT will perform records research at the IDNR-DHPA to identify if any previously identified cultural resources are located in the project vicinity. The records check will document previously recorded cultural resources relevant to the project area for review. The CONSULTANT will also access county and township records and other informed sources for supporting data. This data will be summarized in a letter report, outlining the results of the archival research and providing a scope for the Phase I archaeological and historic resources survey work projected for the undertaking. The letter report will be suitable for submittal to the IDNR-DHPA, to initiate Section 106 consultation for the Project.
 - c. Phase I Historic Resources Reconnaissance and Inventory. The first step in the architectural history review is establishing a viewshed, or indirect area of potential effect, surrounding the limits of the proposed project. Based on the nature of the project vicinity, recent coordination with INDOT on similar projects, and the INDOT Cultural Resources Manual, the CONSULTANT anticipates a viewshed for each of the Project locations which includes properties which surround each proposed project location.
 - i. A qualified architectural historian will conduct a preliminary survey of the indirect APE and identify all aboveground resources 50 years or older within the APE. The CONSULTANT will prepare an inventory for each of the 26 Project locations and identify which aboveground resource will require further documentation, based upon architectural significance and historic integrity. These data can then be utilized to revise Project plans as necessary. This scope does not include a formal Historic Property Report (HPR). The cost of conducting a Phase I Historic Property Investigation and preparing a formal HPR will be supplied following review of the inventory of aboveground resources identified during the preliminary investigation.
3. Public Involvement. No public involvement activities are expected since new right-of-way is expected to be <0.5 acre.

Deliverables – The following are the deliverables under this task:

- a. The Programmatic Categorical Exclusion (PCE) will be uploaded into ERMS by the CONSULTANT and will be submitted directly to the ERC and INDOT Seymour District.
- b. The Minor Projects Programmatic Agreement (MPPA) will be uploaded into ERMS by the CONSULTANT and will be submitted directly to the ERC and INDOT Environmental Services.

Task 4: Utility Coordination

The CONSULTANT will gather field data of existing public utilities within the construction limits at the 26 locations. The CONSULTANT will coordinate with all public utilities within the proposed construction limits following INDOT's new utility paradigm process.

- a. Data gathering of existing public utilities
- b. Notify all potential public utilities of the project
- c. Verify the location of all public utilities are shown accurately in the plans
- d. Perform conflict analysis to minimize utility relocations
- e. Hold a preliminary field check with all affected utilities
- f. Coordinate with all affected utilities to prepare utility workplans
- g. Coordinate utility workplans and review agreements for the City of Bloomington

It is assumed that six public utilities will require coordination.

Task 5: Design and Plan Development

The CONSULTANT will prepare design plans in accordance with the accepted standards for such work, and in accordance with the following documents in effect at the time the plans or reports are submitted: Proposed Accessibility Guidelines for pedestrian facilities in the Public Right of Way (PROWAG); American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets"; Indiana Department of Transportation's Standard Specifications; Manual on Uniform Traffic Control

Devices; Road, Bridge and Traffic memoranda and INDOT Design Manuals, except as modified by supplemental specifications and special provisions.

1. Concept Level Design. The CONSULTANT will prepare concept level design to be discussed with the City of Bloomington at each of the 26 locations. The information should include the following:
 - a. Conformance determination of existing ADA curb ramps
 - b. Cultural Resource inventory (Task 3-2)
 - c. For all new or replaced ramps, a drawing which illustrates the location and ramp type.
 - d. A drawing which illustrates the location of proposed crosswalks, pedestrian buttons, countdown timers and any anticipated right-of-way takings
 - e. A conceptual level project cost estimate to verify budget compliance with federal funding level
2. Stage 1 Plans. The CONSULTANT will prepare Stage 1 plans and preliminary estimates of cost in accordance with the Indiana Design Manual (IDM). The plans should include the following for all 26 intersection locations:
 - a. Plan view representing the curb ramp, landing and sidewalk illustrated on an aerial image
 - b. ADA Curb ramp details representing spot elevations, dimensions and slopes as per INDOT Design Memorandum No. 15-20.
 - c. Pavement marking details for new or restored crosswalks
 - d. Unique ADA Curb ramp designs for up to 41 ramps. All others are assumed to use an existing INDOT standard
 - e. Locations of up to 182 new countdown timers, 186 new push buttons, and up to 186 locations of new pedestals for push buttons
 - f. If necessary, the CONSULTANT will prepare proprietary materials justification for INDOT approval
3. Stage 3 (95%) Final Plans. Following approval of the preliminary plans and approval of the Environmental Document, the CONSULTANT will complete the final design and plans to fulfill the requirements for a Stage 3 submittal per the IDM.
4. Contract Documents (Final Tracings, 100%). The CONSULTANT will submit to INDOT final contract documents in accordance with the IDM and current INDOT standard operating procedures.
5. Construction Cost Estimates. The CONSULTANT will prepare cost estimates and unit prices for construction in accordance with current INDOT practices and will include items of work required for the complete construction of the work, including temporary work.
6. Quality Control. The CONSULTANT will follow its Quality Control and Quality Assurance Plan procedures to document all checking to be performed on this project to assure accurate and consistent design calculations. Quality Control is those efforts carried out by the project team aimed at countering errors or misjudgments and identifying opportunities to improve. Project Quality Control will be done on a continual basis throughout the design process for all portions of the design including the design drawings, calculations, specifications, cost estimate, etc. This check will be done by a registered Professional Engineer(s), other than the originator, who verifies the correctness and completeness of the information. In addition, a second quality control review is performed on all submittals through AECOM's Independent Technical Review of the project in which another project team's Quality Control checker is used to verify the quality and integrity of the product in an organized manner.
7. Affixation of Seal. The responsible registrant will affix his/her seal to plans, specifications and reports.

Deliverables – The following are the deliverables under this task:

- a. The CONSULTANT will submit Stage 1 Plans through electronic means to the City of Bloomington.
- b. The CONSULTANT will submit Stage 3 Plans through INDOT's ERMS for technical and constructability review with an electronic copy to the City of Bloomington.
- c. The CONSULTANT will submit final tracings and all other contract documents through ERMS as per current INDOT procedures.

- d. The CONSULTANT will submit all CAD files and other field assessment data to the City of Bloomington.

Task 6: Construction Phase Services

The CONSULTANT shall provide construction phase services including, but not limited to the following activities:

1. Post-Award Services. Following the award of the construction contract, the CONSULTANT shall attend the pre-construction meeting. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries will be made only by persons designated by INDOT to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT will not be required to respond to inquiries by persons other than INDOT's designated representative.
2. Construction Changes. If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans as requested by INDOT. Revised plans shall be submitted to INDOT for approval.

TASKS 7 AND 8 ARE REQUIRED IF NEW ADDITIONAL RIGHT-OF-WAY REQUIRED

Task 7: Environmental Document (NEPA) (If New Right-of-way is Required)

If the project requires right-of-way acquisition, then the following services would be necessary. The CONSULTANT will only perform these services upon execution of a contract amendment and a written notice to proceed from the LPA. Should the project necessitate a Level 1 CE due to the project requiring additional right-of-way, the following tasks would be necessary:

1. Categorical Exclusion (CE)/ Environmental Documentation: The CONSULTANT will prepare a CE Level 1 documentation which includes gathering and documenting information applicable to the non-continuous project locations and scope of the project and the resulting impacts to the natural and man-made environment as per the procedures outlined in INDOT's Categorical Exclusion Manual. The draft CE Document will be submitted to the INDOT Seymour District for review, approval, and signature. The signature would serve as the final approval of the document, as the project is not expected to exceed the guidelines for required public involvement of the INDOT Public Involvement Manual.
2. Cultural Resources. In addition to the services listed under Task 3-2, the following tasks are required if new right-of-way is required.
 - a. Phase I Archaeological Reconnaissance and Reporting. The APE for direct impact is limited to the areas of likely ground disturbance within the project area associated with project activities. Direct impacts in these areas may affect archaeological resources if present. For the purposes of this proposal AECOM will conduct reconnaissance fieldwork to identify archaeological resources that may be affected by the proposed project.
 - b. Visual Inspection. In areas that exceed 15 degrees slope, are inundated, or have been subject to modern earthmoving or other disturbance, AECOM will conduct a visual inspection by walking over the surface of the project area documenting local conditions. Investigators will inspect areas with exposed ground surface such as stream cut banks, rock outcrops, or other locales that may present archaeological resources.
 - c. Shovel Test Survey. In areas where average ground surface visibility is less than 30% a shovel test survey is required. This consists of excavating small test units on a 15-meter (50-foot) grid. AECOM will screen all soils from shovel test units through ¼-inch hardware mesh screen down to archaeologically sterile soil (typically the "B" horizon). AECOM assumes no more than 30 shovel tests will be necessary. No more than 30 shovel tests will be required for the archaeological field reconnaissance.

- d. Report of Archaeological Investigations. In Indiana, a Short Report Format is appropriate for Phase I archaeological surveys that do not identify any archaeological sites. If no sites are identified during the fieldwork survey we will write a Short Report for submittal to INDOT CRO for review. AECOM assumes 24 hours to complete a Short Report. If an archaeological site is identified during the Phase I reconnaissance, (requiring artifact analysis) a complete report of investigations will be prepared for review; this scope and cost estimate assumes that no archaeological resources will be identified.

Task 8: Right-of-way (ROW)

If the project requires right-of-way acquisition, then the following services would be necessary. The CONSULTANT will only perform these services upon execution of a contract amendment and a written notice to proceed from the LPA.

The CONSULTANT will provide ROW engineering, ROW plan development, ROW title and encumbrance (T&E) reports, Appraisal Problem Analysis (APA), ROW Appraising and ROW Appraisal Review services necessary in order to meet the constraints of the Project schedule. It is anticipated that up to 15 parcels may be impacted and require ROW. The work will include, but is not limited to the following activities:

1. **Standards.** The CONSULTANT shall complete work so that it is sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated January 4, 2005 and attachments and amendments thereto. Said Title 49 CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto.
2. **ROW Engineering.** ROW engineering work will include, but is not limited to the following activities:
 - a. Management and coordination of the preparation of Title and Encumbrance Reports and title searches performed for properties requiring land acquisition.
 - b. Additional title work on properties with mineral rights.
 - c. Preparation of legal descriptions for each acquisition. The legal descriptions will be prepared and certified by a registered land surveyor in State of Indiana.
 - d. Preparation of a ROW parcel plat for each parcel. Each ROW parcel plat will be a scaled drawing showing the boundaries of the parcel, existing and proposed ROW, and will include the following: Names of property owners, Instruments by which title was acquired, Stations/Offsets and coordinates of proposed ROW and Property owner's dimensioned tract.
 - e. Preparation of a L-10 Parcel Listing Form, Area Computation Form and memo documents that contain the following: Total area of the parcel prior to the acquisition, area of the existing ROW included in the total area, area of the fee simple acquisition, area of the existing ROW within the fee simple acquisition including the area under existing pavement and the area outside of existing pavement and area of each residue.
 - f. Preparation of a report detailing the status of the existing ROW within Project limits and the determination of the need for reacquiring existing ROW.
 - g. Preparation of conveyance instruments for fee simple acquisitions, permanent easements, and temporary ROW.
 - h. Preparation of separate envelopes for each parcel containing the items specified in this section to be utilized by appraisers, negotiators and attorneys to acquire the real estate.
 - i. Management and coordination of the preparation of Title and Encumbrance Report Updates when necessary for acquisition.
3. **Appraisal Services.** The CONSULTANT shall perform the following appraising services activities:
 - a. Perform Appraisal Problem Analysis (APA) using "Appraisal Packet" Right-of-way Engineering and watermarked as such.
 - b. Complete real estate appraisals and prepare appraisal reports in accordance with "The INDOT Appraisal Manual" for each parcel on the Project.

- c. Furnish INDOT comparable properties used in the report, attached to each report and an electronic file (Compact Disc media) of the comparable properties consisting of sufficient sales data in the vicinity of the Project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by a photograph and shall be located on a map attached to each report.
 - d. Furnish appraisals in an original plus four copies, an electronic file (Compact Disc media) and one copy on green paper for disbursement to the parcel owner of parcels that require relocation and an original plus three copies, an electronic file (Compact Disc media) and one copy on green paper for disbursement to the parcel owner of parcels that do not require relocation.
4. Appraisal Review Services. The CONSULTANT shall perform the following appraisal review services activities:
- a. Complete final APA's, upon receipt of "Acquisition Packet" Right-of-way Engineering.
 - b. Perform Review Appraisals only after the "Acquisition Packet" has been provided to the initial Appraiser.
 - c. Inspect parcels that an appraisal has been completed for and a review is being performed. The inspection shall consist of an off-site inspection of the property for parcels not requiring relocation and an on-site inspection, including the interior of any buildings being acquired, with the owner for parcels that require relocation.
 - d. Complete a Review Appraisal Report that conforms to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" and conferences with INDOT.
 - e. Furnish INDOT any additional comparables used in the review report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the Project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on a map attached to each report.
 - f. Furnish reviews in an original plus four copies, an electronic file (Compact Disc media) and one copy on green paper for disbursement to the parcel owner of parcels that require relocation or an original plus three copies and one copy on green paper for disbursement to the parcel owner that do not require relocation.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA will furnish the CONSULTANT with the following:

(TO BE DETERMINED-MAY INCLUDE THE FOLLOWING)

1. All available reports, studies or correspondence for the locations within the project area that are pertinent to this project, including but not limited to environmental studies, traffic studies, etc.
2. Available data from the transportation planning process
3. Available GIS data
4. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
5. Buying of additional right-of-way

APPENDIX "C"

SCHEDULE:

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

All work by the CONSULTANT under this Contract will be completed and submitted into ERMS on or before November 27, 2017 for a scheduled Letting no later than a March 7, 2018.



AECOM
One Indiana Square
Suite 2100
Indianapolis, IN 46204
www.aecom.com

317 532 5400 tel
317 532 5499 fax

April 12, 2016

Neil Kopper, PE
Project Engineer | Planning and Transportation Dept
City of Bloomington
401 N. Morton St., Suite 130
Bloomington, IN 47404

Re: Des. No. 1600426
HSIP Pedestrian Safety and Accessibility at Signalized Intersections
City of Bloomington
REVISED Contract Appendices

Dear Neil,

As per your request by email on April 12, 2016, I have edited the Contract Appendices.

If you have any questions or comments regarding these minutes, please do not hesitate to contact me via email at gary.mroczka@aecom.com or at 317.532.5485.

Sincerely,

Gary Mroczka, PE
Project Manager / Operations

gfm

cc: file

Enclosure

APPENDIX "A" SCOPE OF SERVICES

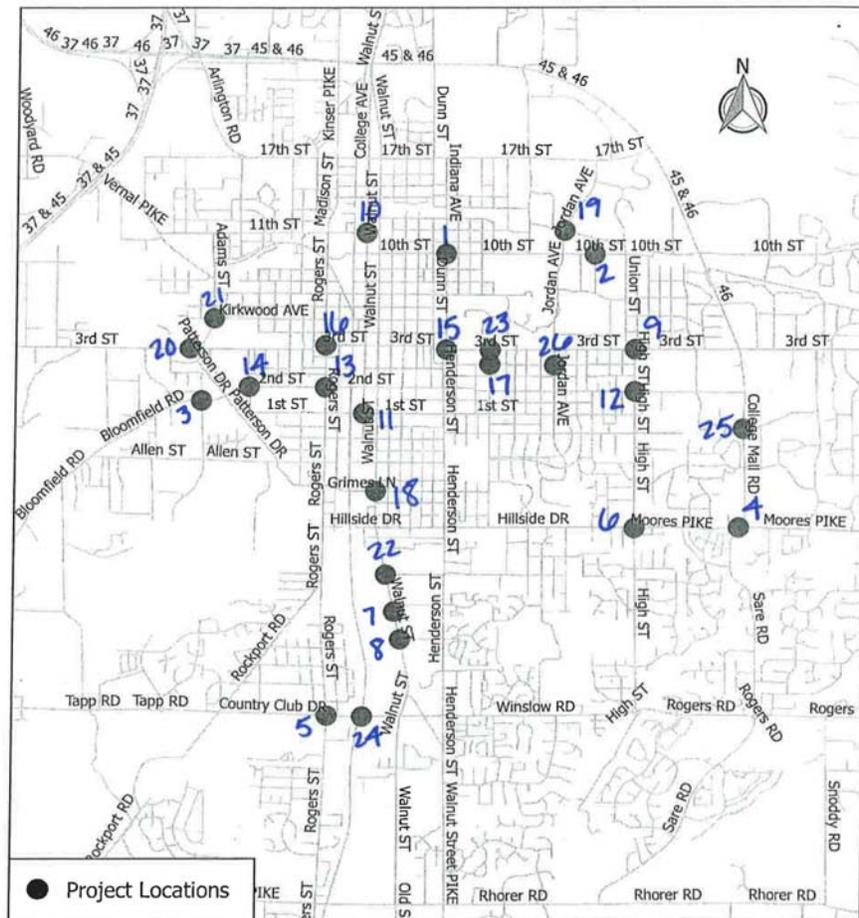
SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT will comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The project will install pedestrian signal heads with countdown timers and accessible pedestrian push buttons at City-maintained traffic signals and pedestrian hybrid beacons. The project will also install or improve curb ramps and install or refresh crosswalks at these locations as needed. All work will comply with PROWAG, the City's adopted accessibility guidelines.

The map below and list on page 2 illustrate the 26 locations identified for this project. As currently scoped, the project would result in 182 new pedestrian signal heads with countdown timers, 186 new accessible pedestrian push buttons, and 83 new or improved curb ramps. It is assumed that 50% or 41 of the new or improved curb ramps will require unique designs and the remainder will utilize an existing INDOT standard.

Final designs produced during Preliminary Engineering may determine that implementation at a particular location would require additional work beyond the intended scope or funding of this project and may result in removal of one or more locations from the project. Alternatively, Preliminary Engineering may also identify additional high priority signalized intersections that require accessible pedestrian buttons or countdown timers.



Map No	Intersection	Existing ADA Curb Ramps to be Verified	Countdown Timers	Accessible Pedestrian Buttons	New or Improved ADA Curb Ramps
1	10 th Street & Indiana Avenue	4	8	0	0
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5	Country Club Drive & Rogers St	8	8	8	0
6	High Street & Hillsdale Drive	5	8	8	4
7	North Drive & Walnut Street	4	8	8	1
8	South Drive & Walnut Street	8	8	8	2
9	3 rd Street & High Street	4	8	8	6
10	11 th Street & College Avenue	5	8	8	2
11	1 st Street & College Avenue	5	8	8	3
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17	Atwater Ave. & Woodlawn Ave.	6	8	8	3
18	Grimes Lane & Walnut Street	8	8	8	0
19	Jordan Ave. & Law Lane	4	8	8	8
20	3 rd St. & Adams St. & Patterson Dr.	4	6	6	4
21	Adams St. & Kirkwood Ave.	4	6	6	4
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23	3 rd Street & Woodlawn Ave.	4	6	6	2
24	B-Line Trail & Country Club Dr.	1	2	2	0
25	Buick Cadillac Blvd & College Mall Rd	4	2	8	8
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TOTALS		129	182	186	83
Standard INDOT ADA Ramp Types					42
Special ADA Ramp Designs					41

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- Task 5 Design and Plan Development
- Task 6 Construction Phase Services
- Task 7 Environmental Document – CE 1 (If new right-of-way is needed)
- Task 8 Right-of-way (If needed)

Task 1: Project Management / Progress Meetings & Reports

The CONSULTANT will provide project management and administration throughout the duration of the Project. Management and administration will include, but not be limited to the following activities:

1. Project Status Reports: The CONSULTANT will prepare project status reports that include the percent of work complete, anticipated completion dates and any other detail as requested by ERC. Reports will be prepared monthly or as requested by ERC.

2. Quarterly Project Status Meetings: The CONSULTANT will attend up to nine (9) quarterly project status meetings with the City of Bloomington MPO. It is assumed that of the nine, two will be in person.
3. Project Delivery Controls: The CONSULTANT will track the project schedule and budget and report progress as part of monthly progress reports.
4. Quality Assurance: The CONSULTANT will follow its Quality Assurance Plan procedures to assure all quality control (QC) procedures are performed on this project. A Quality Assurance audit is carried out at one submittal by the Quality Manager or designate outside of the project team.

Task 2: Field Investigation

The CONSULTANT will perform work necessary to gather data from 129 existing curb ramp locations, ADA curb ramps, pedestrian head / buttons, and crosswalk information in order to assess for conformance to current PROWAG guidelines and to provide data for the proposed design.

Task 3: Environmental Document (NEPA)

The CONSULTANT will provide environmental compliance and permitting services throughout the duration of the Project. Services provided under this task will include, but are not limited to, the following activities:

1. Environmental Document. The CONSULTANT will develop Programmatic Categorical Exclusion (PCE) / Environmental Documentation. The PCE document will be prepared and will include exhibits indicating the location of each project site, a description of existing conditions and proposed improvements at each site. The document will include information for 26 non-continuous project locations. The document will be reviewed and approved by INDOT Seymour District. The CONSULTANT will prepare a worksheet containing the commitments to the project resulting from the NEPA process.
2. Cultural Resources. The CONSULTANT will conduct a Phase Ia Cultural Resources Records review and Historic Resources field reconnaissance, in accordance with the Indiana Department of Natural Resources Division of Historic Preservation and Archaeology (IDNR-DHPA) and INDOT-CRO guidelines.
 - a. Section 106 Coordination. In consultation with INDOT-CRO, the CONSULTANT will compile a list of consulting parties that is acceptable to INDOT-CRO and the IDNR-DHPA. A Section 106 early coordination packet inviting the appropriate groups and individuals to participate in Section 106 consultation will be prepared. The early coordination packet will include a description of the existing conditions and the proposed scope of work within the project area. A postage paid post card will be provided to each Section 106 recipient so they may agree or decline to participate as a Consulting Party. All Section 106 documentation will be e-mailed to the INDOT-CRO, mailed to the IDNR-DHPA and Consulting Parties.
 - i. The CONSULTANT will prepare the FHWA / INDOT concurrence, 800.11(e) for a finding of No Adverse Effect or Adverse Effect for distribution to the INDOT-CRO, IDNR-DHPA, and consulting parties. A memorandum of agreement (MOA) would be required if the Indiana Department of Transportation (INDOT), in consultation with the Division of Historic Preservation and Archaeology (DHPA) State Historic Preservation Officer and consulting parties, determines that the proposed structure replacements would cause an adverse effect to Historic Properties located within the Direct or Indirect APE. If a location is determined to have adverse effects, it is expected to drop it from the project.
 - ii. The team will publish one legal notice, one time, in the local newspaper for a mandatory public comment period of thirty days. The team will transmit (via email or FTP site) the approved 800.11(e) documentation, legal notice and affidavit of publication to the project engineer for inclusion in the CE document.
 - iii. In consultation with the INDOT-CRO, the CONSULTANT will establish an Area of Potential Effects (APE) for the project. All cultural resource studies rely on an explicit APE, which reflects the agreement by key parties as to what constitutes the physical footprint of the undertaking as well as the zone within which a suite of potential ancillary effects may be experienced. Thus, the APE for a given project has two components: 1) the direct APE or zone of ground-disturbance; and 2) the viewshed or indirect APE that is concerned with visual effects. The CONSULTANT will prepare a map showing the APE along with a written description of the APE.

- b. Archival Research. The CONSULTANT will perform records research at the IDNR-DHPA to identify if any previously identified cultural resources are located in the project vicinity. The records check will document previously recorded cultural resources relevant to the project area for review. The CONSULTANT will also access county and township records and other informed sources for supporting data. This data will be summarized in a letter report, outlining the results of the archival research and providing a scope for the Phase I archaeological and historic resources survey work projected for the undertaking. The letter report will be suitable for submittal to the IDNR-DHPA, to initiate Section 106 consultation for the Project.
 - c. Phase I Historic Resources Reconnaissance and Inventory. The first step in the architectural history review is establishing a viewshed, or indirect area of potential effect, surrounding the limits of the proposed project. Based on the nature of the project vicinity, recent coordination with INDOT on similar projects, and the INDOT Cultural Resources Manual, the CONSULTANT anticipates a viewshed for each of the Project locations which includes properties which surround each proposed project location.
 - i. A qualified architectural historian will conduct a preliminary survey of the indirect APE and identify all aboveground resources 50 years or older within the APE. The CONSULTANT will prepare an inventory for each of the 26 Project locations and identify which aboveground resource will require further documentation, based upon architectural significance and historic integrity. These data can then be utilized to revise Project plans as necessary. This scope does not include a formal Historic Property Report (HPR). The cost of conducting a Phase I Historic Property Investigation and preparing a formal HPR will be supplied following review of the inventory of aboveground resources identified during the preliminary investigation.
3. Public Involvement. No public involvement activities are expected since new right-of-way is expected to be <0.5 acre.

Deliverables – The following are the deliverables under this task:

- a. The Programmatic Categorical Exclusion (PCE) will be uploaded into ERMS by the CONSULTANT and will be submitted directly to the ERC and INDOT Seymour District.
- b. The Minor Projects Programmatic Agreement (MPPA) will be uploaded into ERMS by the CONSULTANT and will be submitted directly to the ERC and INDOT Environmental Services.

Task 4: Utility Coordination

The CONSULTANT will gather field data of existing public utilities within the construction limits at the 26 locations. The CONSULTANT will coordinate with all public utilities within the proposed construction limits following INDOT's new utility paradigm process.

- a. Data gathering of existing public utilities
- b. Notify all potential public utilities of the project
- c. Verify the location of all public utilities are shown accurately in the plans
- d. Perform conflict analysis to minimize utility relocations
- e. Hold a preliminary field check with all affected utilities
- f. Coordinate with all affected utilities to prepare utility workplans
- g. Coordinate utility workplans and review agreements for the City of Bloomington

It is assumed that six public utilities will require coordination.

Task 5: Design and Plan Development

The CONSULTANT will prepare design plans in accordance with the accepted standards for such work, and in accordance with the following documents in effect at the time the plans or reports are submitted: Proposed Accessibility Guidelines for pedestrian facilities in the Public Right of Way (PROWAG); American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets"; Indiana Department of Transportation's Standard Specifications; Manual on Uniform Traffic Control

Devices; Road, Bridge and Traffic memoranda and INDOT Design Manuals, except as modified by supplemental specifications and special provisions.

1. Concept Level Design. The CONSULTANT will prepare concept level design to be discussed with the City of Bloomington at each of the 26 locations. The information should include the following:
 - a. Conformance determination of existing ADA curb ramps
 - b. Cultural Resource inventory (Task 3-2)
 - c. For all new or replaced ramps, a drawing which illustrates the location and ramp type.
 - d. A drawing which illustrates the location of proposed crosswalks, pedestrian buttons, countdown timers and any anticipated right-of-way takings
 - e. A conceptual level project cost estimate to verify budget compliance with federal funding level
2. Stage 1 Plans. The CONSULTANT will prepare Stage 1 plans and preliminary estimates of cost in accordance with the Indiana Design Manual (IDM). The plans should include the following for all 26 intersection locations:
 - a. Plan view representing the curb ramp, landing and sidewalk illustrated on an aerial image
 - b. ADA Curb ramp details representing spot elevations, dimensions and slopes as per INDOT Design Memorandum No. 15-20.
 - c. Pavement marking details for new or restored crosswalks
 - d. Unique ADA Curb ramp designs for up to 41 ramps. All others are assumed to use an existing INDOT standard
 - e. Locations of up to 182 new countdown timers, 186 new push buttons, and up to 186 locations of new pedestals for push buttons
 - f. If necessary, the CONSULTANT will prepare proprietary materials justification for INDOT approval
3. Stage 3 (95%) Final Plans. Following approval of the preliminary plans and approval of the Environmental Document, the CONSULTANT will complete the final design and plans to fulfill the requirements for a Stage 3 submittal per the IDM.
4. Contract Documents (Final Tracings, 100%). The CONSULTANT will submit to INDOT final contract documents in accordance with the IDM and current INDOT standard operating procedures.
5. Construction Cost Estimates. The CONSULTANT will prepare cost estimates and unit prices for construction in accordance with current INDOT practices and will include items of work required for the complete construction of the work, including temporary work.
6. Quality Control. The CONSULTANT will follow its Quality Control and Quality Assurance Plan procedures to document all checking to be performed on this project to assure accurate and consistent design calculations. Quality Control is those efforts carried out by the project team aimed at countering errors or misjudgments and identifying opportunities to improve. Project Quality Control will be done on a continual basis throughout the design process for all portions of the design including the design drawings, calculations, specifications, cost estimate, etc. This check will be done by a registered Professional Engineer(s), other than the originator, who verifies the correctness and completeness of the information. In addition, a second quality control review is performed on all submittals through AECOM's Independent Technical Review of the project in which another project team's Quality Control checker is used to verify the quality and integrity of the product in an organized manner.
7. Affixation of Seal. The responsible registrant will affix his/her seal to plans, specifications and reports.

Deliverables – The following are the deliverables under this task:

- a. The CONSULTANT will submit Stage 1 Plans through electronic means to the City of Bloomington.
- b. The CONSULTANT will submit Stage 3 Plans through INDOT's ERMS for technical and constructability review with an electronic copy to the City of Bloomington.
- c. The CONSULTANT will submit final tracings and all other contract documents through ERMS as per current INDOT procedures.

- d. The CONSULTANT will submit all CAD files and other field assessment data to the City of Bloomington.

Task 6: Construction Phase Services

The CONSULTANT shall provide construction phase services including, but not limited to the following activities:

1. Post-Award Services. Following the award of the construction contract, the CONSULTANT shall attend the pre-construction meeting. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries will be made only by persons designated by INDOT to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT will not be required to respond to inquiries by persons other than INDOT's designated representative.
2. Construction Changes. If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans as requested by INDOT. Revised plans shall be submitted to INDOT for approval.

TASKS 7 AND 8 ARE REQUIRED IF NEW ADDITIONAL RIGHT-OF-WAY REQUIRED

Task 7: Environmental Document (NEPA) (If New Right-of-way is Required)

If the project requires right-of-way acquisition, then the following services would be necessary. The CONSULTANT will only perform these services upon execution of a contract amendment and a written notice to proceed from the LPA. Should the project necessitate a Level 1 CE due to the project requiring additional right-of-way, the following tasks would be necessary:

1. Categorical Exclusion (CE)/ Environmental Documentation: The CONSULTANT will prepare a CE Level 1 documentation which includes gathering and documenting information applicable to the non-continuous project locations and scope of the project and the resulting impacts to the natural and man-made environment as per the procedures outlined in INDOT's Categorical Exclusion Manual. The draft CE Document will be submitted to the INDOT Seymour District for review, approval, and signature. The signature would serve as the final approval of the document, as the project is not expected to exceed the guidelines for required public involvement of the INDOT Public Involvement Manual.
2. Cultural Resources. In addition to the services listed under Task 3-2, the following tasks are required if new right-of-way is required.
 - a. Phase I Archaeological Reconnaissance and Reporting. The APE for direct impact is limited to the areas of likely ground disturbance within the project area associated with project activities. Direct impacts in these areas may affect archaeological resources if present. For the purposes of this proposal AECOM will conduct reconnaissance fieldwork to identify archaeological resources that may be affected by the proposed project.
 - b. Visual Inspection. In areas that exceed 15 degrees slope, are inundated, or have been subject to modern earthmoving or other disturbance, AECOM will conduct a visual inspection by walking over the surface of the project area documenting local conditions. Investigators will inspect areas with exposed ground surface such as stream cut banks, rock outcrops, or other locales that may present archaeological resources.
 - c. Shovel Test Survey. In areas where average ground surface visibility is less than 30% a shovel test survey is required. This consists of excavating small test units on a 15-meter (50-foot) grid. AECOM will screen all soils from shovel test units through ¼-inch hardware mesh screen down to archaeologically sterile soil (typically the "B" horizon). AECOM assumes no more than 30 shovel tests will be necessary. No more than 30 shovel tests will be required for the archaeological field reconnaissance.

- d. Report of Archaeological Investigations. In Indiana, a Short Report Format is appropriate for Phase I archaeological surveys that do not identify any archaeological sites. If no sites are identified during the fieldwork survey we will write a Short Report for submittal to INDOT CRO for review. AECOM assumes 24 hours to complete a Short Report. If an archaeological site is identified during the Phase I reconnaissance, (requiring artifact analysis) a complete report of investigations will be prepared for review; this scope and cost estimate assumes that no archaeological resources will be identified.

Task 8: Right-of-way (ROW)

If the project requires right-of-way acquisition, then the following services would be necessary. The CONSULTANT will only perform these services upon execution of a contract amendment and a written notice to proceed from the LPA.

The CONSULTANT will provide ROW engineering, ROW plan development, ROW title and encumbrance (T&E) reports, Appraisal Problem Analysis (APA), ROW Appraising and ROW Appraisal Review services necessary in order to meet the constraints of the Project schedule. It is anticipated that up to 15 parcels may be impacted and require ROW. The work will include, but is not limited to the following activities:

1. Standards. The CONSULTANT shall complete work so that it is sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated January 4, 2005 and attachments and amendments thereto. Said Title 49 CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto.
2. ROW Engineering. ROW engineering work will include, but is not limited to the following activities:
 - a. Management and coordination of the preparation of Title and Encumbrance Reports and title searches performed for properties requiring land acquisition.
 - b. Additional title work on properties with mineral rights.
 - c. Preparation of legal descriptions for each acquisition. The legal descriptions will be prepared and certified by a registered land surveyor in State of Indiana.
 - d. Preparation of a ROW parcel plat for each parcel. Each ROW parcel plat will be a scaled drawing showing the boundaries of the parcel, existing and proposed ROW, and will include the following: Names of property owners, Instruments by which title was acquired, Stations/Offsets and coordinates of proposed ROW and Property owner's dimensioned tract.
 - e. Preparation of a L-10 Parcel Listing Form, Area Computation Form and memo documents that contain the following: Total area of the parcel prior to the acquisition, area of the existing ROW included in the total area, area of the fee simple acquisition, area of the existing ROW within the fee simple acquisition including the area under existing pavement and the area outside of existing pavement and area of each residue.
 - f. Preparation of a report detailing the status of the existing ROW within Project limits and the determination of the need for reacquiring existing ROW.
 - g. Preparation of conveyance instruments for fee simple acquisitions, permanent easements, and temporary ROW.
 - h. Preparation of separate envelopes for each parcel containing the items specified in this section to be utilized by appraisers, negotiators and attorneys to acquire the real estate.
 - i. Management and coordination of the preparation of Title and Encumbrance Report Updates when necessary for acquisition.
3. Appraisal Services. The CONSULTANT shall perform the following appraising services activities:
 - a. Perform Appraisal Problem Analysis (APA) using "Appraisal Packet" Right-of-way Engineering and watermarked as such.
 - b. Complete real estate appraisals and prepare appraisal reports in accordance with "The INDOT Appraisal Manual" for each parcel on the Project.

- c. Furnish INDOT comparable properties used in the report, attached to each report and an electronic file (Compact Disc media) of the comparable properties consisting of sufficient sales data in the vicinity of the Project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by a photograph and shall be located on a map attached to each report.
 - d. Furnish appraisals in an original plus four copies, an electronic file (Compact Disc media) and one copy on green paper for disbursement to the parcel owner of parcels that require relocation and an original plus three copies, an electronic file (Compact Disc media) and one copy on green paper for disbursement to the parcel owner of parcels that do not require relocation.
4. Appraisal Review Services. The CONSULTANT shall perform the following appraisal review services activities:
- a. Complete final APA's, upon receipt of "Acquisition Packet" Right-of-way Engineering.
 - b. Perform Review Appraisals only after the "Acquisition Packet" has been provided to the initial Appraiser.
 - c. Inspect parcels that an appraisal has been completed for and a review is being performed. The inspection shall consist of an off-site inspection of the property for parcels not requiring relocation and an on-site inspection, including the interior of any buildings being acquired, with the owner for parcels that require relocation.
 - d. Complete a Review Appraisal Report that conforms to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" and conferences with INDOT.
 - e. Furnish INDOT any additional comparables used in the review report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the Project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on a map attached to each report.
 - f. Furnish reviews in an original plus four copies, an electronic file (Compact Disc media) and one copy on green paper for disbursement to the parcel owner of parcels that require relocation or an original plus three copies and one copy on green paper for disbursement to the parcel owner that do not require relocation.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA will furnish the CONSULTANT with the following:

(TO BE DETERMINED-MAY INCLUDE THE FOLLOWING)

1. All available reports, studies or correspondence for the locations within the project area that are pertinent to this project, including but not limited to environmental studies, traffic studies, etc.
2. Available data from the transportation planning process
3. Available GIS data
4. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
5. Buying of additional right-of-way

APPENDIX "C"

SCHEDULE:

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

All work by the CONSULTANT under this Contract will be completed and submitted into ERMS on or before November 27, 2017 for a scheduled Letting no later than a March 7, 2018.



City of Bloomington On-Call Engineering Services (REVISED)

PROJECT NO.: TBD

DES. NO.: 1600426

DESCRIPTION: HSIP Pedestrian Safety and Accessibility at Signalized Intersections

DESCRIPTION	PERSONHOURS BY CLASSIFICATION									HOURS	DOLLARS	
	Project Director	Senior Project Mgr	Principal Engineer	Project Engineer	Senior Engineer	Engineer Sr. Tech. Scientist	Graduate Engineer	Technician	Project Admin			
1. Project Management/Meetings												
Project Status Reports			12							18	30	\$1,207.92
Quarterly Project Status Meetings			6								6	\$380.58
Project Delivery Controls (Schedule / Budget)			8							24	32	\$1,103.12
Quality Assurance	2		4							4	10	\$458.46
2. Field Investigation												
Existing Curb Ramp Data Collection						32			32		64	\$1,890.56
Site Visit		8	8		8						24	\$1,317.84
3. NEPA												
Programmatic Categorical Exclusion (PCE)						74					74	\$2,524.14
Section 106 Consultation and Archival Research						30					30	\$1,023.30
Minor Projects Programmatic Agreement (MPPA)						48					48	\$1,637.28
INDOT Review Comments & Final Approval						4			2	6	6	\$186.08
4. Utility Coordination												
Data Collection of Existing Utility Locations						16			16		32	\$945.28
Project Notice		2								4	6	\$226.14
Verification of Existing Utilities					2	2				4	8	\$253.94
Conflict Analysis			2		2	4				2	10	\$388.68
Preliminary Field Check		6			6					2	14	\$689.54
Workplan Review		1	1			8		4		4	18	\$593.55
Agreement Preparation		1			4					4	9	\$335.59
Utility Certification		4								4	4	\$253.72
5. Design & Plan Development												
Concept Level Design												
•Conformity Analysis of Existing ADA Ramps						8			8		16	\$472.64
•Preliminary Crosswalk/Ped Button Design					2	8		16			26	\$758.84
•Preliminary ADA Curb Ramp Design			2			32		24			58	\$1,806.96
•Preliminary Cost Estimate			2			4		2			8	\$302.54
•Right-of-way Records Research						8					8	\$272.88
•Project Delivery Risk Assessment		4	2								6	\$369.88
•Quality Control		2	4								6	\$359.18
•Field Meeting		6			6	6				2	20	\$694.20
Stage 1 Design												
•Curb Ramp Design (PROWAG)			4			40			80		124	\$3,594.32
•Crosswalk / Pedestrian Signal Design					8				8		16	\$545.52
•Plan Preparation						16			16		32	\$945.28
•Project Cost Estimate						8					8	\$272.88
•Proprietary Materials Request		2			2						4	\$213.30
•Quality Control		2	8								10	\$591.50
Stage 3 Design												
•Prepare Final Plans					8	8			24		40	\$1,217.92
•Prepare Final Quantities						8			16		24	\$672.40
•Prepare Special Provisions					16						16	\$691.52
•Prepare Cost Estimate						16					16	\$545.76
•Quality Control		2	8								10	\$591.50
Tracings												
•Revise Plans / Special Provisions			8		8	8			16		40	\$1,482.80
•Contract Documents Checklist		2	4			8					14	\$704.94
•Quality Control		2	4		4						10	\$532.06
TOTAL - HOURS:	2	70	61		84	388		262	70		937	
SALARY PER HOUR	\$63.43	\$63.43	\$58.08	\$51.05	\$43.22	\$34.11	\$25.31	\$24.97	\$24.82			
DIRECT SALARY COSTS:	\$126.86	\$4,440.10	\$3,542.88		\$3,630.48	\$13,234.68		\$6,542.14	\$1,737.40			\$33,254.54
OVERHEAD COSTS:		139.140%										\$46,270.37
TOTAL DIRECT COSTS:												\$79,530.00
DIRECT EXPENSES												
Fees												\$300.00
Mileage	8	Trips x	100	Mi./Trip x	\$0.360							\$288.00
Per Diem for Existing Curb Ramp Data Collection	1	Persons x	6	Days x	\$26.00							\$156.00
Lodging for Existing Curb Ramp Data Collection	6	Nights x	\$99.68	/ Night								\$598.08
DIRECT EXPENSES:												\$1,342.08
TOTAL DIRECT COSTS (Direct Cost + Expenses):												\$80,872.08
PROFIT (Direct Costs):		11.1%										\$9,000.00
6. Construction Phase Services (Hourly, Not to Exceed)												
BASE PROJECT FEE:												\$94,900.00
TASKS 7 AND 8 - REQUIRED IF NEW RIGHT-OF-WAY IS NEEDED												
7. NEPA - CE 1 (Hourly, Not to Exceed)												
Categorical Exclusion (CE 1)												
Phase 1 Archeology (15 Parcels)												
TOTAL - HOURS:												
SUBTOTAL - TASK 7 (2.71 MULTIPLIER)												
8. RIGHT-OF-WAY - UNIT PRICE (Assumes 15 Parcels)												
Title and Encumbrance Reports		Parcels x	\$ 230.00	Unit Price								
R/W Engineering / RW Plans		Parcels x	\$ 2,400.00	Unit Price								
Appraisal Problem Analysis (APA)		Parcels x	\$ 200.00	Unit Price								
Appraisals (Assume Short Form)		Parcels x	\$ 1,500.00	Unit Price								
Appraisal Review		Parcels x	\$ 645.00	Unit Price								
SUBTOTAL TASK 8 - UNIT PRICE FEE:												
TOTAL FEE:												\$94,900.00



Board of Public Works Staff Report

Project/Event: Morningside Drive Sidewalk Project Consultant Contract Approval

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 04/19/2016

Report: This project was prioritized by the Common Council Sidewalk Committee and will install a sidewalk on the north side of Morningside Drive from Sheffield Drive to Park Ridge Road. The project is scheduled to complete design, right of way acquisition, and construction in 2016.

In 2015, the Planning and Transportation Department issued a request for qualifications (RFQ) to establish a prequalified list of consultants for projects involving the planning, design, and operation of transportation infrastructure. From that list, Bynum Fanyo and Associates was chosen to design this particular project due to their expertise and local experience with this type of project.

The contract before the Board this evening will retain Bynum Fanyo and Associates as the City's consultant for preliminary engineering services for this project. The total compensation for these services is set at a not-to-exceed amount of \$15,860.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Morningside Drive Sidewalk Project Consultant Contract.

Recommend **Approval** **Denial** by Neil Kopper

PROJECT NAME: Morningside Drive Sidewalk Design

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2016, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Bynum Fanyo & Associates, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide sidewalks on the north side of Morningside Drive from Sheffield Drive to Park Ridge Road.

WHEREAS, the Board requires the services of a professional engineering consultant in order to **perform tasks including the preparation of a topographic survey including utilities, coordination with various stakeholders including utilities and adjacent property owners, the preparation of plans, specifications and cost estimates, and the completion of right of entry documents**, which shall be hereinafter referred to as "the Services", and;

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. 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 Planning and Transportation Department 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. The City Transportation and Traffic Engineer shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City Transportation and Traffic Engineer shall not unreasonably withhold its 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 Neil Kopper, Project Engineer, Department of Planning and Transportation ("Kopper"), to serve as the Board's representative for the project. Kopper 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 **Fifteen Thousand Eight Hundred Sixty Dollars (\$15,860.00)**. This sum includes 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 forty-five (45) 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 perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the 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 there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

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

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by 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 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

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

Article 13. 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 14. 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 15. 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 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision

to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the 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 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

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

Article 21. Non-Discrimination: 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 22. 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 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Planning and Transportation Dept.
Attn: Neil Kopper
401 N. Morton Street, Suite 130
Bloomington, IN 47404

Consultant:

Bynum Fanyo & Associates Inc.
528 N. Walnut Street
Bloomington, Indiana 47404

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

Article 24. 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 25. 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 26. Verification of New Employee' Employment 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 as Exhibit E, 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 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

Consultant shall require any subconsultants performing work under this Agreement 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 this Agreement with the Commission.

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

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this

offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

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

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

Bynum Fanyo & Associates, Inc.

By:

Kyla Cox Deckard
President

Jeffrey S. Fanyo, P.E. CFM

By:

John Hamilton,
Mayor

CITY OF BLOOMINGTON Legal Department Reviewed By: <i>Jackie Moore</i> DATE: <i>4.8.16</i>

CITY OF BLOOMINGTON Controller Reviewed by: <i>Jeffrey Fanyo</i> DATE: <i>4/14/16</i> FUND/ACCT: <i>434 431</i>
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EXHIBIT A
SCOPE OF ENGINEERING SERVICES

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of Bynum Fanyo and Associates, Inc., to complete the design of improvements to construct a sidewalk along the north side of Morningside Drive from Sheffield Drive to the Park Ridge Road. This project is to be prepared on behalf of the City of Bloomington through its Board of Public Works.

The project includes services for design, construction plans and specifications in accordance with Indiana Department of Transportation (INDOT) specifications and the Proposed Accessibility Guidelines for Pedestrian Facilities in Public Right of Way ("PROWAG"), the City's adopted accessibility guidelines. The estimated Engineering Fee and Schedule of Services are provided in Exhibits B and C, respectively. Key Personnel of Consultant are identified in Exhibit D. Tasks to be performed by Consultant are identified by bullets (◆), the responsibilities of Board are designated by statements beginning with "Board".

SCOPE OF SERVICES

The work elements are grouped into the following categories:

- Preliminary Engineering Tasks
- Design Tasks
- Right of Way Engineering
- Bidding Support Tasks
- Construction Phase Services
- Project Management Tasks

PRELIMINARY ENGINEERING TASKS

Survey, R/W and Property Research

- ◆ Collect relevant property information including plat mapping and last deeds of record.
- ◆ Prepare a topographical survey of the project including existing utilities.
- ◆ Identify apparent existing right-of-way on the topographic mapping.
- ◆ Depict existing (apparent) right-of-way on the project plans.
- ◆ Monument right-of-way acquisitions upon project completion.

Site Reconnaissance

- ◆ Conduct site walkthrough of project area. Review the topographic survey information.
- ◆ Obtain a photographic record to assist in the design and to minimize short trips to the site.
- ◆ Inventory signs and other miscellaneous features that will be impacted by the project.

City Coordination

- ◆ Contact CBU for information about planned improvements to water, sanitary or storm sewers in

the area. Request information on any known drainage, sewer, or water problems.

- ◆ Contact City ITS for information on desired fiber optic work or existing fiber optic facilities in project area.

Board: As a reference, provide GIS mapping of the project area as available. Include edges of pavement, contours, elevations, property, parcel and right-of-way lines, property owners, city-owned utilities, sidewalks, addresses, facility names, building outlines, and aerial photography.

Utility Coordination

- ◆ In an early coordination letter to utilities, request utility information including mapping available along with notification of any expected utility upgrade work they are planning.
- ◆ Make recommendation of where Subsurface Utility Engineering (SUE) should be performed to verify true depths and locations of utilities, if necessary. *This proposal does not include the conduct of any SUE work because its need has not been identified at this time.*
- ◆ Minimize the impacts to utilities while still meeting City's design goals. Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- ◆ Send Utilities a copy of the Preliminary Plans (50%), and invite utilities to a Field Check & Utility Coordination Meeting if necessary. Ask them to verify their facilities are accurately shown. Consider input at the Field Check in the development of the plans.
- ◆ Review Utilities' relocation plans for consistency with road plans. Submit relocation plans to City with recommendation. Add relocation plans to the Road Plans if received in time.

Obtain / Review As-Built Records and Miscellaneous Data

- ◆ Review as-built and other past-project documentation that is made available by Board. Copy documents useful to the project and return originals to Board.

DESIGN TASKS

Plans

- ◆ Prepare Construction Plans - Typical plan set to include:
 - Title Sheet – Owner, Project Title, Location Map, Sheet Index
 - General Notes and Utility Information
 - Typical Pavement Details and Sections
 - Details for proposed sidewalk and drives
 - Cross Sections as needed at drives
 - Miscellaneous items and pavement quantities
 - Pavement marking details
- ◆ Prepare Plans at an accepted scale to facilitate filing and handling of plans.

Right of Way Engineering

- ◆ Design right of entry parcels
- ◆ Prepare legal descriptions and documentation for right of entry acquisitions as necessary

Milestone Submittals

- ◆ Prepare draft plans in .pdf format for submittal to City;
- ◆ Submit plans for Board and Utilities' review at the Preliminary (50%) Plan stage;
- ◆ Submit Plans and Specifications for review and comment at the Draft Final (95%) stage;

- ◆ Obtain review comments, revise drawings, and publish stamped plans and specifications;
- ◆ Complete bid document package;
- ◆ Submit final CAD files to the City.

Title and General Information Sheets

- ◆ Prepare a Title Sheet and General Information Sheet(s) with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

Typical Cross Section and Construction Details

- ◆ Prepare typical construction details to describe the sidewalk and grading features.

Maintenance of Traffic Coordination and Design

- ◆ Through coordination with City representatives, determine maintenance of traffic scheme for the project in accordance with the Indiana Manual for Uniform Traffic Control Devices and provide details or notes in plans.

Plan and Profile Sheets

- ◆ Prepare Plan and Profile sheets.

Cross Sections

- ◆ Provide Cross Sections as needed to meet requirements.

Specifications / Special Provisions

- ◆ Refer to INDOT Standard Specifications (current version) for Materials, Construction Requirements, and Basis for Payment. Write unique Special Provisions for items not covered by City standards or INDOT specifications as needed.

Public/ Stakeholder Meetings

- ◆ Attend public meetings as required.

Owner Coordination Meetings

- ◆ Attend a plan review / coordination meeting for project area with Board at Preliminary Design (50%), and Draft Final Plans (95%). The meeting for the 50% plans would include a team walkthrough (field check) if desired by client or appropriate due to design issues.
- ◆ Attend up to 2 additional coordination meetings with Planning and Transportation Department or other City staff during the project.

BIDDING SUPPORT TASKS

- ◆ Prepare cost estimate for use in Bid evaluation;
- ◆ Prepare plans on reproducible stock and on compact disk in PDF format for Board's use in preparing additional bid sets. Submit electronic file in MS WORD containing a complete set of project technical specifications.

- ◆ Respond to questions from bidders if requested by Board. Prepare items for addenda, if needed.

CONSTRUCTION PHASE TASKS

- ◆ Assist in the resolution of field issues and interpretations of the Plans and Specifications as requested by Board. Provide at least an initial response to questions within one day.

PROJECT MANAGEMENT TASKS

- ◆ Establish phased budget to monitor project performance.
- ◆ Manage sub-consultants if required. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process Subconsultant invoices and other data.
- ◆ Prepare Invoices to Board to include supporting documentation and cost records if requested. Prepare Progress Reports in format acceptable to Board.

ASSUMPTIONS:

Environmental Hazards

Per previous visits, no known environmental hazard or sensitive areas are expected to exist on the project sites. If field investigations reveal or develop a suspicion of such a condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work, if required, has not been included.

Land Rights / Rights of Entry

It is assumed that the study area will be accessible to Bynum Fanyo given a reasonable effort to notify property owners of the nature and timing of the work.

Right of Way Acquisition

Per guidance by the Board's representatives, it is understood that right of way will not be required for this project and those services are not specifically mentioned in the Scope of Services.

**EXHIBIT B
COMPENSATION**

This project is to be conducted on an Hourly basis with an agreed Maximum Cost of **\$15,860.00**. In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

P.E. / Project Manager	\$150.00/hour
Senior Project Engineer	\$120.00/hour
Project Engineer	\$ 90.00/hour
CADD Technician	\$ 65.00/hour
Direct Expenses	At Cost
Subconsultants	Cost+5%

For the purpose of budgeting and progress tracking, the project will be invoiced based on percent complete of the following primary tasks:

Survey & Document Preparation	\$ 6,200.00
Design & Plan Preparation	\$ 7,800.00
Bidding and Construction Support	\$ 1,860.00

**EXHIBIT C
ESTIMATED PROJECT SCHEDULE**

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	May 24, 2016	
Preliminary plans for review	June 17, 2016	
Preliminary (50% Design) Plans	June 24, 2016	
Field Check and Utility Coordination Meeting	July 01, 2016	
Preliminary Stakeholder Meetings Complete	July 08, 2016	
Draft Final (95% Design) Plans and Specifications and Preliminary Cost Estimate	July 22, 2016	
Stakeholders / Public Meeting Complete	July 29, 2016	
Final Plans (100% Design) – Ready for Bidding	August 12, 2016	
Bid Advertising/Bid Opening/Construction	September 9, 2016	Scheduled by City
Construction	Oct – Nov 2016	

**EXHIBIT D
KEY PERSONNEL**

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

<u>Position / Responsibility</u>	<u>Name</u>
Civil Engineer/Project Manager	Jeffrey S. Fanyo, P.E. CFM
Senior Project Engineer	Rick Coppock

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20_____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____



Board of Public Works Staff Report

Project/Event: Monroe County History Center Antique Car Show

Petitioner/Representative: Monroe County History Center (MCHC)

Staff Representative: Rick Alexander

Event Date: Sunday October 2, 2016

Meeting Date: April 19, 2016

The Monroe County History Center is requesting the closure of Municipal Lot #5 from 8:00 a.m. to 6:00 p.m. on Sunday, October 2, 2016 for their annual Antique Car Show.

There will be automobile and history-related programming (crafts, demonstrations, etc.) on the History Center grounds as well as live music and food trucks. The event and the History Center will be free for the public to attend.

The MCHC has consulted with and has received support from the Monroe County Public Library and First Presbyterian Church to close the parking lot for the duration of the event.

A noise permit is also requested as part of this event.

Staff recommends approval.

**BOARDS OF PUBLIC WORKS
RESOLUTION 2016-23**

MONROE COUNTY HISTORY CENTER CAR SHOW

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 Monroe County History Center is sponsoring a Car Show on Sunday, October 2, 2016, and

WHEREAS, the Monroe County History Center has requested that the Board of Public Works allow them to close Municipal Parking Lot #5, as well as the adjoining east/west alley, to display classic cars and to host various car show-related activities for the general public; and

WHEREAS, the Monroe County History Center has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The Board of Public Works herein declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works agrees that all or a portion of the following City alley and municipal parking lot may be utilized: Municipal Parking Lot #5 as well as the adjoining east/west City alley.
3. The closures outlined above are for the purposes of allowing Monroe County History Center to provide an event of high quality that is mutually beneficial to participants and the community on Sunday, October 2, 2016.
4. Monroe County History Center shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Monroe County History Center agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Monroe County History Center agrees to close the parking lot and alley not before 8:00 a.m. on Sunday, October 2, 2016 and to remove barricades and signage by 6:00 p.m. on Sunday, October 2, 2016.
5. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 6:00 p.m. on Sunday, October 2, 2016.

6. 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. Monroe County History Center shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
8. In consideration for the use of the City's property and to the fullest extent permitted by law, Monroe County History Center, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
9. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS ____ DAY OF _____, 2016.

BOARD OF PUBLIC WORKS:

MONROE COUNTY HISTORY CENTER

Kyla Cox Deckard

Signature

Kelly Boatman

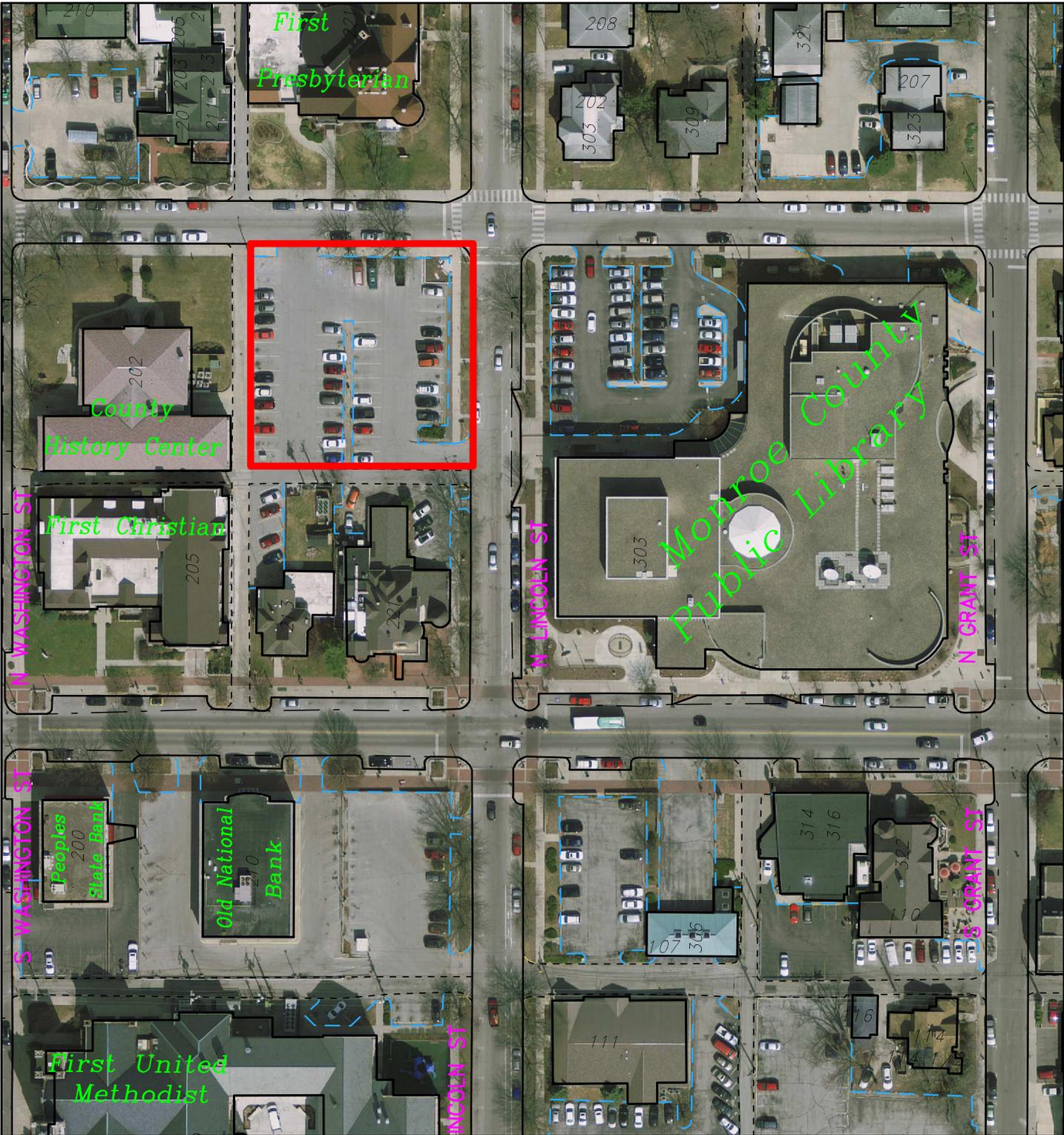
Printed Name

Melanie Castillo-Cullather

Position

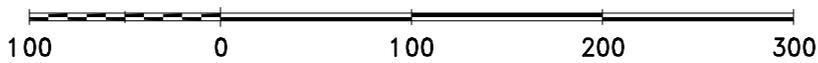
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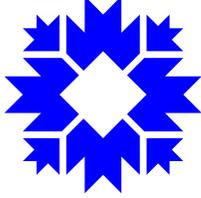


Monroe County History Center Antique Car Show
 Municipal Lot 5

By: smithc
 10 Mar 16



City of Bloomington
 Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Request to install sculpture in Arden Place right of way

Staff Representative: Rick Alexander

Petitioner/Representative: Arden Place Neighborhood Association

Date: April 19, 2016

Report: The Arden Place neighborhood has applied for a Neighborhood Improvement Grant from the Housing and Neighborhood Department. Their request is to install a sculpture created from 3 slabs of limestone which would depict a figure holding a basket of foliage and flowers standing in a garden. The installation would be at the intersection of Windsor and Wilton.

Recommendation and Supporting Justification: A resolution has been prepared to allow the art installation in the public right of way. The piece would be less than 5 feet tall and have a foot print of 28" in diameter and would be in a location that does not interfere with vehicular line of sight. An excavation permit would also be required at the time of construction. The request is based upon awarding the neighborhood an improvement grant from HAND.

Recommend **Approval** **Denial** by Rick Alexander

**BOARD OF PUBLIC WORKS
RESOLUTION 2016-33**

Encroachment with Limestone Sculpture in Arden Place Addition

WHEREAS, the Arden Place Neighborhood Association, (hereafter “Association”) wishes to improve their neighborhood with an art installation; and

WHEREAS, the City of Bloomington Board of Public Works (“City”) has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including airways over sidewalks; and

WHEREAS, city staff has determined that there is adequate space at this location without affecting traffic sight lines; and

WHEREAS, the Housing and Neighborhood Department awards grant funds for neighborhood improvements; and

WHEREAS, city staff will assist the Association with the specific location; and

WHEREAS, the Association has requested that it be allowed to install the encroachment over and upon the public right of way at the northeast corner of South Wilton Drive and East Windsor Drive;

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against Owner for the installation of the sculpture and landscaping over and upon the public right of way, subject to the following conditions:

1. The Association shall be allowed to install one (1) limestone sculpture adjacent to property located at 1809 East Windsor Drive.
2. The sculpture shall not exceed five (5) feet in height and shall not be larger in diameter than three (3) feet.
3. The Association shall be responsible for timely performance of all maintenance and shall bear all expense regarding such maintenance. All materials and labor necessary for the maintenance of the encroachment are the sole responsibility of the Association.

4. The Association agrees to keep the described encroachment in a safe and good condition.
5. This Resolution is not intended to relieve the Association of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
6. The Association agrees that the only encroachment that may be installed in the right of way is described herein. In the event the Association wishes to install any further encroachment, the Association must first obtain additional approval from the Board of Public Works.
7. The terms of this Resolution shall be in effect upon execution of this document by the Association and acknowledgment by the Association that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
8. Association understands and agrees that if the City or public utility needs to work in said area for any reason, and the encroachment needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Association, and the City shall not be responsible for any damage which may occur to them by City's workers or contractors, or by those of a public utility. Association shall not be compensated for any expense which it may incur.
9. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Association shall remove any materials or other installations, included within the encroachment upon notification by the City, without compensation by the City.
10. In consideration for the use of the City's property and to the fullest extent permitted by law, the Association does hereby agree to release, hold harmless and indemnify the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of the Association'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 Association, its employees or agents, or any third party, whether or not sounding in tort or contracts.
11. _____, as a member of the Arden Place Neighborhood Association, agrees by signing that he/she has full power by proper action to enter into this agreement and has authority to do so.

Signed this _____ day of _____, 2016.

Board of Public Works

Arden Place Neighborhood Association

Kyla Cox Deckard

Signature

Kelly Boatman

Printed Name

Melanie Castillo-Cullather

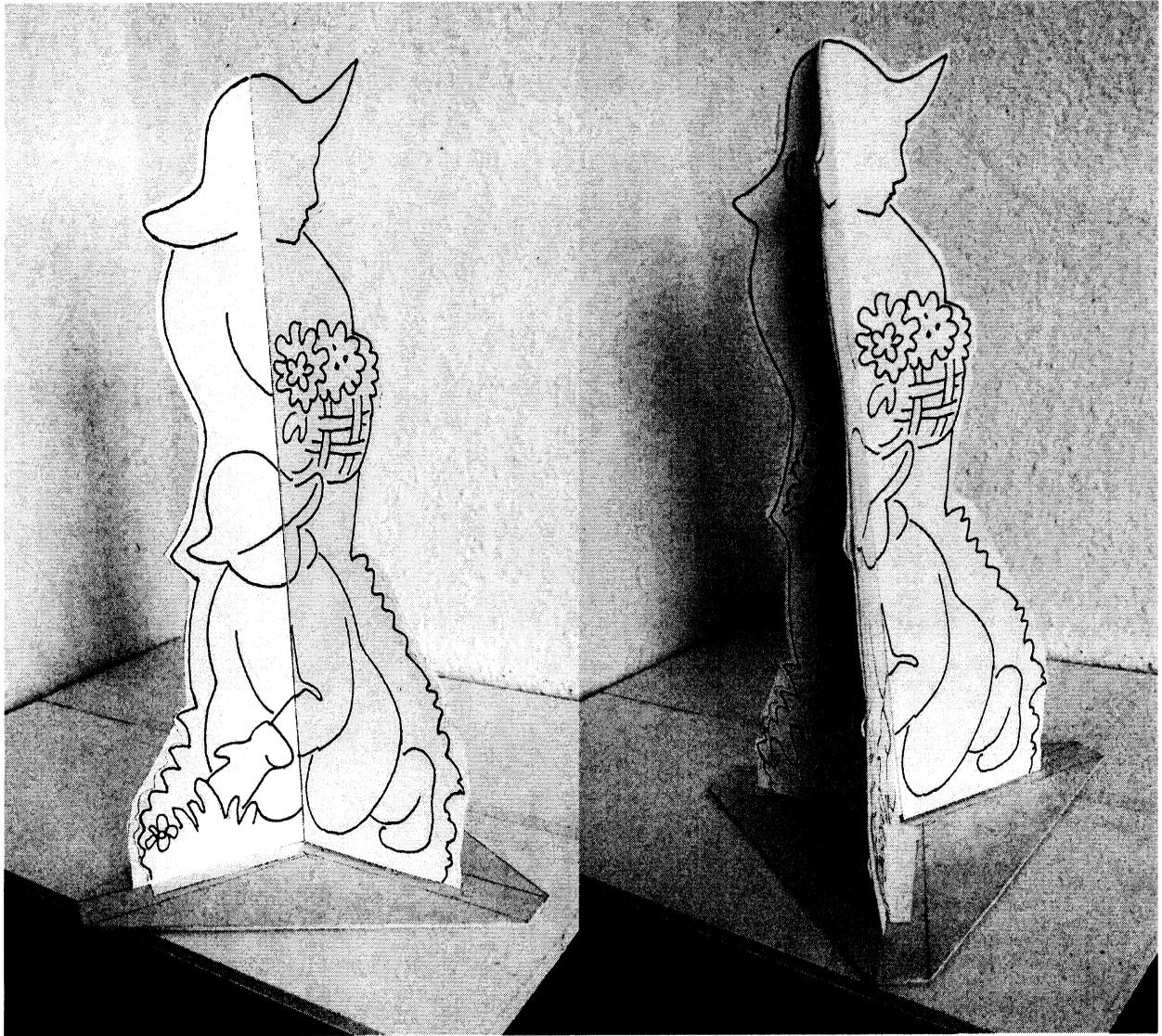
Date

Arden Place Constant Gardener Silhouette Concept
Feb. 22, 2016

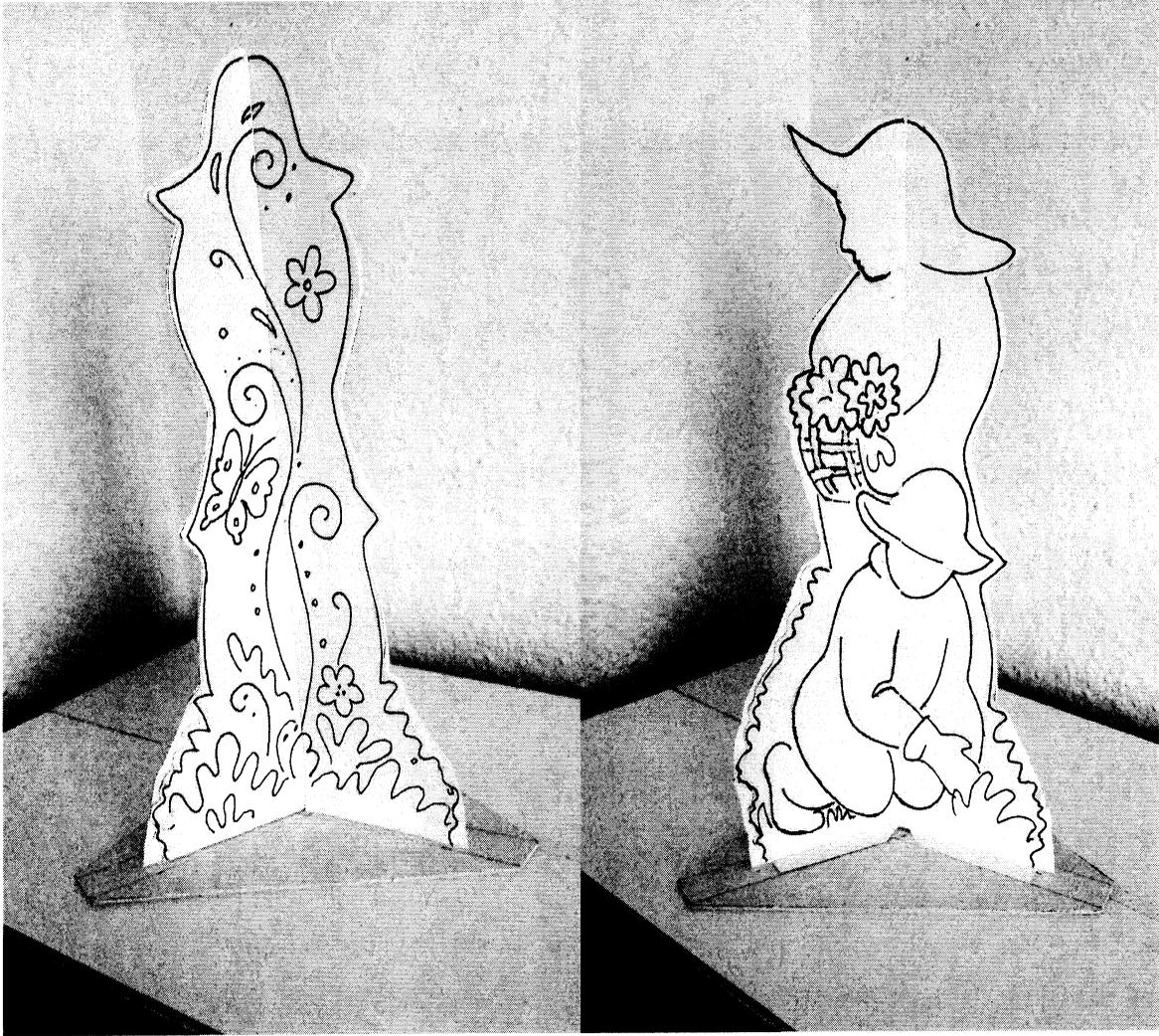
Our concept for this piece uses three slabs cut to represent the silhouette of a figure holding a basket full of foliage and flowers standing in the garden. Three 54 inch X 3 inch thick slabs will be used for this. We will also provide a 3-4 inch thick triangular base, 28 inches in diameter, used to anchor the sculpture to the concrete footing. The black lines of the drawing represent incised lines cut onto six sides of the stone, which will represent the standing figure wearing a hat, a kneeling figure who is reaching into the foliage, and the back side of the silhouette which will be decorated with simple design elements. This includes swirls, foliage, a butterfly, flowers, etc.

The design is simple, and the incised lines will be simple, but will enhance the silhouette, and draw the viewer into the piece from all directions. The height of the finished sculpture will be under 5 feet tall (4.5' + 3-4"base), with a foot print of 28 inches in diameter.

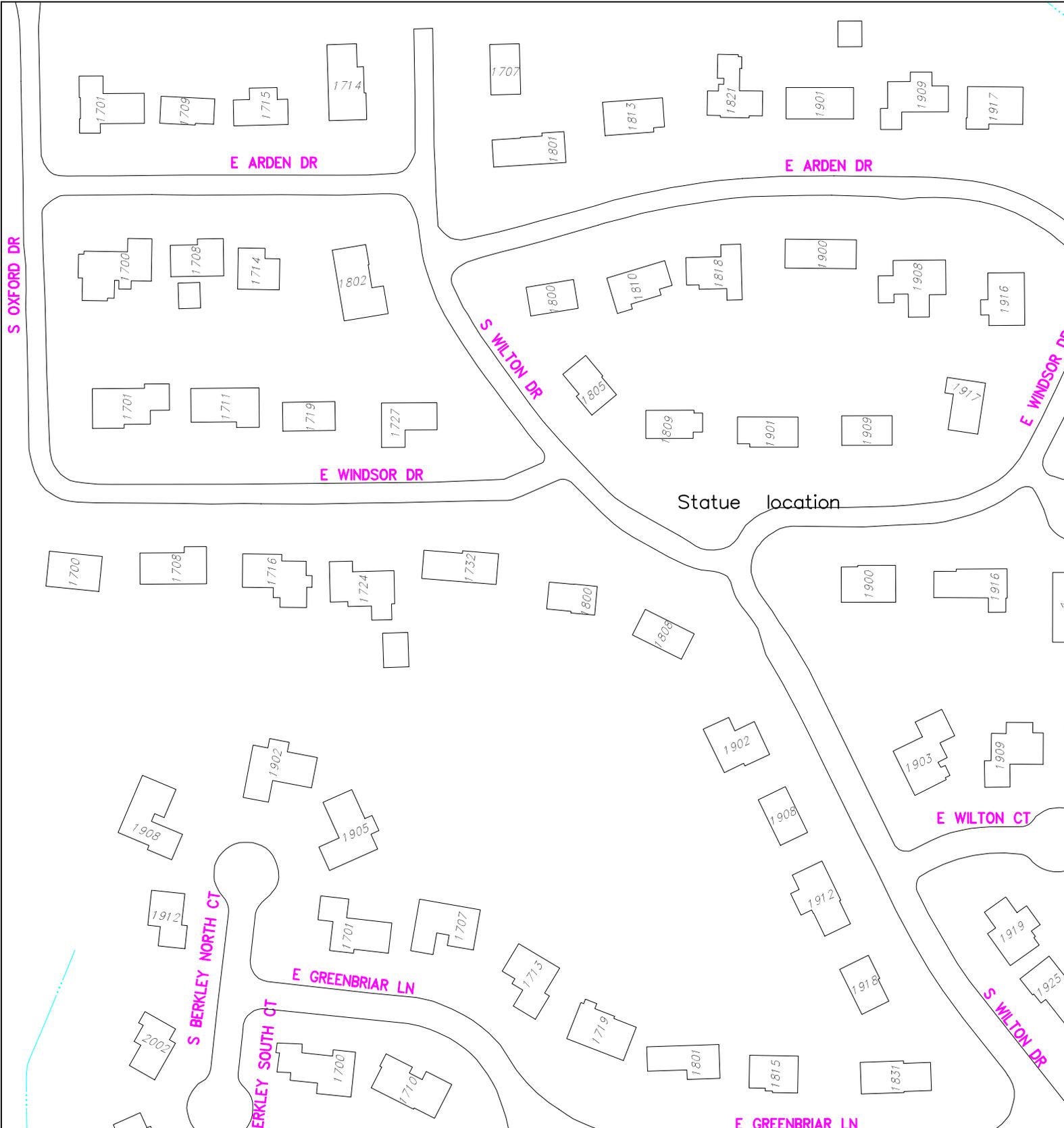
Sharon Fullingim and Amy Brier, Sculptors



Silhouette views 1 and 2



Silhouette views 3 and 4



E ARDEN DR

E ARDEN DR

S OXFORD DR

S WILTON DR

E WINDSOR DR

E WINDSOR DR

Statue location

E WILTON CT

E GREENBRIAR LN

S BERKLEY NORTH CT

BERKLEY SOUTH CT

E GREENBRIAR LN

S WILTON DR

1701

1709

1715

1714

1707

1813

1827

1901

1909

1917

1801

1700

1708

1714

1802

1800

1810

1818

1900

1908

1916

1701

1711

1719

1727

1805

1809

1901

1909

1917

1700

1708

1716

1724

1732

1800

1808

1900

1916

1908

1902

1905

1707

1902

1908

1903

1909

1912

1701

1707

1713

1912

1918

1919

2002

1700

1710

1719

1801

1815

1837

1925



Board of Public Works Staff Report

Project/Event: Request to Install Neighborhood Sign at Gentry Estates

Staff Representative: Rick Alexander

Petitioner/Representative: Cortland Carrington

Date: April 19, 2016

Report: The Gentry Estates neighborhood is on the southeast side of town with its easternmost border on South State Road 446. They have applied for a Neighborhood Improvement Grant from the Housing and Neighborhood Department which would pay for the installation of a sign in the right of way on East Gentry Boulevard.

Recommendation and Supporting Justification: The neighborhood has requested that they be allowed to install the sign in the grassy median in the public right of way of East Gentry Blvd. The sign and base would be 10' long and just under 4' high. An encroachment resolution has been prepared for approval. They would also have to obtain an excavation permit and a sign permit if the Board approves their request. The sign would be situated in the median away from the intersection's line of sight.

Recommend **Approval** **Denial** by _Rick Alexander

**BOARD OF PUBLIC WORKS
RESOLUTION 2016-34**

Encroachment with Sign at Gentry Estates

WHEREAS, the Gentry Estates Neighborhood Association, (hereafter “Association”) wishes to improve the entryways to their neighborhood with signs and ground cover landscaping; and

WHEREAS, the City of Bloomington (“City”) has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including airways over sidewalks; and

WHEREAS, the Association wishes to install one (1) additional sign at a Gentry Estates Neighborhood entrance; and

WHEREAS, city staff has determined that there is adequate space at this location without affecting traffic sight lines; and

WHEREAS, city staff will assist the Association with the specific sign location; and

WHEREAS, the Association has requested that it be allowed to install the encroachment over and upon the public right of way in the grass median of East Gentry Estates, west of State Road 446 right of way and directly south of 1017 South Carleton Court; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against Owner for the installation of the sign over and upon the public right of way, subject to the following conditions:

1. The Association shall be allowed to install one (1) sign as depicted in Exhibit A in the right of way adjacent to property located at 1017 South Carleton Court. Exhibits A is attached hereto and incorporated herein.
2. The Association shall be responsible for timely performance of all maintenance of the sign and shall bear all expense regarding such maintenance. All materials and labor necessary for the maintenance of the encroachment are the sole responsibility of the Association.
3. The Association agrees to keep the described encroachment in a safe and good condition.

4. This Resolution is not intended to relieve the Association of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. The Association agrees that the only encroachment that may be installed in the right of way is described herein. In the event the Association wishes to install any further encroachment, the Association must first obtain additional approval from the Board of Public Works.
6. The terms of this Resolution shall be in effect upon execution of this document by the Association and acknowledgment by the Association that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
7. Association understands and agrees that if the City or public utility needs to work in said area for any reason, and the encroachment needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Association and the City shall not be responsible for any damage which may occur to them by City's workers or contractors, or by those of a public utility. Association shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Association shall remove any materials or other installations, included within the encroachment upon notification by the City, without compensation by the City.
9. In consideration for the use of the City's property and to the fullest extent permitted by law, the Association does hereby agree to release, hold harmless and indemnify the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of the Association'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 Association, its employees or agents, or any third party, whether or not sounding in tort or contracts.
10. _____, as a member of the Gentry Neighborhood Association, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

Signed this _____ day of _____, 2016.

Board of Public Works

Gentry Neighborhood Association

Kyla Cox Deckard

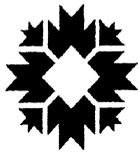
Signature

Kelly Boatman

Printed Name

Melanie Castillo-Cullather

Date



CITY OF BLOOMINGTON
Planning and Transportation Department
401 N. Morton St., Bloomington, Indiana 47404



Phone: 812-349-3423

Fax: 812-349-3520

Email: planning@bloomington.in.gov

APPLICATION FOR PERMANENT SIGN PERMIT

*** MAKE CHECKS PAYABLE TO THE CITY OF BLOOMINGTON**

Date Applied: 3/31/2016
 Name of Business: Gentry Estates Inc
 Type of Business Use: Homeowners Assn
 Address of Business: 4420 Gentry Blvd
 Business Phone: N/A
 Alternative Phone/Fax: 812-679-3142
 Name of Applicant: Cortland V Carrington III
 Applicant Phone: 812-679-3142

(OFFICE USE ONLY) Application #: _____ Permit Fee: <u>\$125.00 per sign</u> Total Fee: _____ Date Issued: _____ Permit Reviewer: _____

A SCALED SITE PLAN IS REQUIRED WITH YOUR APPLICATION.

In order to receive a **permanent sign permit**, the applicant shall submit a site plan containing the following elements:

1. Scale and North arrow;
2. Location of building(s), driveway(s), and parking area(s);
3. Location and size (in square feet) of all existing sign(s);
4. Indicate type of existing sign(s): wall, pole, or ground signage;
5. Location and dimensions of proposed sign(s);
6. Distance between building and proposed sign location(s);
7. Name and location of adjacent street frontage(s), if applicable; and
8. Distance between curb edge and sign location.

CERTIFICATION

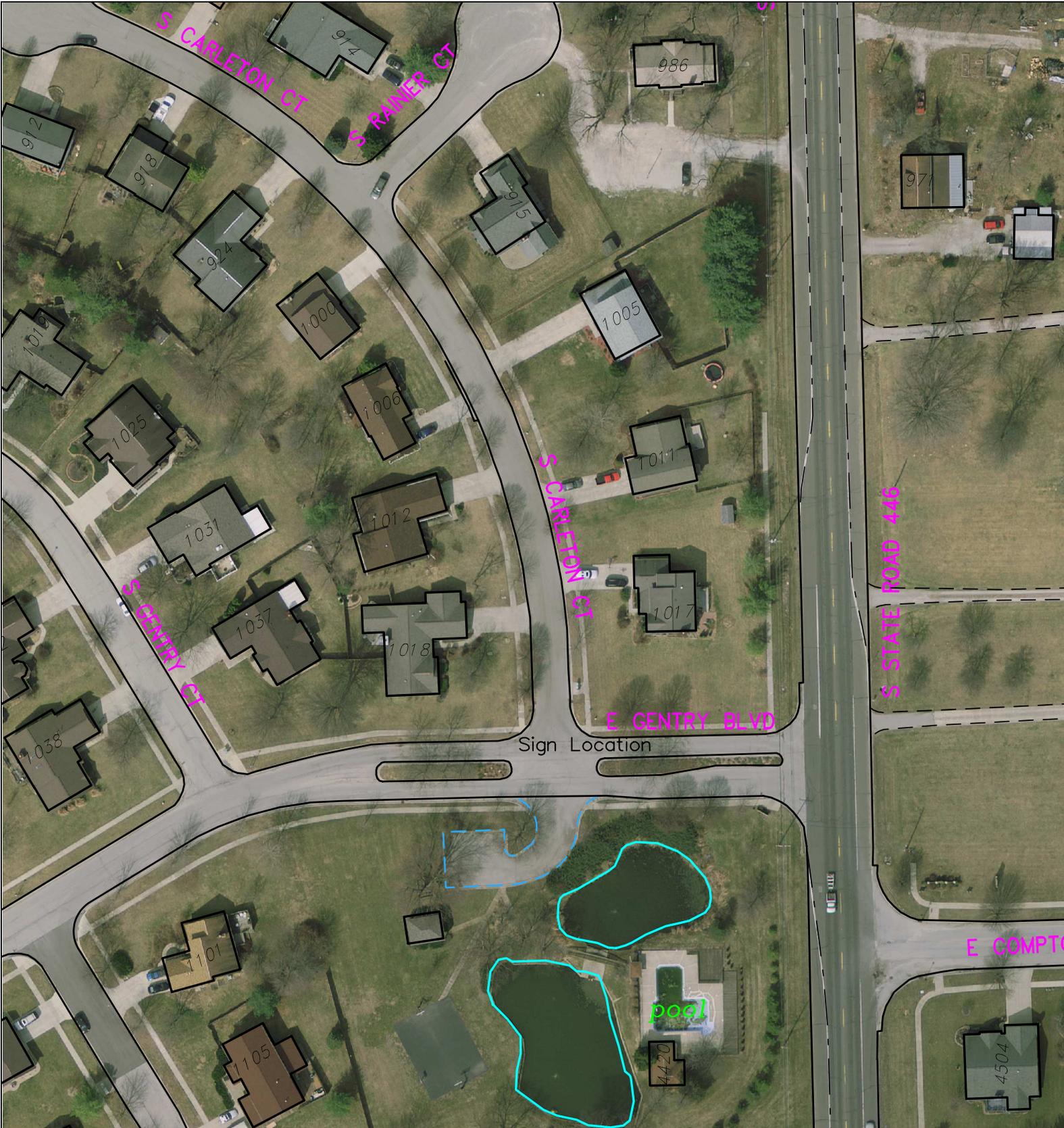
I am the owner or authorized agent responsible for compliance, and hereby acknowledge the following:

1. I have read this application and all related documentation and I represent that the information furnished is correct.
2. I agree to comply with all City ordinances and State statutes, which regulate construction, land use, and occupancy.
3. Any changes made to sign dimensions or location shall be submitted to the City of Bloomington for review.
4. If any misrepresentation is made in this application, the City may revoke any Certificate issued based upon this misinformation.
5. No sign installation is allowed until a permit has been issued by the Planning and Transportation Department.

Applicant's Signature _____

Date _____

If you have questions about sign ordinance requirements, please call the **Bloomington Planning and Transportation Department @ 812-349-3423.**



S CARLETON CT

S RAINER CT

S GENTRY CT

S CARLETON CT

E GENTRY BLVD

S STATE ROAD 446

E COMPTON

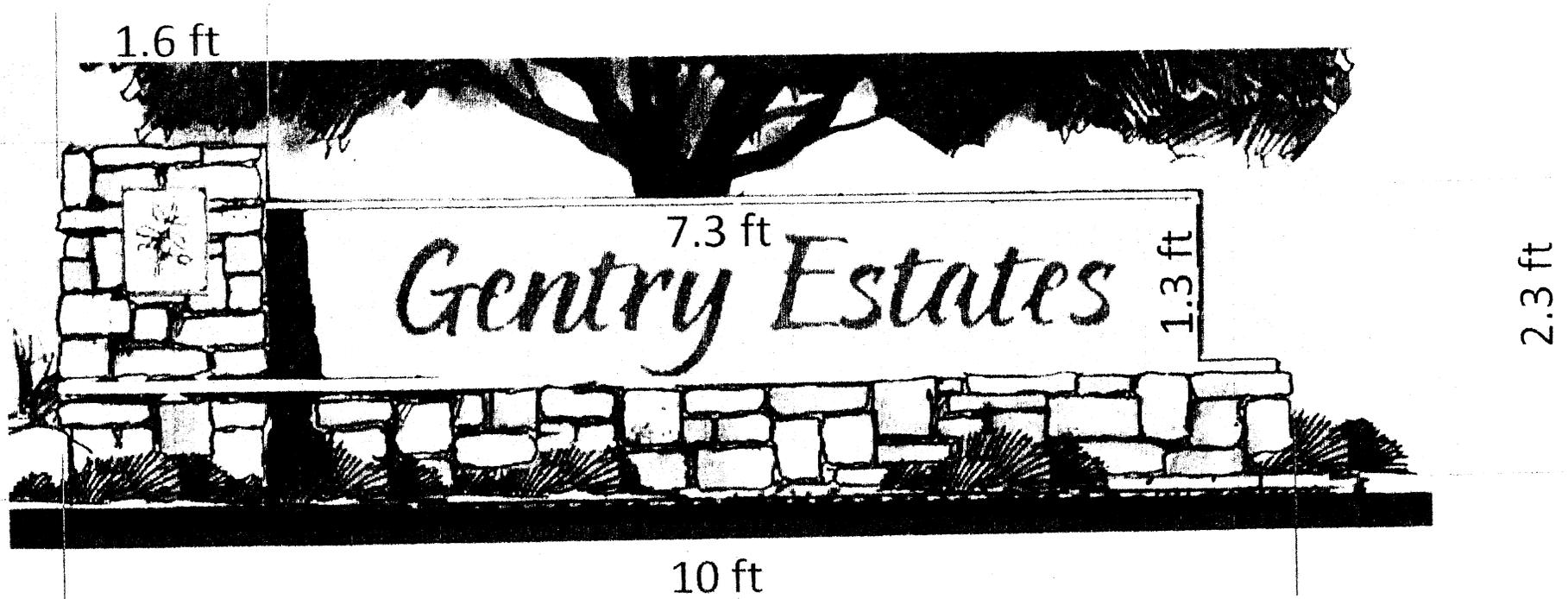
Sign Location

pool

Attachment to Gentry Estates Inc sign permit application

1. As shown on aerial photo
2. As shown on aerial photo
3. South side of intersection of Gentry Blvd and Highway 446, approximately six feet from curb
4. Wooden sign, approximately 10 feet long by 53 inches high, mounted on two wooden 4" by 4" posts.
5. Stone sign approximately 10 feet long and 2.3 feet high. Sign to be installed in median of Gentry Blvd near highway 446 outside of INDOT clear zone
6. Distance to nearest building is 98.7 feet
7. Gentry Blvd and Highway 446
8. Approximately 24" from inside edge of curb

EXHIBIT "A"





Board of Public Works Staff Report

Project/Event: Hoosiers Outrun Cancer

Petitioner/Representative: INTIMECO Productions/Bill Bartley

Staff Representative: Rick Alexander

Meeting Date: April 19, 2016

The 17th Hoosiers Outrun Cancer is scheduled for Saturday, September 17th, 2016 and is a benefit for the IU Health Olcott Center. Most of the route is on the Indiana University campus in the area of Memorial Stadium, but there are some City streets utilized. Petitioners also request a noise permit for live music and race announcements. The first race, a 1 mile race, starts at 10:00 am followed by the 5K Run/Walk at 10:30. The Memorial Stadium is the staging area and the activities take place on the stadium's west side where the events start and finish.

Organizers expect at least 5,000 participants in 2016. IUPD handles the traffic control for the event.

BPD has issued a Parade Permit pending Board approval.

Staff recommends approval of the request.

**BOARD OF PUBLIC WORKS
RESOLUTION 2016-35**

HOOSIERS OUTRUN CANCER

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

WHEREAS, Hoosiers Outrun Cancer has requested use of city streets to conduct a one (1) mile walk or run and a 5K Run; and

WHEREAS, Hoosiers Outrun Cancer has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. 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 between the hours of 9:00 a.m. and noon., on Saturday, September 17, 2016: E. 17th Street, E. 18th Street, N. Indiana Avenue, E. 10th Street, E. 13th Street, E. Cottage Grove, E. 11th Street, N. Walnut Grove, N. Fee Lane, E. Law, N. Jordan, and E. Woodlawn Avenue.
3. The street closures outlined above are for the purposes of allowing Hoosiers Outrun Cancer to provide a fitness event of high quality that is mutually beneficial to participants and the community on Saturday, September 17, 2016.
4. Hoosiers Outrun Cancer shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Hoosiers Outrun Cancer agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Hoosiers Outrun Cancer agrees to close the streets not before 9:00 a.m. on Saturday, September 17, 2016 and to remove barricades and signage by 1:00 p.m. on Saturday, September 17, 2016.
5. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 1:00 p.m. on Saturday, September 17, 2016.
6. 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.

RESOLUTION 2016-35

7. Hoosiers Outrun Cancer shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.

8. In consideration for the use of the City's property and to the fullest extent permitted by law, Hoosiers Outrun Cancer, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

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

ADOPTED THIS ____ DAY OF _____, 2016.

BOARD OF PUBLIC WORKS:

HOOSIERS OUTRUN CANCER

Kyla Cox Deckard

Signature

Kelly Boatman

Printed Name

Melanie Castillo-Cullather

Position

Date

Date

HOC 5K and 1 mile routes 9.26.15



The HOC 5K course details below outline the route, traffic control, directional volunteer locations, and the water/AID stations

Traffic Control officers - IUPD	
Directional Volunteers	
Water / AID STATION	
Street and Intersection	
START LINE - White lot go South to Gate 6th at 17th street	Committee
START LINE - lead cyclist	Traffic Control officers - IUPD
START LINE - following cyclist (Sweeper)	Traffic Control officers - IUPD
IU Athletics GATE 6 and 17th street intersection - go West (right turn)	Traffic Control officers - IUPD
IU Athletics GATE 6 and 17th street intersection - go West (right turn)	Directional Volunteers
17th street and N. Indiana Avenue intersection - go South (left turn)	Traffic Control officers - IUPD
18th street and N. Indiana Avenue intersection - go South (left turn)	Directional Volunteers
N. Indiana Ave and E. 13th Street intersection - continue South	Traffic Control officers - IUPD
N. Indiana Ave and E. Cottage Grove Ave. (1 way West) intersection - go East (left turn)	Traffic Control officers - IUPD
N. Indiana Ave and E. Cottage Grove Ave. (1 way West) intersection - go East (left turn)	Directional Volunteers
E. Cottage Grove Ave. at N Woodlawn Ave. intersection - go North (left turn)	Directional Volunteers
N Woodlawn Ave. at E. 11th Street intersection - go East (right turn)	Traffic Control officers - IUPD
N Woodlawn Ave. at E. 11th Street intersection - go East (right turn)	Directional Volunteers
E. 11th Street at N. Walnut Grove Street intersection - go North (left turn)	Directional Volunteers
N. Walnut Grove Street at RR crossing intersection - continue North - #1	Directional Volunteers
N. Walnut Grove Street at RR crossing intersection - continue North - #2	Directional Volunteers
N. Walnut Grove Street at RR crossing intersection - continue North - #3	Directional Volunteers
N. Walnut Grove Street at E. 13th Street intersection - go East (right turn)	Directional Volunteers
E. 13th Street at N. Fee Lane intersection - go South (right turn)	Traffic Control officers - IUPD
E. 13th Street at N. Fee Lane intersection - go South (right turn)	Directional Volunteers
N. Fee Lane at E. Law Lane intersection - go East (left turn)	Traffic Control officers - IUPD
N. Fee Lane at E. Law Lane intersection - go East (left turn)	Directional Volunteers
E. Law Lane at N. Jordan Ave. intersection - go North (left turn)	Traffic Control officers - IUPD
E. Law Lane at N. Jordan Ave. intersection - go North (left turn)	Directional Volunteers
Water station 1 option - N. Jordan Ave. just past E. Lingelbach Lane intersection - Right hand side of street	Water / AID STATION

N. Jordan Ave. at E. 17th Street intersection - go East (right turn)	Traffic Control officers - IUPD
E. 17th Street at N. Jordan Ave. (extension) intersection - go North (left turn)	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at Fee Lane intersection - continue West	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at Fee Lane intersection - continue West - #1	Directional Volunteers
N. Jordan Ave. (extension) at Fee Lane intersection - continue West - #2	Directional Volunteers
North Jordan at Woodlawn intersection (SE corner of Purple lot) - continue West - #1	Directional Volunteers
North Jordan at Woodlawn intersection (SE corner of Purple lot) - continue West - #2	Directional Volunteers
North Jordan at Indiana intersection (Gate 10 MAIN entrance road) - go South (left turn) - #1	Directional Volunteers
North Jordan at Indiana intersection (Gate 10 MAIN entrance road) - go South (left turn) - #2	Directional Volunteers
FINISH LINE	INTIMECO Productions
FINISH LINE	Committee
FINISH LINE	Water / AID STATION

The HOC 1 Mile course details below outline the route, traffic control, directional volunteer locations, and the water/AID stations

Traffic Control officers - IUPD	
Directional Volunteers	
Water / AID STATION	
Street and Intersection	
Purple lot at Gate 9 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT	closed from 9:50am to 10:50
Purple lot at Gate 10 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT	closed from 9:50am to 10:50
Purple lot at Gate 11 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT	closed from 9:50am to 10:50
WESTBOUND JORDAN MUST BE CLOSED AT THE WOODLAWN INTERSECTION FOR THE 1 MILE EVENT	closed from 9:50am to 10:50
START LINE - White lot go South to BUS Parking on southside of the stadium	Committee
BUS Parking lot East turn following Stadium driveway - go East (turn left)	Directional Volunteers
BUS Parking lot East turn following Stadium driveway - go East (turn left)	Directional Volunteers
Stadium driveway around to East side of stadium - go North (turn left)	Directional Volunteers
Stadium driveway at intersection of crossover to Orange Parking lot - go East (turn right)	Directional Volunteers
From the exit of Stadium driveway to Orange lot crossover - go North (turn left)	Directional Volunteers
Orange lot crossover exit to the Northwest corner of Orange lot - continue North	Directional Volunteers
Northwest corner of Orange LOT - go East (right turn)	Directional Volunteers
Orange LOT at Woodlawn (Mellancamp cutthrough) - go North (left turn)	Directional Volunteers
Woodlawn and Jordan Interesection (at SE corner of the Purple lot) - continue North	Directional Volunteers
Woodlawn at Northeast corner of Purple lot (gate 11 entrance) - go West (left turn)	Directional Volunteers
Purple lot Gate 10 entrance (Indiana) - go South (left turn)	Directional Volunteers
Purple lot Gate 10 entrance (Indiana) and Jordan Intersection - continue South	Directional Volunteers
FINISH LINE	INTIMECO Productions



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: David White – Great White Smoke

Staff Representative: Jason Carnes

Meeting Date: April 19, 2016

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

The business will operate from a food trailer selling various styles of BBQ

On April 7th David renewed his 30 day Mobile Vendor License to operate on private property. He decided that he would still like to try operating in the public right-of-way. Today's request of the BPW is to allow him to operate in the public right-of-way during the remainder of the term of his license, which expires on May 5th, 2016.

Staff is supportive of the request.

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

RESOLUTION 2016-37
Mobile Vendor in Public Right of Way
Great White Smoke, LLC

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

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

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

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

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

WHEREAS, Vendor will not produce a spark, flame, or fire, and therefore, Vendor is not required to obtain a temporary vender permit from the City of Bloomington Fire Department; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on April 19, 2016, and ending on May 5, 2016.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more

RESOLUTION 2016-37

than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS _____ DAY OF _____, 2016.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard

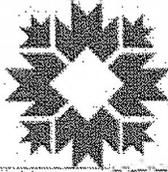
Melanie Castillo-Cullather

Kelly Boatman

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2016-37 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

David White, Great White Smoke, LLC

Date: _____



MOBILE VENDOR LICENSE APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St. Suite 150
Bloomington, Indiana 47404

CITY OF BLOOMINGTON 812-349-3418

1. License Length and Fee Application

Length of License:	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 7 Days	<input checked="" type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input type="checkbox"/> 6 Months	<input type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information

Name:	David White	
Title/Position:	Founder	
Date of Birth:	02-06-1981	
Address:	1002 S. Pinchurst dr.	
City, State, Zip:	Bloomington IN 47403	
E-Mail Address:	dwhite@bespoke11c@gmail.com	
Phone Number:		Mobile Phone: 812-322-5738

3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

Name:	
Address:	
City, State, Zip:	
E-Mail Address:	
Phone Number:	Mobile Phone:

4. Company Information

Name of Employer:	Great White Smoke LLC			
Address of Employer:	mobile unit, mailing: 1007 S. Pinehurst dr Bloomington			
City, State, Zip:	Bloomington, IN. 47403			
Employment Start Date:	10-1-2013	End Date (if known):		
Phone Number:	812-372-5988			
Website / Email:	www.facebook.com/GWSKBB			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
David White	1072 S. Pinehurst dr Bloomington IN
Michael White	6974 W. Patterson Rd Schererville, IN

6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	10-1-2013
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

BBQ	
Planned hours of operation:	5 a.m. - 3 a.m.
Place or places where you will conduct business (If private property, attach written permission from property owner):	Various locations within approved Mobile vending ^{DW.} Events. Food truck Friday 4 at 108 S. Rogers st.
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details:	

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

- A copy of the Indiana registration for the vehicle
- Copy of a valid driver's license
- Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
- Proof of an independent safety inspection of all vehicles to be used in the business
- Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code:
 - Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate
 - Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
- Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
- A copy of the business's registration with the Indiana Secretary of State.
- A copy of the Employer ID number
- A signed copy of the Prohibited Location Agreement
- A signed copy of the Standards of Conduct Agreement
- Fire inspection (if required)
- Picture of truck or trailer
- Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler Certificate

For City Of Bloomington Use Only

Date Received:

Received By:

Date Approved:

Approved By:

John Hamilton

Mayor
CITY OF BLOOMINGTON

401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418
f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

David M. White, Great White Snob LLC
Name, Printed

 Great White Snob LLC
Signature 2-4-16
Date Release Signed

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- No mobile food vendor unit shall locate in an alleyway.
- Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- No mobile food vendor unit shall be located 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.
- No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name:

David M. White, Great White Smoke LLC

Signature:

[Signature] M. White, Great White Smoke LLC

Date:

2-4-16

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

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

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

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

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

noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: David M. White, Great White Smoke LLC

Signature: [Signature] Great White Smoke LLC

Date: 2/4/10

CITY OF BLOOMINGTON

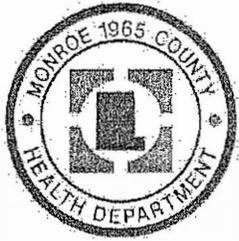
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION K+S Shop
INSPECTOR'S NAME Ben Dupray INSPECTOR'S PHONE # 812-606-7207
DATE OF INSPECTION 2-16-16
TAXICAB COMPANY NA Great White Smoke
VEHICLE YEAR 04 MAKE Dodge MODEL 150
VIN _____

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

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

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



Receipt No: EN002476
Date: 3/2/2016
Date of Service: 3/2/2016

Receipt for Payment
Monroe County Health Department
Environmental Division
119 W. 7th Street
Bloomington, IN 47404

Great White Smoke

Tax ID:

Item	Quantity	Unit Price	Total Price
Food Service License (mobile)	1	\$150.00	\$150.00
Total:			\$150.00
Payment (Cash)			\$150.00
Total Paid			\$150.00

Authorized Signature:

A handwritten signature in black ink, appearing to read 'Susan West', is written over a horizontal line.

Notes: 2016 Mobile Renewal

City of Bloomington

P.O. Box 100
Bloomington, IN 47402

Permit Certificate

Date: 04/12/2016

Business Name: Moe and Daves Grill and Cocina

Address: 108 S ROGERS ST
Bloomington, IN 47402

Phone: CELL 812-340-1157

The following permit has been issued:

Permit No. 000041

Type: FOOD Temporary Vender/Cooking

Issued Date: 04/12/2016

Effective Date: 04/12/2016

Expiration Date: 04/12/2017

Notes: Doing Business as

Great White Smoke LLC
David White Owner
812-3225738

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

Inspector: Tim Clapp

Date



State Form 49099 (12/11-10)
Approved by State Board of
Accounts 2010

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

11239155-12276-986

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR VR	LS	TYPE
12	10	09/29/15	09/01/15	53 - MONROE	N	14	TK595MWT	GT	7		N	TK
EXPIRATION DATE		PRIOR YR PL	VEHICLE YEAR	MAKE	TYPE	MODEL	COLOR	VEHICLE IDENTIFICATION NUMBER				
12/07/15			04	DD	TK	RAM	GRN/	1D7HA18DX4J188321				
CURRENT YEAR TAX	EXTAX	EX CREDIT	DAV CREDIT	EX TAX DUE	WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL DUE				
	8.67	0.00	0.00	0.00	8.33	30.35	0.00	47.35				
PRIOR YEAR TAX	EXTAX	EX CREDIT	DAV CREDIT	EX TAX DUE	WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL DUE				
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
REGISTRATION LICENSE TYPE												
TRUCK 7,000 GENERAL TRUCK NEW FORMAT												



ALW
Legal Address
3717 E 3RD ST
BLOOMINGTON IN 47401-5501

DAVID MICHAEL WHITE
3717 E 3RD ST
BLOOMINGTON, IN 47401-5501



CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 Great White Smoke Llc
 3717 E 3rd St
 Bloomington, IN 47401

Agent's Name, Address and Phone Number (Agt./Dist.)
 Zachary Gear
 5128 E STOP 11 RD STE 36
 INDIANAPOLIS, IN 46237
 (317) 215-6031 (114/554)

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 listed below.

COVERAGES

This is to certify that 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000 Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory Each Accident \$,000 Disease - Each Employee \$,000 Disease - Policy Limit \$,000
General Liability <input checked="" type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>	13-X74042-03	08/22/2015	08/22/2016	General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000 Personal and Advertising Injury \$ 1,000,000 Each Occurrence \$ 1,000,000 Damage to Premises Rented to You \$ 100,000 Medical Expense (Any One Person) \$ 5,000
Businessowners Liability				Each Occurrence †† \$,000 Aggregate †† \$,000
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				Bodily Injury - Each Person \$,000 Bodily Injury - Each Accident \$,000 Property Damage \$,000 Bodily Injury and Property Damage Combined \$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

†The individual or partners Have shown as insured elected to be covered under this policy. Have not.
 ††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

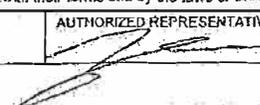
CERTIFICATE HOLDER'S NAME AND ADDRESS

City of Bloomington
 Jason Carnes
 Bloomington, IN 47404

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail () days written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.

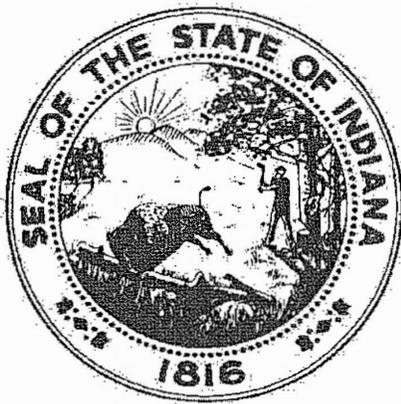
This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

DATE ISSUED: 02/05/2016
 AUTHORIZED REPRESENTATIVE: 

State of Indiana
Office of the Secretary of State
CERTIFICATE OF ORGANIZATION
of
GREAT WHITE SMOKE LLC

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, April 15, 2014.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 15, 2014

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE.

RECEIVED 04/15/2014 03:50 PM

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
4/15/2014 4:18 PM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

ARTICLE I - NAME AND PRINCIPAL OFFICE

GREAT WHITE SMOKE LLC

ARTICLE II - REGISTERED OFFICE AND AGENT

DAVID WHITE
9048 S POINTE RIDGE LANE, BLOOMINGTON, IN 47401

ARTICLE III - GENERAL INFORMATION

What is the latest date upon which the entity is to Perpetual
dissolve?:

Who will the entity be managed by?: Managers
Effective Date: 4/15/2014

Electronic Signature: DAVID M WHITE



Property of
CIRCLE K
Company
No Parking

RAM

PROPERTY OF
CIRCLE K
COMPANY

PROPERTY OF
CIRCLE K
COMPANY



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Cory Sampson– The Big Cheeze 2

Staff Representative: Jason Carnes

Meeting Date: April 19, 2016

Cory Sampson, co-owner of the Big Cheeze has applied for a Mobile Vendor License to operate a second Big Cheeze food truck. 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 truck selling grilled cheese, fries, mozzarella sticks, soup, drinks, etc.

This application is for 1 year.

Staff is supportive of the request.

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

RESOLUTION 2016-38
Mobile Vendor in Public Right of Way
The Big Cheeze

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

WHEREAS, The Big Cheeze (“Vendor”) intends to seek a second Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

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

WHEREAS, Vendor will produce a spark, flame, or fire, and therefore, Vendor is required to obtain a temporary vender permit from the City of Bloomington Fire Department; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on April 19, 2016, and ending on April 18, 2017.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply

RESOLUTION 2016-38

with all other restrictions regarding its location in a public parking space.

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS _____ DAY OF _____, 2016.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard

Melanie Castillo-Cullather

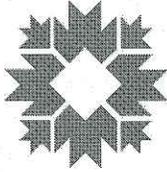
Kelly Boatman

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2016-38 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Cory Sampson, The Big Cheeze

Date: _____

#2



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St. Suite 150
Bloomington, Indiana 47404
812-349-3418

1. License Length and Fee Application

Length of License:	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input type="checkbox"/> 6 Months	<input checked="" type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information

Name:	Cory Sampson		
Title/Position:	Co-owner		
Date of Birth:	07/25/91		
Address:	903 Clover Dr.		
City, State, Zip:	Bloomington, IN 47429		
E-Mail Address:	Cory.Sampson@TheBigCheeze.com		
Phone Number:	317-770-8300	Mobile Phone:	

3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

4. Company Information

Name of Employer:	The Big Cheeze			
Address of Employer:	2216 S. Laurelwood Dr.			
City, State, Zip:	Bloomington, IN, 47401			
Employment Start Date:	02/01/15	End Date (If known):	/	
Phone Number:				
Website / Email:	TheBigCheeze.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Other:			

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Chad Suter	2216 S. Laurelwood Dr.

6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	01/01/16
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Grilled Cheese, fries, Drinks.	
Planned hours of operation:	10am - 3am
Place or places where you will conduct business (If private property, attach written permission from property owner):	Kirkwood, Food Truck Friday, events.
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
(If Yes) Provide details	The Big Cheese Trailer #1

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 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.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
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John Hamilton
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

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

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

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

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

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- 13. No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- 14. Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- 15. Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- 16. Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- 17. Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- 18. No mobile food vendor unit shall ever be left unattended
- 19. Mobile food vendor units shall not be stored, parked or left overnight on any City property
- 20. All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- 21. All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- 22. No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- 23. All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- 24. All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- 25. No mobile food vendor shall have a drive-thru
- 26. The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: Cory Sampson, The Big Cheeze

Signature: 

Date: 3/22/16

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

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

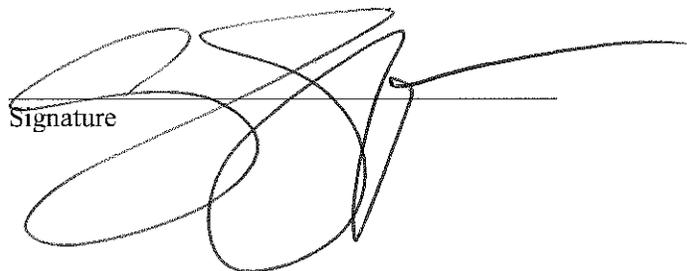
RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Cory Sampson, The Big Cheese
Name, Printed


Signature

3/22/16
Date Release Signed

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- € No mobile food vendor unit shall locate in an alleyway.
- € Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- € Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- € No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- € No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- € No mobile food vendor unit shall be located 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.
- € No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

- € No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- € No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- € No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- € No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: Cory Sampson, The Big Cheese

Signature: 

Date: 3/22/16

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION
of
CERTAIN ENTERPRISES INC.

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, August 24, 2012.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 24, 2012.

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
8/24/2012 7:07 AM

ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991.

ARTICLE I - NAME AND PRINCIPAL OFFICE

CERTAIN ENTERPRISES INC.

3637 E. BRYN MAWR DR., BLOOMINGTON, IN 47401

ARTICLE II - REGISTERED OFFICE AND AGENT

UNITED STATES CORPORATION AGENTS, INC.
4010 WEST 86TH STREET, SUITE D, INDIANAPOLIS, IN 46268

ARTICLE III - INCORPORATORS

SHEILA DANG
101 N. BRAND BLVD., 10TH FLOOR, GLENDALE, CA 91203
Signature: SHEILA DANG, LEGALZOOM.COM

ARTICLE IV - GENERAL INFORMATION

Number of Shares: 1,000
Effective Date: 8/24/2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2016

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 Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 100 Carmel IN 46032	CONTACT NAME: Edie Blessinger PHONE (A/C, No, Ext): (317) 846-5554 FAX (A/C, No): (317) 846-5444 E-MAIL ADDRESS: eblessinger@shepherdins.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Erie Insurance Exchange</td> <td>26271</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Erie Insurance Exchange	26271	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
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INSURER F:															
INSURED THE BIG CHEEZE CERTAIN ENTERPRISES LP D/B/A 2216 S LAUREL WOOD DR BLOOMINGTON IN 47401-4598															

COVERAGES **CERTIFICATE NUMBER:** CL1582438091 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q46-1551537	10/15/2015	10/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Q10-1531111	10/15/2015	10/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Bloomington is listed as additional insured for general liability per written contract.

CERTIFICATE HOLDER City of Bloomington 401 N Morton Bloomington, IN 47404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Edie Blessinger/EBLES <i>Edna Blessinger</i>
---	--

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REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 615-2700

CONTROL NUMBER
1500123731726

BIG CHEEZE THE
3637 E BRYN MAWR DR
BLOOMINGTON, IN 47401-7887

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX
AT THE ADDRESS ABOVE IF DIFFERENT FROM BELOW.

TID: 0141468513
LOC: 001
FID: 45-272632010
ISSUED: 08/01/2015
EXPIRES: 07/31/2017

THIS LICENSE
IS NOT TRANSFERABLE TO ANY OTHER PERSON
IS NOT SUBJECT TO REBATE
IS VOID IF ALTERED.



CERTAIN ENTERPRISES
3637 E BRYN MAWR DR
BLOOMINGTON, IN 47401-7887

Mike Alley

COMMISSIONER

1126-0117-014

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN





State Form 48099 (R2/11-10)
Approved by State Board of
Accounts 2010

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 14	AGE 4	ISSUE DATE 10/07/15	PUR DATE 12/31/12	COUNTY 53 - MONROE	TP R	PL YR 15	PLATE TK149MIW	PL TP GT	WEIGHT 7	PR YR 14	LS N	TYPE TK
EXPIRATION DATE 11/07/16	PRIOR YR PL TK149MIW	VEHICLE YEAR 13	MAKE CHE	TYPE TK	MODEL 2KH	COLOR WHI	VEHICLE IDENTIFICATION NUMBER 1GC0KVCG4DZ232845					
CURRENT YEAR TAX	EXTAX 228.00	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE 228.00	WHEEL/SUR 25.00	STATE REG FEE 30.35	ADMIN FEE 0.00	TOTAL DUE 283.35				
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE 0.00	WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL DUE 0.00				
REGISTRATION LICENSE TYPE TRUCK 7,000 GENERAL TRUCK NEW FORMAT												



HINT
Legal Address
3837 E BRYN MAWR DR
BLOOMINGTON IN 47401-7887

JOHN CHADWICK & MARK A SUTOR
3637 E BRYN MAWR DR
BLOOMINGTON, IN 47401-7887

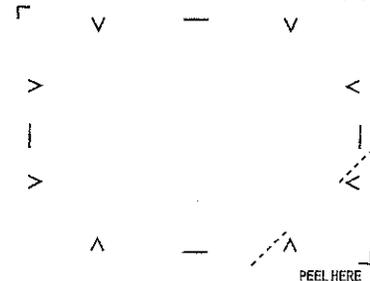


30-216



INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.



Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

BIG CHEEZ
CHAD SUTOR/JOE MORTON

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

Issued FEB 12 2016
By *Thomas W. Sharpe*

2016

Expires 2/28/17

This License Is Not Transferable to Another Individual or Location





Board of Public Works Staff Report

Project/Event: 2016 Saturday at Sam's Club

Petitioner/Representative: Food Truck Association of Bloomington

Staff Representative: Christina Smith

Meeting Date: April 19, 2016

Event Date: Saturday April through October

The Food Truck Association of Bloomington wishes to hold Saturday at Sam's Club in the parking lot every Saturday from 11:00 a.m. to 9:00 p.m. during the summer and fall season.

They host an assortment of food trucks and offer amplified music in a festival-type atmosphere.

Staff is supportive of the noise permit.

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



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3410

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 Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Saturday at Sam's Club			
Location of Event:	Sam's Club			
Date of Event:	4/30/16 – 10/29/16	Time of Event:	Start: 11:00 am	
Calendar Day of Week:	Saturday		End: 9:00 pm	
Description of Event:	Music and Announcements			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:	David White		
Organization:	Food Truck Association of Bloomington	Title:	Dir. of Entertainment
Physical Address:	108 S. Rogers Street		
Email Address:	gwsdave@gmail.com	Phone Number:	812-322-5738
Signature:		Date:	4/11/16

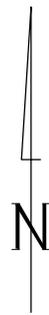
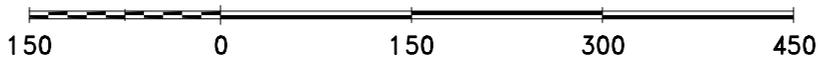
FOR CITY OF BLOOMINGTON USE ONLY

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 waive the City Noise Ordinance for the above mentioned event.

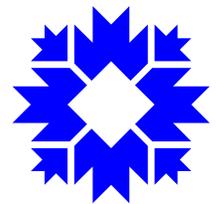
BOARD OF PUBLIC WORKS	
_____	_____
Kyla Cox Deckard, President	Kelly Boatman, Vice-President
_____	_____
Date	Melanie Castillo-Cullather, Secretary



By: smithc
15 Apr 16



City of Bloomington
Public Works



Scale: 1" = 150'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: 2016 Lawn Mowing

Petitioner/Representative: Public Works/Facilities

Staff Representative: Barry Collins

Meeting Date: April 19, 2016

Request to approve the 2016 Lawn Mowing contract for the following locations:

601 N. Morton Street

Lots #1 and #2 at Evergreen Village, Susie Street and West Countryside Drive

3410 South Walnut Street (Bloomington Animal Care and Control)

Fire Training/BPD training Center located on South Walnut Street

Area West of the 600 block of North Rogers Street

Area East of North Rogers Street and West 11th across from the Upland Brewery

2541 West 3rd Street

Quotes were requested, from City Lawn, Starnes Lawn Care and Nature's Way with quotes as follows on a per mow basis with a total of all properties:

Company	Amount
City Lawn	\$430.00
Starnes Lawn Care	\$780.00
Nature's Way Inc.	\$630.00

Staff recommends using City Lawn not only because of lowest quoted price but also because we have been very satisfied with their work on previous projects.

Recommend **Approval** **Denial** **by: Barry Collins**

PROJECT NAME: Grass Cutting and Lawn Maintenance Services for 2016

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 2016, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and City Lawn (hereinafter referred to as "Contractor"),

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

forth-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

2. Billing Records:

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

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

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

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

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

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

Article 8. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible there for. Contractor thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Contractor. Exhibit D is

attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractors, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

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

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

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

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

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

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

Contractor shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If

Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

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

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

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

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

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

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

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

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

in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

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

Contractor:

City Lawn
Attn: Randy Younger
P. O. Box 5561
Bloomington, IN 47407

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

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

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

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

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

subcontractor fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Contractor. If the Board terminates the Agreement, the Contractor or its subcontractor is liable to the Board for the actual damages.

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

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

Article 25. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit affirming that Contractor has not engaged in any collusive conduct.

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

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

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

Owner

Contractor

City of Bloomington
Board of Public Works

City Lawn

By: _____
Kyla Cox Deckard,
President

By: _____
Randy Younger

By: _____
Adam Wason, Acting Director
Department of Public Works

CITY OF BLOOMINGTON
Controller

Reviewed by: _____
DATE: 4.14.16
FUND/ACCT: VARIOUS

By: _____
John Hamilton,

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 4.14.16

Mayor

EXHIBIT A

SCOPE OF WORK

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

1. 2541 West 3rd Street
 2. 3410 South Walnut Street (Bloomington Animal Care and Control)
 3. Fire Training/BPD Training Center located on South Walnut Street
 4. Lots #1 and #2 Evergreen Village at Susie Street and West Countryside Drive
 5. Area West of 600 Block of North Rogers Street
 6. Area West 11th and North Rogers streets across from Upland Brewery
 7. 601 N. Morton Street
- Grass shall be cut to a height of 2 inches at each cutting
 - Grass shall be cut 2 times per month should conditions warrant or when grass reaches a height of 6".
 - Grass shall be cut on an as needed basis outside of the 2 times per month, or as requested.
 - Grass must never exceed the height of 8 inches, per Bloomington Municipal Code.

Photos are included to show the areas of the 7 locations for which mowing services are required.

Each property location shall be billed separately, and all invoices shall be sent to the attention of Barry Collins at the City of Bloomington, Public Works Department, 401 North Morton Street, P.O. Box 100, Bloomington, IN 47402 or e-mailed to collinsb@bloomington.in.gov.

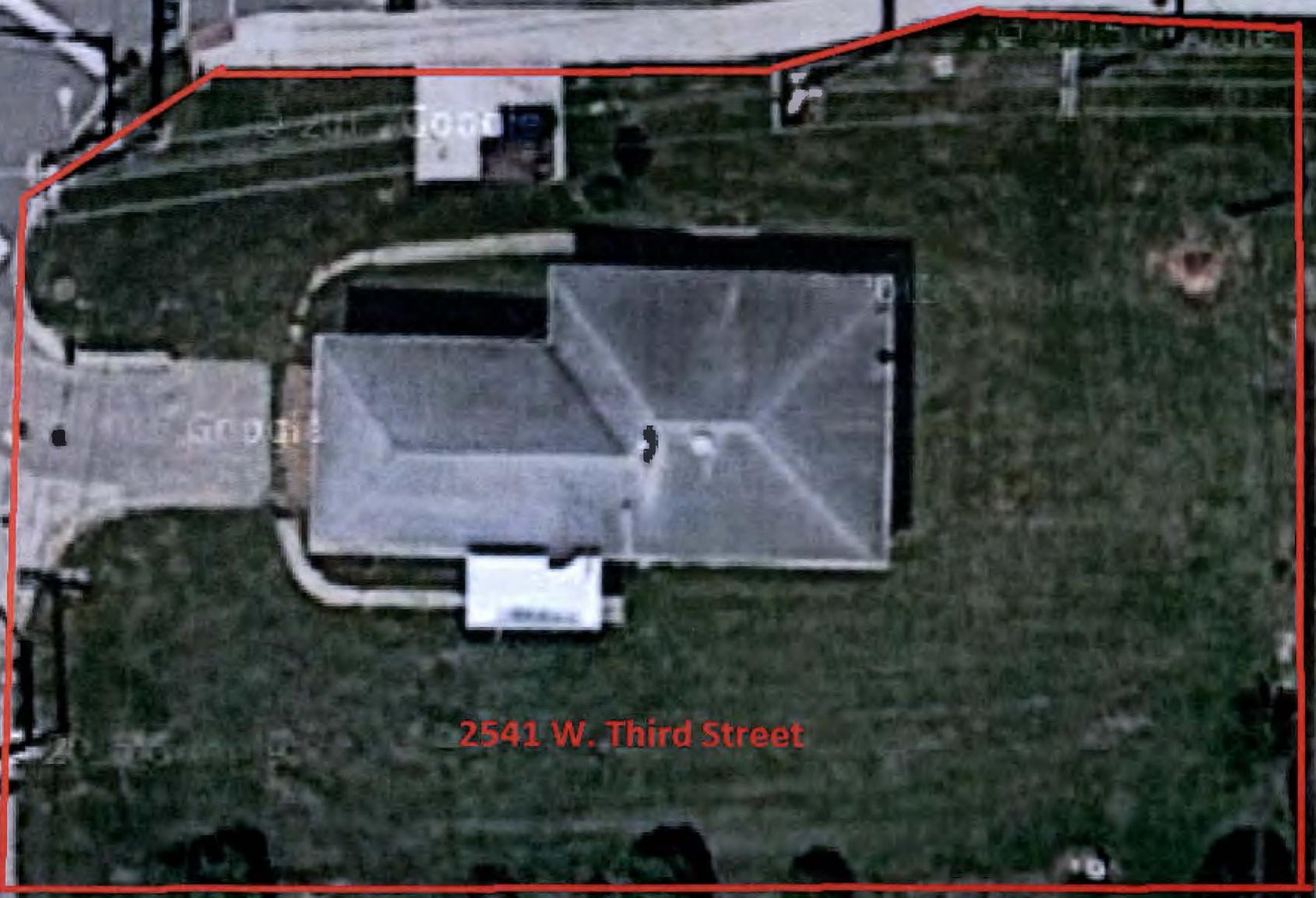
W 3rd St

W 3rd St

W 3rd

S Wymndala Dr

S Wymndala



2541 W. Third Street



Animal Shelter
3410 S. Walnut St

S Walnut St

S Walnut St

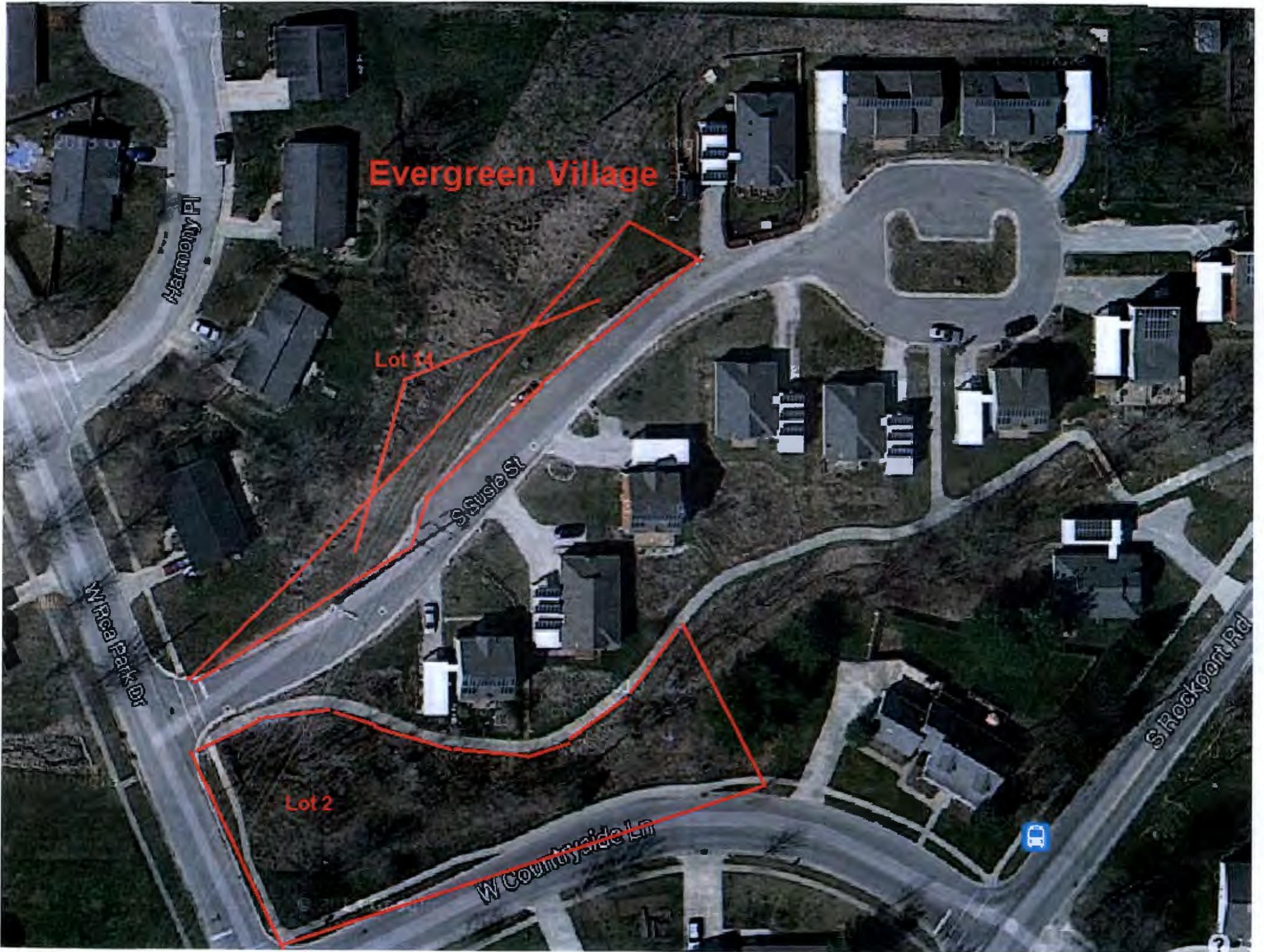


Fire Training Center
S. Walnut St.

S Walnut St

S Walnut St





Evergreen Village

Lot 14

Lot 2

Harmony Pl

S Susie St

W Red Park Dr

W Countryside Ln

Shockport Rd





W 11th St

W 11th St

N Rogers St

N Rogers St

N Morton St

N Morton St

N Morton St

Mill Area

W 10th St

W 10th St

Solution Tree



St

N Rogers St

11th Street and Rogers Street

R-Line Trail



N Morton St

601 N. Morton St.

N Morton St

ID

EXHIBIT B
COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Four Hundred Thirty Dollars and Zero Cents (\$430.00) per mowing cycle at each of the 7 locations shown in Exhibit A, Scope of Services.

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

1. 2541 West 3 rd Street	35.00
2. 3410 South Walnut Street (Bloomington Animal Care and Control)	100.00
3. Fire Training/BPD Training Center (located on South Walnut Street)	40.00
4. Lots #1 and #2 Evergreen Village (at Susie Street and West Countryside Drive)	30.00
5. Area West of 600 Block of North Rogers Street	100.00
6. Area West 11 th and North Rogers Streets (across from Upland Brewery)	100.00
7. 601 N. Morton Street	<u>25.00</u>
	\$430.00

EXHIBIT C

ESTIMATED SCHEDULE FOR 2016

Cutting of grass 2 times per month should conditions warrant through the end of calendar year 2016

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

EXHIBIT D
KEY PERSONNEL

Randy Younger

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the owner of City Lawn.
(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

Randy Younger
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Randy Younger and acknowledged the execution of the foregoing this _____ day of _____, 2016.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 2016.

City Lawn
(Name of Organization)

By: _____

Randy Younger, Owner
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me this _____ day of _____, 2016.

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name



Board of Public Works Staff Report

Project/Event: Refractory of the Incinerator at Animal Care and Control

Petitioner/Representative: Public Works/Facilities

Staff Representative: Barry Collins

Meeting Date: April 19, 2016

The refractory has failed in both the lower chamber, upper chamber, incinerator floor and the incinerator door and will need to be totally replaced. The last time the refractory was repaired/replaced was approximately 5 years ago and at that time only the deteriorated materials (2"-3" inches) were removed and replaced. The difference this time is that we need to remove all the refractory (5") completely down to the metal casing, replace hold down pins, inspect the metal surfaces and welds and make repairs as necessary. All seals and gaskets will be replaced as well.

Quotes were requested, via e-mail, from Plibrico Co. LLC, Ceramic Technology, Inc. and Brown Refractory Service to complete the repairs to the incinerator with quotes as follows:

Company	Amount
Plibrico Compnay LLC	\$33,787.00
Ceramic Technology Inc.	Did Not Respond
Brown Refractory Service	\$34,800.00

Staff recommends using Plibrico Company LLC not only because of lowest quoted price but also because we have been very satisfied with their work on previous repairs to the incinerator.

Recommend **Approval** **Denial** **by: Barry Collins**

PROJECT NAME: Repairs to the Incinerator at the Animal Shelter, 3410 S.R. 37 South

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 2016, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Plibrico Company, LLC (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services for **removing and replacement of the refractory in the incinerator located at the Bloomington Animal Shelter, 3410 S.,R. 37 South, Bloomington, IN;** and

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

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

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

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

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

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

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

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

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Contractor a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Thirty-Three Thousand Seven Hundred Eighty-Seven Dollars and Zero Cents (\$33,787.00).**

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

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

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within

forth-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

2. Billing Records:

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

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

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

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

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

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

Article 8. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible there for. Contractor thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Contractor. Exhibit D is

attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractors, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

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

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

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

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

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

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

Contractor shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Contractor may be held responsible for payment of

damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

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

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

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

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

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

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

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

Article 20. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes,

ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

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

Contractor:

Plibrico Company, LLC
Attn: Kevin L. Lipka
4848 W. Minnesota St., Suite 200
Indianapolis, IN 46241
(317) 247-9519

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

Article 22. Cost Estimates: All estimates of cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 23. Intent to be Bound: The Board and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

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

Article 25. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

Article 26. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit affirming that Contractor has not engaged in any collusive conduct.

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

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

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

Owner

Contractor

City of Bloomington

Plibrico Company, LLC

By: _____
Kyla Cox Deckard,
President, Board of Public Works

By: _____
Kevin L. Lipka
Area Operations Manager

By: _____
Adam Wason, Acting Director
Department of Public Works

By: _____
John Hamilton,
Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 4.7.16

EXHIBIT A

SCOPE OF WORK

Refractory of the Animal Care and Control Incinerator

1. Contractor shall remove all deteriorated refractory on the upper/lower incinerator walls, floor and door and shall properly dispose.
2. Contractor shall also remove all door gaskets and or seals.
3. Contractor shall properly prep all areas to receive new refractory materials.
4. Contractor shall install Pilcast A1-tuff3100 Special refractory materials, or an approved equal, to all surfaces where deteriorated materials were removed.
5. Contractor shall inspect all metal surfaces, hold-down pins, welds and concealed fasteners for damage and report any such damage or deterioration to the project manager. Contractor shall include a contingency amount not to exceed \$2,000.00 for this work if needed. Should repairs to these items not be needed, the \$2,000.00 shall be deducted from the final billing.
6. Contractor shall ensure that all gas ports, vents and temperature probe openings and all other openings are free of refractory so that those items can function as intended.
7. Contractor shall provide a "Dry-out" schedule with the proper procedures to complete the curing process.
8. Contractor shall completely check the incinerator after "Dry-out" for proper operation and to ensure all seals are in place.

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed **Not to Exceed Cost of Thirty-Three Thousand Seven Hundred Eighty Dollars and Zero Cents (\$33780.00)**.

EXHIBIT C

ESTIMATED SCHEDULE FOR 2016

Contractor shall complete all work within thirty (30) days following receipt of a Notice to Proceed.

EXHIBIT D
KEY PERSONNEL

EXHIBIT E

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 _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
of _____, 2016. and acknowledged the execution of the foregoing this _____ day

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 2016.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2016.

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
805 Bentley , Ashli L	04/15/2016	1,125.76		.00	85.29	67.31	15.74	34.56	11.47	40.17	871.22
			.00	.00	1,085.59	1,085.59	1,085.59	1,085.59	1,085.59		
		\$1,125.76		\$0.00	\$85.29	\$67.31	\$15.74	\$34.56	\$11.47	\$40.17	\$871.22
			\$0.00	\$0.00	\$1,085.59	\$1,085.59	\$1,085.59	\$1,085.59	\$1,085.59		
10000 Carpenter, Danyale 0097	04/15/2016	1,008.60		.00	45.63	48.68	11.39	24.64	8.18	315.37	554.71
			.00	.00	785.19	785.19	785.19	785.19	785.19		
		\$1,008.60		\$0.00	\$45.63	\$48.68	\$11.39	\$24.64	\$8.18	\$315.37	\$554.71
			\$0.00	\$0.00	\$785.19	\$785.19	\$785.19	\$785.19	\$785.19		
1113 Clendening, Jennifer L	04/15/2016	540.79		.00	5.62	33.54	7.84	15.31	5.08	3.61	469.79
			.00	.00	540.79	540.79	540.79	540.79	540.79		
		\$540.79		\$0.00	\$5.62	\$33.54	\$7.84	\$15.31	\$5.08	\$3.61	\$469.79
			\$0.00	\$0.00	\$540.79	\$540.79	\$540.79	\$540.79	\$540.79		
10000 Edwards, Dianne 1791	04/15/2016	1,524.72		.00	188.04	90.45	21.16	45.61	15.98	124.05	1,039.43
			.00	.00	1,459.02	1,459.02	1,459.02	1,459.02	1,459.02		
		\$1,524.72		\$0.00	\$188.04	\$90.45	\$21.16	\$45.61	\$15.98	\$124.05	\$1,039.43
			\$0.00	\$0.00	\$1,459.02	\$1,459.02	\$1,459.02	\$1,459.02	\$1,459.02		
219 Ennis, Mary C	04/15/2016	1,055.26		.00	73.29	65.43	15.30	33.55	11.13	.00	856.56
			.00	.00	1,055.26	1,055.26	1,055.26	1,055.26	1,055.26		
		\$1,055.26		\$0.00	\$73.29	\$65.43	\$15.30	\$33.55	\$11.13	\$0.00	\$856.56
			\$0.00	\$0.00	\$1,055.26	\$1,055.26	\$1,055.26	\$1,055.26	\$1,055.26		
10000 Eppley, Julia K 2224	04/15/2016	1,705.13		.00	82.60	88.59	20.72	45.88	15.23	292.04	1,160.07
			.00	.00	1,428.87	1,428.87	1,428.87	1,428.87	1,428.87		
		\$1,705.13		\$0.00	\$82.60	\$88.59	\$20.72	\$45.88	\$15.23	\$292.04	\$1,160.07
			\$0.00	\$0.00	\$1,428.87	\$1,428.87	\$1,428.87	\$1,428.87	\$1,428.87		
10000 Eubank, Nadine F 2333	04/15/2016	2,260.92		.00	372.25	138.02	32.27	72.19	24.38	70.17	1,551.64
			.00	.00	2,226.12	2,226.12	2,226.12	2,226.12	2,226.12		
		\$2,260.92		\$0.00	\$372.25	\$138.02	\$32.27	\$72.19	\$24.38	\$70.17	\$1,551.64
			\$0.00	\$0.00	\$2,226.12	\$2,226.12	\$2,226.12	\$2,226.12	\$2,226.12		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
10000 Farmer, Carly M 0184	04/15/2016	1,544.00		.00	113.37	81.99	19.17	43.64	14.06	310.42	961.35
			.00	.00	1,322.44	1,322.44	1,322.44	1,322.44	1,322.44		
		\$1,544.00	\$0.00	\$0.00	\$113.37	\$81.99	\$19.17	\$43.64	\$14.06	\$310.42	\$961.35
			\$0.00	\$0.00	\$1,322.44	\$1,322.44	\$1,322.44	\$1,322.44	\$1,322.44		
64 Gibson, Jennifer	04/15/2016	1,489.94		.00	171.06	83.45	19.51	44.41	14.74	154.98	1,001.79
			.00	.00	1,345.87	1,345.87	1,345.87	1,345.87	1,345.87		
		\$1,489.94	\$0.00	\$0.00	\$171.06	\$83.45	\$19.51	\$44.41	\$14.74	\$154.98	\$1,001.79
			\$0.00	\$0.00	\$1,345.87	\$1,345.87	\$1,345.87	\$1,345.87	\$1,345.87		
10000 Herr, Emily J 3165	04/15/2016	640.85		.00	30.24	24.12	5.65	11.57	3.84	261.05	304.38
			.00	.00	388.96	388.96	388.96	388.96	388.96		
		\$640.85	\$0.00	\$0.00	\$30.24	\$24.12	\$5.65	\$11.57	\$3.84	\$261.05	\$304.38
			\$0.00	\$0.00	\$388.96	\$388.96	\$388.96	\$388.96	\$388.96		
850 Laehle, Bryan A	04/15/2016	1,095.04		.00	133.44	67.89	15.87	36.14	11.99	.00	829.71
			.00	.00	1,095.04	1,095.04	1,095.04	1,095.04	1,095.04		
		\$1,095.04	\$0.00	\$0.00	\$133.44	\$67.89	\$15.87	\$36.14	\$11.99	\$0.00	\$829.71
			\$0.00	\$0.00	\$1,095.04	\$1,095.04	\$1,095.04	\$1,095.04	\$1,095.04		
10000 Minder, Vicki L 1296	04/15/2016	1,975.16		.00	277.73	116.13	27.16	60.99	20.24	234.26	1,238.65
			.00	.00	1,848.05	1,873.05	1,873.05	1,848.05	1,848.05		
		\$1,975.16	\$0.00	\$0.00	\$277.73	\$116.13	\$27.16	\$60.99	\$20.24	\$234.26	\$1,238.65
			\$0.00	\$0.00	\$1,848.05	\$1,873.05	\$1,873.05	\$1,848.05	\$1,848.05		
10000 O'Brien, Brenda 0365	04/15/2016	1,551.24		.00	195.14	93.40	21.83	49.71	16.50	90.56	1,084.10
			.00	.00	1,506.40	1,506.40	1,506.40	1,506.40	1,506.40		
		\$1,551.24	\$0.00	\$0.00	\$195.14	\$93.40	\$21.83	\$49.71	\$16.50	\$90.56	\$1,084.10
			\$0.00	\$0.00	\$1,506.40	\$1,506.40	\$1,506.40	\$1,506.40	\$1,506.40		
10000 Peffinger, Roberta L 3140	04/15/2016	1,491.20		.00	161.68	79.57	18.61	42.35	14.05	239.26	935.68
			.00	.00	1,283.32	1,283.32	1,283.32	1,283.32	1,283.32		
		\$1,491.20	\$0.00	\$0.00	\$161.68	\$79.57	\$18.61	\$42.35	\$14.05	\$239.26	\$935.68
			\$0.00	\$0.00	\$1,283.32	\$1,283.32	\$1,283.32	\$1,283.32	\$1,283.32		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Animal - Animal Shelter											
838 Pritchard, James R	04/15/2016	1,570.37		.00	15.61	97.67	22.83	48.18	15.99	166.79	1,203.30
			.00	.00	1,575.38	1,575.38	1,575.38	1,575.38	1,575.38		
		\$1,570.37		\$0.00	\$15.61	\$97.67	\$22.83	\$48.18	\$15.99	\$166.79	\$1,203.30
			\$0.00	\$0.00	\$1,575.38	\$1,575.38	\$1,575.38	\$1,575.38	\$1,575.38		
328 Ritchel, Lisa R	04/15/2016	656.20		.00	36.62	37.53	8.77	19.98	6.63	59.78	486.89
			.00	.00	605.33	605.33	605.33	605.33	605.33		
		\$656.20		\$0.00	\$36.62	\$37.53	\$8.77	\$19.98	\$6.63	\$59.78	\$486.89
			\$0.00	\$0.00	\$605.33	\$605.33	\$605.33	\$605.33	\$605.33		
10000 Samuelson, Danielle 3640	04/15/2016	889.93		.00	91.34	50.49	11.81	26.87	8.92	86.53	613.97
			.00	.00	814.36	814.36	814.36	814.36	814.36		
		\$889.93		\$0.00	\$91.34	\$50.49	\$11.81	\$26.87	\$8.92	\$86.53	\$613.97
			\$0.00	\$0.00	\$814.36	\$814.36	\$814.36	\$814.36	\$814.36		
10000 Sauder, Virgil E 2554	04/15/2016	2,454.86		.00	431.55	152.73	35.72	78.75	26.13	.00	1,729.98
			.00	.00	2,463.33	2,463.33	2,463.33	2,463.33	2,463.33		
		\$2,454.86		\$0.00	\$431.55	\$152.73	\$35.72	\$78.75	\$26.13	\$0.00	\$1,729.98
			\$0.00	\$0.00	\$2,463.33	\$2,463.33	\$2,463.33	\$2,463.33	\$2,463.33		
862 Skooglund, Elijah J	04/15/2016	259.19		.00	1.69	16.07	3.77	7.28	2.42	.00	227.96
			.00	.00	259.19	259.19	259.19	259.19	259.19		
		\$259.19		\$0.00	\$1.69	\$16.07	\$3.77	\$7.28	\$2.42	\$0.00	\$227.96
			\$0.00	\$0.00	\$259.19	\$259.19	\$259.19	\$259.19	\$259.19		
573 Steury, Nickiah Q	04/15/2016	1,415.20		.00	108.26	79.88	18.69	42.52	13.69	149.96	1,002.20
			.00	.00	1,288.41	1,288.41	1,288.41	1,288.41	1,288.41		
		\$1,415.20		\$0.00	\$108.26	\$79.88	\$18.69	\$42.52	\$13.69	\$149.96	\$1,002.20
			\$0.00	\$0.00	\$1,288.41	\$1,288.41	\$1,288.41	\$1,288.41	\$1,288.41		
1233 Tharp, Jason L	04/15/2016	250.00		.00	.77	15.50	3.63	6.98	2.32	.00	220.80
			.00	.00	250.00	250.00	250.00	250.00	250.00		
		\$250.00		\$0.00	\$0.77	\$15.50	\$3.63	\$6.98	\$2.32	\$0.00	\$220.80
			\$0.00	\$0.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00		
Department Animal - Animal Shelter		\$26,504.36		\$0.00	\$2,621.22	\$1,528.44	\$357.44	\$791.11	\$262.97	\$2,599.00	\$18,344.18
			\$0.00	\$0.00	\$24,626.92	\$24,651.92	\$24,651.92	\$24,626.92	\$24,626.92		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department BPS - Board of Public Safety											
10000 Bradford, Marsha 0076	04/15/2016	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	\$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		
1234 Fuentes-Rohwer, Luis	04/15/2016	24.40		.00	.00	1.51	.35	.00	.00	.00	22.54
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40	\$0.00	\$0.00	\$0.00	\$1.51	\$0.35	\$0.00	\$0.00	\$0.00	\$22.54
			\$0.00	\$0.00	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40		
1213 Gray, Kim A	04/15/2016	24.40		.00	.00	1.51	.35	.00	.00	.00	22.54
			.00	.00	24.40	24.40	24.40	24.40	24.40		
		\$24.40	\$0.00	\$0.00	\$0.00	\$1.51	\$0.35	\$0.00	\$0.00	\$0.00	\$22.54
			\$0.00	\$0.00	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40		
10000 Vance, William A 2738	04/15/2016	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	\$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		
661 Yoon, Susan J	04/15/2016	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	\$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		
Department BPS - Board of Public		\$122.00	\$0.00	\$0.00	\$0.00	\$7.55	\$1.78	\$0.00	\$0.00	\$0.00	\$112.67
			\$0.00	\$0.00	\$122.00	\$122.00	\$122.00	\$122.00	\$122.00		
Department CFRD - Community & Family Resources											
10000 Calender-Anderson, 2518 Beverly	04/15/2016	3,263.38		.00	555.80	194.75	45.55	101.56	33.70	147.29	2,184.73
			.00	.00	3,116.09	3,141.09	3,141.09	3,116.09	3,116.09		
		\$3,263.38	\$0.00	\$0.00	\$555.80	\$194.75	\$45.55	\$101.56	\$33.70	\$147.29	\$2,184.73
			\$0.00	\$0.00	\$3,116.09	\$3,141.09	\$3,141.09	\$3,116.09	\$3,116.09		
44 Gill, Usha P	04/15/2016	226.50		.00	.00	14.04	3.29	6.21	2.06	.00	200.90
			.00	.00	226.50	226.50	226.50	226.50	226.50		
		\$226.50	\$0.00	\$0.00	\$0.00	\$14.04	\$3.29	\$6.21	\$2.06	\$0.00	\$200.90
			\$0.00	\$0.00	\$226.50	\$226.50	\$226.50	\$226.50	\$226.50		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department CFRD - Community & Family Resources											
791 Gomez, Araceli	04/15/2016	1,360.52		.00	144.57	82.15	19.21	42.46	14.09	44.20	1,013.84
			.00	.00	1,325.04	1,325.04	1,325.04	1,325.04	1,325.04		
		\$1,360.52		\$0.00	\$144.57	\$82.15	\$19.21	\$42.46	\$14.09	\$44.20	\$1,013.84
			\$0.00	\$0.00	\$1,325.04	\$1,325.04	\$1,325.04	\$1,325.04	\$1,325.04		
983 Green, Stefanie A	04/15/2016	1,392.70		.00	166.81	81.69	19.10	43.48	14.43	90.86	976.33
			.00	.00	1,317.52	1,317.52	1,317.52	1,317.52	1,317.52		
		\$1,392.70		\$0.00	\$166.81	\$81.69	\$19.10	\$43.48	\$14.43	\$90.86	\$976.33
			\$0.00	\$0.00	\$1,317.52	\$1,317.52	\$1,317.52	\$1,317.52	\$1,317.52		
949 Hasan, Rafi K II	04/15/2016	2,040.01		.00	143.01	107.00	25.03	51.49	17.09	371.23	1,325.16
			.00	.00	1,675.82	1,725.82	1,725.82	1,675.82	1,675.82		
		\$2,040.01		\$0.00	\$143.01	\$107.00	\$25.03	\$51.49	\$17.09	\$371.23	\$1,325.16
			\$0.00	\$0.00	\$1,675.82	\$1,725.82	\$1,725.82	\$1,675.82	\$1,675.82		
10000 Owens, Sue 0370	04/15/2016	2,122.46		.00	240.45	129.04	30.18	67.20	22.30	117.20	1,516.09
			.00	.00	2,036.32	2,081.32	2,081.32	2,036.32	2,036.32		
		\$2,122.46		\$0.00	\$240.45	\$129.04	\$30.18	\$67.20	\$22.30	\$117.20	\$1,516.09
			\$0.00	\$0.00	\$2,036.32	\$2,081.32	\$2,081.32	\$2,036.32	\$2,036.32		
10000 Savich, Elizabeth D 0433	04/15/2016	2,157.38		.00	108.78	111.43	26.06	30.71	10.19	1,277.73	592.48
			.00	.00	930.67	1,797.33	1,797.33	930.67	930.67		
		\$2,157.38		\$0.00	\$108.78	\$111.43	\$26.06	\$30.71	\$10.19	\$1,277.73	\$592.48
			\$0.00	\$0.00	\$930.67	\$1,797.33	\$1,797.33	\$930.67	\$930.67		
10000 Schaich, Lucy 0434	04/15/2016	1,797.37		.00	161.82	108.59	25.40	56.53	18.76	62.94	1,363.33
			.00	.00	1,751.53	1,751.53	1,751.53	1,751.53	1,751.53		
		\$1,797.37		\$0.00	\$161.82	\$108.59	\$25.40	\$56.53	\$18.76	\$62.94	\$1,363.33
			\$0.00	\$0.00	\$1,751.53	\$1,751.53	\$1,751.53	\$1,751.53	\$1,751.53		
845 Shermis, Michael H	04/15/2016	1,981.15		.00	235.51	119.96	28.06	59.28	20.09	184.11	1,334.14
			.00	.00	1,834.93	1,934.93	1,934.93	1,834.93	1,834.93		
		\$1,981.15		\$0.00	\$235.51	\$119.96	\$28.06	\$59.28	\$20.09	\$184.11	\$1,334.14
			\$0.00	\$0.00	\$1,834.93	\$1,934.93	\$1,934.93	\$1,834.93	\$1,834.93		
10000 Woolery, Nancy 0530	04/15/2016	2,110.81		.00	320.74	125.87	29.43	66.66	22.12	152.00	1,393.99
			.00	.00	2,020.09	2,030.09	2,030.09	2,020.09	2,020.09		
		\$2,110.81		\$0.00	\$320.74	\$125.87	\$29.43	\$66.66	\$22.12	\$152.00	\$1,393.99
			\$0.00	\$0.00	\$2,020.09	\$2,030.09	\$2,030.09	\$2,020.09	\$2,020.09		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department CFRD - Community &		\$18,452.28		\$0.00	\$2,077.49	\$1,074.52	\$251.31	\$525.58	\$174.83	\$2,447.56	\$11,900.99
			\$0.00	\$0.00	\$16,234.51	\$17,331.17	\$17,331.17	\$16,234.51	\$16,234.51		
Department Clerk - Clerk											
10000 Bolden, F Nicole 3502	04/15/2016	2,031.73		.00	182.28	117.05	27.37	58.50	19.41	184.43	1,442.69
			.00	.00	1,887.97	1,887.97	1,887.97	1,887.97	1,887.97		
		\$2,031.73		\$0.00	\$182.28	\$117.05	\$27.37	\$58.50	\$19.41	\$184.43	\$1,442.69
			\$0.00	\$0.00	\$1,887.97	\$1,887.97	\$1,887.97	\$1,887.97	\$1,887.97		
1203 Gunn, Romika	04/15/2016	162.72		.00	.00	10.09	2.35	4.10	1.36	.00	144.82
			.00	.00	162.72	162.72	162.72	162.72	162.72		
		\$162.72		\$0.00	\$0.00	\$10.09	\$2.35	\$4.10	\$1.36	\$0.00	\$144.82
			\$0.00	\$0.00	\$162.72	\$162.72	\$162.72	\$162.72	\$162.72		
1184 Hilderbrand, Martha L	04/15/2016	1,248.83		.00	63.97	60.04	14.04	31.96	10.61	284.03	784.18
			.00	.00	968.50	968.50	968.50	968.50	968.50		
		\$1,248.83		\$0.00	\$63.97	\$60.04	\$14.04	\$31.96	\$10.61	\$284.03	\$784.18
			\$0.00	\$0.00	\$968.50	\$968.50	\$968.50	\$968.50	\$968.50		
1204 Smith, Jasmine	04/15/2016	204.03		.00	11.75	12.66	2.96	6.73	2.04	.00	167.89
			.00	.00	204.03	204.03	204.03	204.03	204.03		
		\$204.03		\$0.00	\$11.75	\$12.66	\$2.96	\$6.73	\$2.04	\$0.00	\$167.89
			\$0.00	\$0.00	\$204.03	\$204.03	\$204.03	\$204.03	\$204.03		
10000 Wanzer, Susan P 0502	04/15/2016	669.09		.00	5.66	33.55	7.85	16.59	5.51	157.30	442.63
			.00	.00	541.23	541.23	541.23	541.23	541.23		
		\$669.09		\$0.00	\$5.66	\$33.55	\$7.85	\$16.59	\$5.51	\$157.30	\$442.63
			\$0.00	\$0.00	\$541.23	\$541.23	\$541.23	\$541.23	\$541.23		
Department Clerk - Clerk Totals		\$4,316.40		\$0.00	\$263.66	\$233.39	\$54.57	\$117.88	\$38.93	\$625.76	\$2,982.21
			\$0.00	\$0.00	\$3,764.45	\$3,764.45	\$3,764.45	\$3,764.45	\$3,764.45		
Department Controller - Controller											
10000 Baker, Julie 3138	04/15/2016	1,303.19		.00	146.31	74.87	17.51	42.87	12.57	178.99	830.07
			.00	.00	1,147.52	1,207.52	1,207.52	1,147.52	1,147.52		
		\$1,303.19		\$0.00	\$146.31	\$74.87	\$17.51	\$42.87	\$12.57	\$178.99	\$830.07
			\$0.00	\$0.00	\$1,147.52	\$1,207.52	\$1,207.52	\$1,147.52	\$1,147.52		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Controller - Controller											
10000 Beasley, Lori L 1371	04/15/2016	1,438.76		.00	151.71	75.44	17.64	70.16	21.29	276.35	826.17
			.00	.00	1,216.83	1,216.83	1,216.83	1,216.83	1,216.83		
		\$1,438.76		\$0.00	\$151.71	\$75.44	\$17.64	\$70.16	\$21.29	\$276.35	\$826.17
			\$0.00	\$0.00	\$1,216.83	\$1,216.83	\$1,216.83	\$1,216.83	\$1,216.83		
10000 Dean, Denise D 0248	04/15/2016	1,723.86		.00	134.83	97.07	22.70	47.09	19.05	275.44	1,127.68
			.00	.00	1,465.51	1,565.51	1,565.51	1,465.51	1,465.51		
		\$1,723.86		\$0.00	\$134.83	\$97.07	\$22.70	\$47.09	\$19.05	\$275.44	\$1,127.68
			\$0.00	\$0.00	\$1,465.51	\$1,565.51	\$1,565.51	\$1,465.51	\$1,465.51		
10000 Langley, Renee D 0302	04/15/2016	1,564.70		.00	104.95	84.71	19.81	41.79	16.46	333.05	963.93
			.00	.00	1,266.34	1,366.34	1,366.34	1,266.34	1,266.34		
		\$1,564.70		\$0.00	\$104.95	\$84.71	\$19.81	\$41.79	\$16.46	\$333.05	\$963.93
			\$0.00	\$0.00	\$1,266.34	\$1,366.34	\$1,366.34	\$1,266.34	\$1,266.34		
10000 Martindale, Julie A 0596	04/15/2016	2,240.86		.00	375.49	136.34	31.88	77.57	24.08	80.40	1,515.10
			.00	.00	2,199.06	2,199.06	2,199.06	2,199.06	2,199.06		
		\$2,240.86		\$0.00	\$375.49	\$136.34	\$31.88	\$77.57	\$24.08	\$80.40	\$1,515.10
			\$0.00	\$0.00	\$2,199.06	\$2,199.06	\$2,199.06	\$2,199.06	\$2,199.06		
10000 McGlothlin, Kelly S 0331	04/15/2016	1,693.86		.00	175.89	96.65	22.61	50.62	16.80	173.08	1,158.21
			.00	.00	1,533.81	1,558.81	1,558.81	1,533.81	1,533.81		
		\$1,693.86		\$0.00	\$175.89	\$96.65	\$22.61	\$50.62	\$16.80	\$173.08	\$1,158.21
			\$0.00	\$0.00	\$1,533.81	\$1,558.81	\$1,558.81	\$1,533.81	\$1,533.81		
10000 McMillian, Jeffrey D 0335	04/15/2016	2,746.14		.00	489.25	160.89	37.63	132.33	27.32	336.77	1,561.95
			.00	.00	2,494.97	2,594.97	2,594.97	2,494.97	2,494.97		
		\$2,746.14		\$0.00	\$489.25	\$160.89	\$37.63	\$132.33	\$27.32	\$336.77	\$1,561.95
			\$0.00	\$0.00	\$2,494.97	\$2,594.97	\$2,594.97	\$2,494.97	\$2,494.97		
10000 Mitchner, Tamara 1316	04/15/2016	2,112.21		.00	273.05	125.82	29.43	60.37	20.03	329.39	1,274.12
			.00	.00	1,829.33	2,029.33	2,029.33	1,829.33	1,829.33		
		\$2,112.21		\$0.00	\$273.05	\$125.82	\$29.43	\$60.37	\$20.03	\$329.39	\$1,274.12
			\$0.00	\$0.00	\$1,829.33	\$2,029.33	\$2,029.33	\$1,829.33	\$1,829.33		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Controller - Controller											
10000 Reynolds, Beth A 1943	04/15/2016	1,396.78		.00	91.00	78.89	18.45	40.39	13.40	181.99	972.66
			.00	.00	1,262.43	1,272.43	1,272.43	1,262.43	1,262.43		
		\$1,396.78		\$0.00	\$91.00	\$78.89	\$18.45	\$40.39	\$13.40	\$181.99	\$972.66
			\$0.00	\$0.00	\$1,262.43	\$1,272.43	\$1,272.43	\$1,262.43	\$1,262.43		
10000 Silkworth, Amy L 0457	04/15/2016	1,414.27		.00	132.50	68.12	15.93	35.93	11.92	338.54	811.33
			.00	.00	1,088.76	1,098.76	1,098.76	1,088.76	1,088.76		
		\$1,414.27		\$0.00	\$132.50	\$68.12	\$15.93	\$35.93	\$11.92	\$338.54	\$811.33
			\$0.00	\$0.00	\$1,088.76	\$1,098.76	\$1,098.76	\$1,088.76	\$1,088.76		
884 Smith, Samuel D	04/15/2016	2,601.39		.00	232.57	150.58	35.22	77.61	25.75	285.25	1,794.41
			.00	.00	2,428.69	2,428.69	2,428.69	2,428.69	2,428.69		
		\$2,601.39		\$0.00	\$232.57	\$150.58	\$35.22	\$77.61	\$25.75	\$285.25	\$1,794.41
			\$0.00	\$0.00	\$2,428.69	\$2,428.69	\$2,428.69	\$2,428.69	\$2,428.69		
834 Underwood, Jeffrey H	04/15/2016	3,583.50		.00	674.55	214.54	50.17	113.37	37.62	163.56	2,329.69
			.00	.00	3,435.30	3,460.30	3,460.30	3,435.30	3,435.30		
		\$3,583.50		\$0.00	\$674.55	\$214.54	\$50.17	\$113.37	\$37.62	\$163.56	\$2,329.69
			\$0.00	\$0.00	\$3,435.30	\$3,460.30	\$3,460.30	\$3,435.30	\$3,435.30		
10000 Waters, Laurel L 0514	04/15/2016	1,575.73		.00	117.32	86.72	20.29	44.51	14.77	266.80	1,025.32
			.00	.00	1,348.79	1,398.79	1,398.79	1,348.79	1,348.79		
		\$1,575.73		\$0.00	\$117.32	\$86.72	\$20.29	\$44.51	\$14.77	\$266.80	\$1,025.32
			\$0.00	\$0.00	\$1,348.79	\$1,398.79	\$1,398.79	\$1,348.79	\$1,348.79		
Department Controller - Controller		\$25,395.25		\$0.00	\$3,099.42	\$1,450.64	\$339.27	\$834.61	\$261.06	\$3,219.61	\$16,190.64
			\$0.00	\$0.00	\$22,717.34	\$23,397.34	\$23,397.34	\$22,717.34	\$22,717.34		
Department Council - Council											
1196 Chopra, Allison	04/15/2016	584.54		.00	.00	36.24	8.47	16.75	5.56	.00	517.52
			.00	.00	584.54	584.54	584.54	584.54	584.54		
		\$584.54		\$0.00	\$0.00	\$36.24	\$8.47	\$16.75	\$5.56	\$0.00	\$517.52
			\$0.00	\$0.00	\$584.54	\$584.54	\$584.54	\$584.54	\$584.54		
231 Granger, Dorothy J	04/15/2016	584.54		.00	21.67	28.45	6.66	13.88	4.60	125.56	383.72
			.00	.00	458.98	458.98	458.98	458.98	458.98		
		\$584.54		\$0.00	\$21.67	\$28.45	\$6.66	\$13.88	\$4.60	\$125.56	\$383.72
			\$0.00	\$0.00	\$458.98	\$458.98	\$458.98	\$458.98	\$458.98		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Council - Council											
1210 Kerr, Tyler TC	04/15/2016	363.00		.00	12.07	22.51	5.26	10.71	3.55	.00	308.90
			.00	.00	363.00	363.00	363.00	363.00	363.00		
		\$363.00		\$0.00	\$12.07	\$22.51	\$5.26	\$10.71	\$3.55	\$0.00	\$308.90
			\$0.00	\$0.00	\$363.00	\$363.00	\$363.00	\$363.00	\$363.00		
10000 Mayer, Timothy 0327	04/15/2016	584.54		.00	31.97	25.18	5.89	13.41	4.45	178.33	325.31
			.00	.00	406.21	406.21	406.21	406.21	406.21		
		\$584.54		\$0.00	\$31.97	\$25.18	\$5.89	\$13.41	\$4.45	\$178.33	\$325.31
			\$0.00	\$0.00	\$406.21	\$406.21	\$406.21	\$406.21	\$406.21		
10000 Piedmont-Smith, Isabel 3098 M	04/15/2016	584.54		.00	9.99	36.24	8.47	18.02	5.98	.00	505.84
			.00	.00	584.54	584.54	584.54	584.54	584.54		
		\$584.54		\$0.00	\$9.99	\$36.24	\$8.47	\$18.02	\$5.98	\$0.00	\$505.84
			\$0.00	\$0.00	\$584.54	\$584.54	\$584.54	\$584.54	\$584.54		
10000 Rhoads, Stacy Jane 2283	04/15/2016	2,163.47		.00	296.97	132.10	30.90	67.40	22.36	90.17	1,523.57
			.00	.00	2,080.76	2,130.76	2,130.76	2,080.76	2,080.76		
		\$2,163.47		\$0.00	\$296.97	\$132.10	\$30.90	\$67.40	\$22.36	\$90.17	\$1,523.57
			\$0.00	\$0.00	\$2,080.76	\$2,130.76	\$2,130.76	\$2,080.76	\$2,080.76		
971 Rogers, Jillian M	04/15/2016	361.70		.00	11.94	22.43	5.24	10.67	3.54	.00	307.88
			.00	.00	361.70	361.70	361.70	361.70	361.70		
		\$361.70		\$0.00	\$11.94	\$22.43	\$5.24	\$10.67	\$3.54	\$0.00	\$307.88
			\$0.00	\$0.00	\$361.70	\$361.70	\$361.70	\$361.70	\$361.70		
10000 Rollo, David R 1776	04/15/2016	584.54		.00	9.99	36.25	8.48	18.02	5.98	.00	505.82
			.00	.00	584.54	584.54	584.54	584.54	584.54		
		\$584.54		\$0.00	\$9.99	\$36.25	\$8.48	\$18.02	\$5.98	\$0.00	\$505.82
			\$0.00	\$0.00	\$584.54	\$584.54	\$584.54	\$584.54	\$584.54		
10000 Ruff, Andrew J 0422	04/15/2016	584.54		.00	138.03	28.45	6.66	13.88	4.60	125.56	267.36
			.00	.00	458.98	458.98	458.98	458.98	458.98		
		\$584.54		\$0.00	\$138.03	\$28.45	\$6.66	\$13.88	\$4.60	\$125.56	\$267.36
			\$0.00	\$0.00	\$458.98	\$458.98	\$458.98	\$458.98	\$458.98		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Council - Council											
10000 Sandberg, Susan J 2577	04/15/2016	584.54		.00	96.34	36.02	8.42	17.90	5.94	3.52	416.40
			.00	.00	581.02	581.02	581.02	581.02	581.02		
		\$584.54		\$0.00	\$96.34	\$36.02	\$8.42	\$17.90	\$5.94	\$3.52	\$416.40
			\$0.00	\$0.00	\$581.02	\$581.02	\$581.02	\$581.02	\$581.02		
10000 Sherman, Daniel 0448	04/15/2016	3,194.28		.00	650.00	189.35	44.28	90.00	23.34	1,074.13	1,123.18
			.00	.00	2,131.17	3,054.17	3,054.17	2,131.17	2,131.17		
		\$3,194.28		\$0.00	\$650.00	\$189.35	\$44.28	\$90.00	\$23.34	\$1,074.13	\$1,123.18
			\$0.00	\$0.00	\$2,131.17	\$3,054.17	\$3,054.17	\$2,131.17	\$2,131.17		
10000 Sturbaum, Chris W 2037	04/15/2016	584.54		.00	75.00	22.79	5.33	9.60	3.18	216.80	251.84
			.00	.00	367.74	367.74	367.74	367.74	367.74		
		\$584.54		\$0.00	\$75.00	\$22.79	\$5.33	\$9.60	\$3.18	\$216.80	\$251.84
			\$0.00	\$0.00	\$367.74	\$367.74	\$367.74	\$367.74	\$367.74		
10000 Volan, Stephen G 2038	04/15/2016	584.54		.00	23.15	29.37	6.87	14.37	4.77	110.75	395.26
			.00	.00	473.79	473.79	473.79	473.79	473.79		
		\$584.54		\$0.00	\$23.15	\$29.37	\$6.87	\$14.37	\$4.77	\$110.75	\$395.26
			\$0.00	\$0.00	\$473.79	\$473.79	\$473.79	\$473.79	\$473.79		
Department Council - Council Totals		\$11,343.31		\$0.00	\$1,377.12	\$645.38	\$150.93	\$314.61	\$97.85	\$1,924.82	\$6,832.60
			\$0.00	\$0.00	\$9,436.97	\$10,409.97	\$10,409.97	\$9,436.97	\$9,436.97		
Department ESD - Economic & Sustainable Dev											
10000 Bauer, Jacqueline M 2288	04/15/2016	2,102.46		.00	118.09	130.80	30.59	48.55	16.53	600.00	1,157.90
			.00	.00	1,509.71	2,109.71	2,109.71	1,509.71	1,509.71		
		\$2,102.46		\$0.00	\$118.09	\$130.80	\$30.59	\$48.55	\$16.53	\$600.00	\$1,157.90
			\$0.00	\$0.00	\$1,509.71	\$2,109.71	\$2,109.71	\$1,509.71	\$1,509.71		
445 Carnes, Jason C	04/15/2016	2,203.02		.00	219.84	126.00	29.46	67.07	22.25	187.46	1,550.94
			.00	.00	2,032.29	2,032.29	2,032.29	2,032.29	2,032.29		
		\$2,203.02		\$0.00	\$219.84	\$126.00	\$29.46	\$67.07	\$22.25	\$187.46	\$1,550.94
			\$0.00	\$0.00	\$2,032.29	\$2,032.29	\$2,032.29	\$2,032.29	\$2,032.29		
1202 Duemler, Jaclyn	04/15/2016	620.00		.00	16.45	34.87	8.16	17.29	5.74	61.74	475.75
			.00	.00	562.54	562.54	562.54	562.54	562.54		
		\$620.00		\$0.00	\$16.45	\$34.87	\$8.16	\$17.29	\$5.74	\$61.74	\$475.75
			\$0.00	\$0.00	\$562.54	\$562.54	\$562.54	\$562.54	\$562.54		



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Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ESD - Economic & Sustainable Dev											
999 Otto, Alexander K	04/15/2016	241.70		.00	15.52	14.98	3.50	6.71	2.23	.00	198.76
			.00	.00	241.70	241.70	241.70	241.70	241.70		
		\$241.70	\$0.00	\$0.00	\$15.52	\$14.98	\$3.50	\$6.71	\$2.23	\$0.00	\$198.76
			\$0.00	\$0.00	\$241.70	\$241.70	\$241.70	\$241.70	\$241.70		
1186 Williamson, Linda S	04/15/2016	3,263.38		.00	411.16	203.03	47.48	108.06	35.86	.00	2,457.79
			.00	.00	3,274.64	3,274.64	3,274.64	3,274.64	3,274.64		
		\$3,263.38	\$0.00	\$0.00	\$411.16	\$203.03	\$47.48	\$108.06	\$35.86	\$0.00	\$2,457.79
			\$0.00	\$0.00	\$3,274.64	\$3,274.64	\$3,274.64	\$3,274.64	\$3,274.64		
Department ESD - Economic &		\$8,430.56	\$0.00	\$0.00	\$781.06	\$509.68	\$119.19	\$247.68	\$82.61	\$849.20	\$5,841.14
			\$0.00	\$0.00	\$7,620.88	\$8,220.88	\$8,220.88	\$7,620.88	\$7,620.88		
Department Facilities - Facilities Maintenance											
10000 Burch, Evan G 3828	04/15/2016	961.92		.00	84.58	57.35	13.41	29.26	9.71	40.17	727.44
			.00	.00	925.07	925.07	925.07	925.07	925.07		
		\$961.92	\$0.00	\$0.00	\$84.58	\$57.35	\$13.41	\$29.26	\$9.71	\$40.17	\$727.44
			\$0.00	\$0.00	\$925.07	\$925.07	\$925.07	\$925.07	\$925.07		
10000 Collins, Barry 0111	04/15/2016	2,269.23		.00	248.60	137.89	32.24	73.39	24.35	71.91	1,680.85
			.00	.00	2,224.01	2,224.01	2,224.01	2,224.01	2,224.01		
		\$2,269.23	\$0.00	\$0.00	\$248.60	\$137.89	\$32.24	\$73.39	\$24.35	\$71.91	\$1,680.85
			\$0.00	\$0.00	\$2,224.01	\$2,224.01	\$2,224.01	\$2,224.01	\$2,224.01		
892 Daily, Ryan D	04/15/2016	2,320.90		.00	341.96	140.17	32.78	73.34	24.33	60.17	1,648.15
			.00	.00	2,260.73	2,260.73	2,260.73	2,260.73	2,260.73		
		\$2,320.90	\$0.00	\$0.00	\$341.96	\$140.17	\$32.78	\$73.34	\$24.33	\$60.17	\$1,648.15
			\$0.00	\$0.00	\$2,260.73	\$2,260.73	\$2,260.73	\$2,260.73	\$2,260.73		
10000 Flake, Russell K 3642	04/15/2016	1,730.80		.00	249.73	107.63	25.17	57.29	19.01	84.86	1,187.11
			.00	.00	1,736.05	1,736.05	1,736.05	1,736.05	1,736.05		
		\$1,730.80	\$0.00	\$0.00	\$249.73	\$107.63	\$25.17	\$57.29	\$19.01	\$84.86	\$1,187.11
			\$0.00	\$0.00	\$1,736.05	\$1,736.05	\$1,736.05	\$1,736.05	\$1,736.05		
898 Goodman, Jessica D	04/15/2016	1,185.66		.00	124.89	64.36	15.05	32.99	10.95	153.01	784.41
			.00	.00	1,038.08	1,038.08	1,038.08	1,038.08	1,038.08		
		\$1,185.66	\$0.00	\$0.00	\$124.89	\$64.36	\$15.05	\$32.99	\$10.95	\$153.01	\$784.41
			\$0.00	\$0.00	\$1,038.08	\$1,038.08	\$1,038.08	\$1,038.08	\$1,038.08		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Facilities - Facilities Maintenance											
902 McPike, Michael S	04/15/2016	592.80		.00	.00	36.75	8.59	17.02	5.65	.00	524.79
			.00	.00	592.80	592.80	592.80	592.80	592.80		
		\$592.80		\$0.00	\$0.00	\$36.75	\$8.59	\$17.02	\$5.65	\$0.00	\$524.79
			\$0.00	\$0.00	\$592.80	\$592.80	\$592.80	\$592.80	\$592.80		
444 Remillard, Peter G	04/15/2016	570.00		.00	32.77	35.34	8.26	18.81	6.24	.00	468.58
			.00	.00	570.00	570.00	570.00	570.00	570.00		
		\$570.00		\$0.00	\$32.77	\$35.34	\$8.26	\$18.81	\$6.24	\$0.00	\$468.58
			\$0.00	\$0.00	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00		
899 Sallade, George C	04/15/2016	1,185.66		.00	121.28	62.87	14.71	35.46	17.75	175.74	757.85
			.00	.00	1,014.01	1,014.01	1,014.01	1,014.01	1,014.01		
		\$1,185.66		\$0.00	\$121.28	\$62.87	\$14.71	\$35.46	\$17.75	\$175.74	\$757.85
			\$0.00	\$0.00	\$1,014.01	\$1,014.01	\$1,014.01	\$1,014.01	\$1,014.01		
900 Sowders, Zachary F	04/15/2016	1,255.65		.00	102.39	74.37	17.39	38.32	12.71	60.17	950.30
			.00	.00	1,199.57	1,199.57	1,199.57	1,199.57	1,199.57		
		\$1,255.65		\$0.00	\$102.39	\$74.37	\$17.39	\$38.32	\$12.71	\$60.17	\$950.30
			\$0.00	\$0.00	\$1,199.57	\$1,199.57	\$1,199.57	\$1,199.57	\$1,199.57		
901 Umphress, Dalton J	04/15/2016	770.64		.00	79.06	45.42	10.62	22.90	7.60	41.93	563.11
			.00	.00	732.52	732.52	732.52	732.52	732.52		
		\$770.64		\$0.00	\$79.06	\$45.42	\$10.62	\$22.90	\$7.60	\$41.93	\$563.11
			\$0.00	\$0.00	\$732.52	\$732.52	\$732.52	\$732.52	\$732.52		
10000 Wallock, Barry G 3578	04/15/2016	1,289.20		.00	131.91	76.91	17.98	39.67	13.16	76.96	932.61
			.00	.00	1,240.60	1,240.60	1,240.60	1,240.60	1,240.60		
		\$1,289.20		\$0.00	\$131.91	\$76.91	\$17.98	\$39.67	\$13.16	\$76.96	\$932.61
			\$0.00	\$0.00	\$1,240.60	\$1,240.60	\$1,240.60	\$1,240.60	\$1,240.60		
Department Facilities - Facilities		\$14,132.46		\$0.00	\$1,517.17	\$839.06	\$196.20	\$438.45	\$151.46	\$764.92	\$10,225.20
			\$0.00	\$0.00	\$13,533.44	\$13,533.44	\$13,533.44	\$13,533.44	\$13,533.44		
Department Fleet - Fleet Maintenance											
10000 Bowlen, Lisa R 0074	04/15/2016	1,469.37		.00	170.49	84.45	19.75	44.29	14.70	132.37	1,003.32
			.00	.00	1,342.07	1,362.07	1,362.07	1,342.07	1,342.07		
		\$1,469.37		\$0.00	\$170.49	\$84.45	\$19.75	\$44.29	\$14.70	\$132.37	\$1,003.32
			\$0.00	\$0.00	\$1,342.07	\$1,362.07	\$1,362.07	\$1,342.07	\$1,342.07		



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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 Goble, Scott D 0210	04/15/2016	1,764.80		.00	171.72	106.11	24.81	56.48	18.74	142.12	1,244.82
			.00	.00	1,711.48	1,711.48	1,711.48	1,711.48	1,711.48		
		\$1,764.80	\$0.00	\$0.00	\$171.72	\$106.11	\$24.81	\$56.48	\$18.74	\$142.12	\$1,244.82
			\$0.00	\$0.00	\$1,711.48	\$1,711.48	\$1,711.48	\$1,711.48	\$1,711.48		
913 Hash, Robert Blake	04/15/2016	1,480.00		.00	169.21	82.67	19.34	44.01	14.60	181.14	969.03
			.00	.00	1,333.51	1,333.51	1,333.51	1,333.51	1,333.51		
		\$1,480.00	\$0.00	\$0.00	\$169.21	\$82.67	\$19.34	\$44.01	\$14.60	\$181.14	\$969.03
			\$0.00	\$0.00	\$1,333.51	\$1,333.51	\$1,333.51	\$1,333.51	\$1,333.51		
10000 Lazell, Lisa 0304	04/15/2016	1,594.45		.00	177.31	95.68	22.38	49.66	36.05	56.65	1,156.72
			.00	.00	1,543.30	1,543.30	1,543.30	1,543.30	1,543.30		
		\$1,594.45	\$0.00	\$0.00	\$177.31	\$95.68	\$22.38	\$49.66	\$36.05	\$56.65	\$1,156.72
			\$0.00	\$0.00	\$1,543.30	\$1,543.30	\$1,543.30	\$1,543.30	\$1,543.30		
914 Robinson, Frank L	04/15/2016	1,480.00		.00	122.19	81.50	19.07	48.38	17.09	618.50	573.27
			.00	.00	1,314.58	1,314.58	1,314.58	1,314.58	1,314.58		
		\$1,480.00	\$0.00	\$0.00	\$122.19	\$81.50	\$19.07	\$48.38	\$17.09	\$618.50	\$573.27
			\$0.00	\$0.00	\$1,314.58	\$1,314.58	\$1,314.58	\$1,314.58	\$1,314.58		
10000 Rushton, Bradley C 2061	04/15/2016	1,818.00		.00	200.58	95.44	22.31	50.80	16.86	392.50	1,039.51
			.00	.00	1,539.44	1,539.44	1,539.44	1,539.44	1,539.44		
		\$1,818.00	\$0.00	\$0.00	\$200.58	\$95.44	\$22.31	\$50.80	\$16.86	\$392.50	\$1,039.51
			\$0.00	\$0.00	\$1,539.44	\$1,539.44	\$1,539.44	\$1,539.44	\$1,539.44		
1123 Sciscoe, Michael G	04/15/2016	1,441.60		.00	108.62	89.69	20.98	46.47	24.64	33.93	1,117.27
			.00	.00	1,446.57	1,446.57	1,446.57	1,446.57	1,446.57		
		\$1,441.60	\$0.00	\$0.00	\$108.62	\$89.69	\$20.98	\$46.47	\$24.64	\$33.93	\$1,117.27
			\$0.00	\$0.00	\$1,446.57	\$1,446.57	\$1,446.57	\$1,446.57	\$1,446.57		
10000 Sharp, Keith L 0445	04/15/2016	1,801.60		.00	146.67	95.76	22.40	50.97	16.91	338.41	1,130.48
			.00	.00	1,544.49	1,544.49	1,544.49	1,544.49	1,544.49		
		\$1,801.60	\$0.00	\$0.00	\$146.67	\$95.76	\$22.40	\$50.97	\$16.91	\$338.41	\$1,130.48
			\$0.00	\$0.00	\$1,544.49	\$1,544.49	\$1,544.49	\$1,544.49	\$1,544.49		
815 Smith, James M	04/15/2016	1,808.17		.00	223.77	104.29	24.40	53.86	17.87	242.27	1,141.71
			.00	.00	1,632.18	1,682.18	1,682.18	1,632.18	1,632.18		
		\$1,808.17	\$0.00	\$0.00	\$223.77	\$104.29	\$24.40	\$53.86	\$17.87	\$242.27	\$1,141.71
			\$0.00	\$0.00	\$1,632.18	\$1,682.18	\$1,682.18	\$1,632.18	\$1,632.18		



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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 Young, Michael K 0537	04/15/2016	2,358.97		.00	443.21	155.62	36.39	82.83	27.48	40.17	1,573.27
			.00	.00	2,509.94	2,509.94	2,509.94	2,509.94	2,509.94		
		\$2,358.97		\$0.00	\$443.21	\$155.62	\$36.39	\$82.83	\$27.48	\$40.17	\$1,573.27
			\$0.00	\$0.00	\$2,509.94	\$2,509.94	\$2,509.94	\$2,509.94	\$2,509.94		
Department Fleet - Fleet Maintenance											
		\$17,016.96		\$0.00	\$1,933.77	\$991.21	\$231.83	\$527.75	\$204.94	\$2,178.06	\$10,949.40
			\$0.00	\$0.00	\$15,917.56	\$15,987.56	\$15,987.56	\$15,917.56	\$15,917.56		
Department HR - Human Resources											
10000 Chestnut, Janice E 0103	04/15/2016	1,777.83		.00	149.91	96.41	22.54	39.76	13.19	592.73	863.29
			.00	.00	1,204.88	1,554.88	1,554.88	1,204.88	1,204.88		
		\$1,777.83		\$0.00	\$149.91	\$96.41	\$22.54	\$39.76	\$13.19	\$592.73	\$863.29
			\$0.00	\$0.00	\$1,204.88	\$1,554.88	\$1,554.88	\$1,204.88	\$1,204.88		
10000 Danko, Brittany L 3407	04/15/2016	1,224.31		.00	139.30	70.32	16.44	37.43	12.42	93.80	854.60
			.00	.00	1,134.14	1,134.14	1,134.14	1,134.14	1,134.14		
		\$1,224.31		\$0.00	\$139.30	\$70.32	\$16.44	\$37.43	\$12.42	\$93.80	\$854.60
			\$0.00	\$0.00	\$1,134.14	\$1,134.14	\$1,134.14	\$1,134.14	\$1,134.14		
1252 Groves, Sarah A	04/15/2016	311.60		.00	22.51	19.32	4.52	10.28	3.41	.00	251.56
			.00	.00	311.60	311.60	311.60	311.60	311.60		
		\$311.60		\$0.00	\$22.51	\$19.32	\$4.52	\$10.28	\$3.41	\$0.00	\$251.56
			\$0.00	\$0.00	\$311.60	\$311.60	\$311.60	\$311.60	\$311.60		
965 Hendrix, Brenda K	04/15/2016	2,079.23		.00	289.78	123.77	28.95	62.58	51.58	190.17	1,332.40
			.00	.00	1,896.23	1,996.23	1,996.23	1,896.23	1,896.23		
		\$2,079.23		\$0.00	\$289.78	\$123.77	\$28.95	\$62.58	\$51.58	\$190.17	\$1,332.40
			\$0.00	\$0.00	\$1,896.23	\$1,996.23	\$1,996.23	\$1,896.23	\$1,896.23		
997 Pierson, Emily J	04/15/2016	2,307.69		.00	338.29	139.24	32.56	72.85	60.05	61.65	1,603.05
			.00	.00	2,246.04	2,246.04	2,246.04	2,246.04	2,246.04		
		\$2,307.69		\$0.00	\$338.29	\$139.24	\$32.56	\$72.85	\$60.05	\$61.65	\$1,603.05
			\$0.00	\$0.00	\$2,246.04	\$2,246.04	\$2,246.04	\$2,246.04	\$2,246.04		
1187 Shaw, M Caroline	04/15/2016	3,397.70		.00	444.86	211.38	49.44	112.51	37.33	.00	2,542.18
			.00	.00	3,409.42	3,409.42	3,409.42	3,409.42	3,409.42		
		\$3,397.70		\$0.00	\$444.86	\$211.38	\$49.44	\$112.51	\$37.33	\$0.00	\$2,542.18
			\$0.00	\$0.00	\$3,409.42	\$3,409.42	\$3,409.42	\$3,409.42	\$3,409.42		
Department HR - Human Resources											
		\$11,098.36		\$0.00	\$1,384.65	\$660.44	\$154.45	\$335.41	\$177.98	\$938.35	\$7,447.08
			\$0.00	\$0.00	\$10,202.31	\$10,652.31	\$10,652.31	\$10,202.31	\$10,202.31		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

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	04/15/2016	1,693.49		.00	205.51	96.66	22.61	50.18	16.65	159.11	1,142.77
			.00	.00	1,559.16	1,559.16	1,559.16	1,559.16	1,559.16		
		\$1,693.49	\$0.00	\$0.00	\$205.51	\$96.66	\$22.61	\$50.18	\$16.65	\$159.11	\$1,142.77
			\$0.00	\$0.00	\$1,559.16	\$1,559.16	\$1,559.16	\$1,559.16	\$1,559.16		
947 Brandt, Charles C	04/15/2016	2,569.62		.00	278.41	159.86	37.39	83.82	27.81	5.40	1,976.93
			.00	.00	2,578.49	2,578.49	2,578.49	2,578.49	2,578.49		
		\$2,569.62	\$0.00	\$0.00	\$278.41	\$159.86	\$37.39	\$83.82	\$27.81	\$5.40	\$1,976.93
			\$0.00	\$0.00	\$2,578.49	\$2,578.49	\$2,578.49	\$2,578.49	\$2,578.49		
1078 Davis, Ashley W	04/15/2016	707.25		.00	75.27	43.85	10.27	23.34	7.74	.00	546.78
			.00	.00	707.25	707.25	707.25	707.25	707.25		
		\$707.25	\$0.00	\$0.00	\$75.27	\$43.85	\$10.27	\$23.34	\$7.74	\$0.00	\$546.78
			\$0.00	\$0.00	\$707.25	\$707.25	\$707.25	\$707.25	\$707.25		
864 DeHart, Cassandra	04/15/2016	1,480.57		.00	33.39	84.01	19.64	40.91	13.57	141.29	1,147.76
			.00	.00	1,355.01	1,355.01	1,355.01	1,355.01	1,355.01		
		\$1,480.57	\$0.00	\$0.00	\$33.39	\$84.01	\$19.64	\$40.91	\$13.57	\$141.29	\$1,147.76
			\$0.00	\$0.00	\$1,355.01	\$1,355.01	\$1,355.01	\$1,355.01	\$1,355.01		
10000 Dietz, Richard B 2301	04/15/2016	3,263.38		.00	570.08	196.74	46.02	103.45	34.33	93.17	2,219.59
			.00	.00	3,173.21	3,173.21	3,173.21	3,173.21	3,173.21		
		\$3,263.38	\$0.00	\$0.00	\$570.08	\$196.74	\$46.02	\$103.45	\$34.33	\$93.17	\$2,219.59
			\$0.00	\$0.00	\$3,173.21	\$3,173.21	\$3,173.21	\$3,173.21	\$3,173.21		
10000 Gilliland, Linda 0207	04/15/2016	2,055.29		.00	182.69	113.75	26.60	58.89	19.54	319.07	1,334.75
			.00	.00	1,784.63	1,834.63	1,834.63	1,784.63	1,784.63		
		\$2,055.29	\$0.00	\$0.00	\$182.69	\$113.75	\$26.60	\$58.89	\$19.54	\$319.07	\$1,334.75
			\$0.00	\$0.00	\$1,784.63	\$1,834.63	\$1,834.63	\$1,784.63	\$1,784.63		
10000 Goodman, James R 0213	04/15/2016	1,757.07		.00	243.98	106.21	24.84	56.53	18.76	44.02	1,262.73
			.00	.00	1,713.05	1,713.05	1,713.05	1,713.05	1,713.05		
		\$1,757.07	\$0.00	\$0.00	\$243.98	\$106.21	\$24.84	\$56.53	\$18.76	\$44.02	\$1,262.73
			\$0.00	\$0.00	\$1,713.05	\$1,713.05	\$1,713.05	\$1,713.05	\$1,713.05		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ITS - Information & Technology Service											
10000 Goodwin, Justin E 2564	04/15/2016	1,671.10		.00	133.95	100.16	23.42	52.04	17.27	75.59	1,268.67
			.00	.00	1,615.46	1,615.46	1,615.46	1,615.46	1,615.46		
		\$1,671.10		\$0.00	\$133.95	\$100.16	\$23.42	\$52.04	\$17.27	\$75.59	\$1,268.67
			\$0.00	\$0.00	\$1,615.46	\$1,615.46	\$1,615.46	\$1,615.46	\$1,615.46		
10000 Haley, Laura M 0225	04/15/2016	2,581.87		.00	308.26	155.41	36.35	74.03	24.56	345.98	1,637.28
			.00	.00	2,281.70	2,506.70	2,506.70	2,281.70	2,281.70		
		\$2,581.87		\$0.00	\$308.26	\$155.41	\$36.35	\$74.03	\$24.56	\$345.98	\$1,637.28
			\$0.00	\$0.00	\$2,281.70	\$2,506.70	\$2,506.70	\$2,281.70	\$2,281.70		
881 Hiester, Daniel A	04/15/2016	1,720.66		.00	141.78	103.39	24.18	53.76	17.84	58.15	1,321.56
			.00	.00	1,667.61	1,667.61	1,667.61	1,667.61	1,667.61		
		\$1,720.66		\$0.00	\$141.78	\$103.39	\$24.18	\$53.76	\$17.84	\$58.15	\$1,321.56
			\$0.00	\$0.00	\$1,667.61	\$1,667.61	\$1,667.61	\$1,667.61	\$1,667.61		
10000 Ingham, Nathan C 2476	04/15/2016	2,528.14		.00	351.49	153.38	35.87	75.86	25.17	229.30	1,657.07
			.00	.00	2,298.84	2,473.84	2,473.84	2,298.84	2,298.84		
		\$2,528.14		\$0.00	\$351.49	\$153.38	\$35.87	\$75.86	\$25.17	\$229.30	\$1,657.07
			\$0.00	\$0.00	\$2,298.84	\$2,473.84	\$2,473.84	\$2,298.84	\$2,298.84		
863 Kirk, Russell L	04/15/2016	1,595.38		.00	128.38	88.20	20.63	46.94	15.58	178.33	1,117.32
			.00	.00	1,422.55	1,422.55	1,422.55	1,422.55	1,422.55		
		\$1,595.38		\$0.00	\$128.38	\$88.20	\$20.63	\$46.94	\$15.58	\$178.33	\$1,117.32
			\$0.00	\$0.00	\$1,422.55	\$1,422.55	\$1,422.55	\$1,422.55	\$1,422.55		
5 Morrow, Eric J	04/15/2016	2,228.62		.00	303.65	135.37	31.66	70.78	23.49	61.91	1,601.76
			.00	.00	2,183.26	2,183.26	2,183.26	2,183.26	2,183.26		
		\$2,228.62		\$0.00	\$303.65	\$135.37	\$31.66	\$70.78	\$23.49	\$61.91	\$1,601.76
			\$0.00	\$0.00	\$2,183.26	\$2,183.26	\$2,183.26	\$2,183.26	\$2,183.26		
10000 Routon, Richard D 0420	04/15/2016	2,960.69		.00	533.45	184.19	43.08	99.74	31.44	107.43	1,961.36
			.00	.00	2,870.90	2,970.90	2,970.90	2,870.90	2,870.90		
		\$2,960.69		\$0.00	\$533.45	\$184.19	\$43.08	\$99.74	\$31.44	\$107.43	\$1,961.36
			\$0.00	\$0.00	\$2,870.90	\$2,970.90	\$2,970.90	\$2,870.90	\$2,870.90		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department ITS - Information & Technology Service											
10000 Schertz, Alan 2504	04/15/2016	2,618.58		.00	324.47	153.07	35.80	67.16	22.28	592.60	1,423.20
			.00	.00	2,035.01	2,469.01	2,469.01	2,035.01	2,035.01		
		\$2,618.58	\$0.00	\$0.00	\$324.47	\$153.07	\$35.80	\$67.16	\$22.28	\$592.60	\$1,423.20
			\$0.00	\$0.00	\$2,035.01	\$2,469.01	\$2,469.01	\$2,035.01	\$2,035.01		
10000 Sibó, Walid 1341	04/15/2016	2,412.62		.00	149.40	135.52	31.69	68.32	22.67	226.89	1,778.13
			.00	.00	2,185.73	2,185.73	2,185.73	2,185.73	2,185.73		
		\$2,412.62	\$0.00	\$0.00	\$149.40	\$135.52	\$31.69	\$68.32	\$22.67	\$226.89	\$1,778.13
			\$0.00	\$0.00	\$2,185.73	\$2,185.73	\$2,185.73	\$2,185.73	\$2,185.73		
594 Stier, Max C	04/15/2016	1,673.44		.00	133.39	90.26	21.11	48.05	15.10	236.67	1,128.86
			.00	.00	1,455.96	1,455.96	1,455.96	1,455.96	1,455.96		
		\$1,673.44	\$0.00	\$0.00	\$133.39	\$90.26	\$21.11	\$48.05	\$15.10	\$236.67	\$1,128.86
			\$0.00	\$0.00	\$1,455.96	\$1,455.96	\$1,455.96	\$1,455.96	\$1,455.96		
840 White, Robert A	04/15/2016	2,520.97		.00	237.89	143.12	33.47	74.91	24.86	241.33	1,765.39
			.00	.00	2,308.34	2,308.34	2,308.34	2,308.34	2,308.34		
		\$2,520.97	\$0.00	\$0.00	\$237.89	\$143.12	\$33.47	\$74.91	\$24.86	\$241.33	\$1,765.39
			\$0.00	\$0.00	\$2,308.34	\$2,308.34	\$2,308.34	\$2,308.34	\$2,308.34		
Department ITS - Information &		\$38,038.74	\$0.00	\$0.00	\$4,335.44	\$2,243.15	\$524.63	\$1,148.71	\$378.66	\$3,116.24	\$26,291.91
			\$0.00	\$0.00	\$35,196.16	\$36,180.16	\$36,180.16	\$35,196.16	\$35,196.16		
Department Legal - Legal											
1169 Behjou, Anahit	04/15/2016	2,384.62		.00	137.53	134.90	31.55	48.96	16.25	917.39	1,098.04
			.00	.00	1,483.56	2,175.86	2,175.86	1,483.56	1,483.56		
		\$2,384.62	\$0.00	\$0.00	\$137.53	\$134.90	\$31.55	\$48.96	\$16.25	\$917.39	\$1,098.04
			\$0.00	\$0.00	\$1,483.56	\$2,175.86	\$2,175.86	\$1,483.56	\$1,483.56		
833 Cameron, Thomas	04/15/2016	2,520.97		.00	224.35	156.84	36.68	79.67	26.44	2.63	1,994.36
			.00	.00	2,529.67	2,529.67	2,529.67	2,529.67	2,529.67		
		\$2,520.97	\$0.00	\$0.00	\$224.35	\$156.84	\$36.68	\$79.67	\$26.44	\$2.63	\$1,994.36
			\$0.00	\$0.00	\$2,529.67	\$2,529.67	\$2,529.67	\$2,529.67	\$2,529.67		
1139 Gaylord, Isaac S	04/15/2016	324.00		.00	.00	20.09	4.70	9.42	3.55	.00	286.24
			.00	.00	324.00	324.00	324.00	324.00	324.00		
		\$324.00	\$0.00	\$0.00	\$0.00	\$20.09	\$4.70	\$9.42	\$3.55	\$0.00	\$286.24
			\$0.00	\$0.00	\$324.00	\$324.00	\$324.00	\$324.00	\$324.00		



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 Legal - Legal											
1188 Guthrie, Philippa M	04/15/2016	3,583.51		.00	220.24	202.71	47.40	76.16	25.27	1,305.57	1,706.16
			.00	.00	2,346.48	3,269.48	3,269.48	2,346.48	2,346.48		
		\$3,583.51	\$0.00	\$0.00	\$220.24	\$202.71	\$47.40	\$76.16	\$25.27	\$1,305.57	\$1,706.16
			\$0.00	\$0.00	\$2,346.48	\$3,269.48	\$3,269.48	\$2,346.48	\$2,346.48		
10000 McKinney, Barbara E 0334	04/15/2016	2,966.96		.00	392.00	174.13	40.72	90.22	29.94	211.76	2,028.19
			.00	.00	2,772.44	2,808.44	2,808.44	2,772.44	2,772.44		
		\$2,966.96	\$0.00	\$0.00	\$392.00	\$174.13	\$40.72	\$90.22	\$29.94	\$211.76	\$2,028.19
			\$0.00	\$0.00	\$2,772.44	\$2,808.44	\$2,808.44	\$2,772.44	\$2,772.44		
10000 Moore, Jacquelyn F 2553	04/15/2016	2,665.16		.00	424.27	157.12	36.75	80.33	26.65	281.95	1,658.09
			.00	.00	2,434.18	2,534.18	2,534.18	2,434.18	2,434.18		
		\$2,665.16	\$0.00	\$0.00	\$424.27	\$157.12	\$36.75	\$80.33	\$26.65	\$281.95	\$1,658.09
			\$0.00	\$0.00	\$2,434.18	\$2,534.18	\$2,534.18	\$2,434.18	\$2,434.18		
10000 Mulvihill, Patricia M 2303	04/15/2016	3,001.15		.00	540.97	180.48	42.21	95.73	31.77	118.97	1,991.02
			.00	.00	2,900.98	2,910.98	2,910.98	2,900.98	2,900.98		
		\$3,001.15	\$0.00	\$0.00	\$540.97	\$180.48	\$42.21	\$95.73	\$31.77	\$118.97	\$1,991.02
			\$0.00	\$0.00	\$2,900.98	\$2,910.98	\$2,910.98	\$2,900.98	\$2,900.98		
10000 Toddy, Barbara L 0483	04/15/2016	1,351.00		.00	158.47	83.76	19.59	43.31	14.79	.00	1,031.08
			.00	.00	1,351.00	1,351.00	1,351.00	1,351.00	1,351.00		
		\$1,351.00	\$0.00	\$0.00	\$158.47	\$83.76	\$19.59	\$43.31	\$14.79	\$0.00	\$1,031.08
			\$0.00	\$0.00	\$1,351.00	\$1,351.00	\$1,351.00	\$1,351.00	\$1,351.00		
831 Wheeler, Christopher J	04/15/2016	2,520.97		.00	276.93	153.01	35.79	76.36	25.34	62.95	1,890.59
			.00	.00	2,467.92	2,467.92	2,467.92	2,467.92	2,467.92		
		\$2,520.97	\$0.00	\$0.00	\$276.93	\$153.01	\$35.79	\$76.36	\$25.34	\$62.95	\$1,890.59
			\$0.00	\$0.00	\$2,467.92	\$2,467.92	\$2,467.92	\$2,467.92	\$2,467.92		
10000 Whitlow, Heather G 3795	04/15/2016	1,667.51		.00	149.40	98.74	23.10	51.57	17.11	248.03	1,079.56
			.00	.00	1,562.64	1,592.64	1,592.64	1,562.64	1,562.64		
		\$1,667.51	\$0.00	\$0.00	\$149.40	\$98.74	\$23.10	\$51.57	\$17.11	\$248.03	\$1,079.56
			\$0.00	\$0.00	\$1,562.64	\$1,592.64	\$1,592.64	\$1,562.64	\$1,562.64		
Department Legal - Legal Totals		\$22,985.85	\$0.00	\$0.00	\$2,524.16	\$1,361.78	\$318.49	\$651.73	\$217.11	\$3,149.25	\$14,763.33
			\$0.00	\$0.00	\$20,172.87	\$21,964.17	\$21,964.17	\$20,172.87	\$20,172.87		



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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											
1185 Carmichael, Mary Catherine	04/15/2016	2,692.31		.00	408.79	156.74	36.66	82.16	27.26	220.27	1,760.43
			.00	.00	2,528.04	2,528.04	2,528.04	2,528.04	2,528.04		
		\$2,692.31	\$0.00	\$0.00	\$408.79	\$156.74	\$36.66	\$82.16	\$27.26	\$220.27	\$1,760.43
			\$0.00	\$0.00	\$2,528.04	\$2,528.04	\$2,528.04	\$2,528.04	\$2,528.04		
10000 Daily, Diane E 2442	04/15/2016	1,782.49		.00	201.40	108.41	25.35	54.78	18.18	131.23	1,243.14
			.00	.00	1,698.47	1,748.47	1,748.47	1,698.47	1,698.47		
		\$1,782.49	\$0.00	\$0.00	\$201.40	\$108.41	\$25.35	\$54.78	\$18.18	\$131.23	\$1,243.14
			\$0.00	\$0.00	\$1,698.47	\$1,748.47	\$1,748.47	\$1,698.47	\$1,698.47		
1132 Davis, Taegan C	04/15/2016	183.90		.00	9.74	11.40	2.66	6.07	2.01	.00	152.02
			.00	.00	183.90	183.90	183.90	183.90	183.90		
		\$183.90	\$0.00	\$0.00	\$9.74	\$11.40	\$2.66	\$6.07	\$2.01	\$0.00	\$152.02
			\$0.00	\$0.00	\$183.90	\$183.90	\$183.90	\$183.90	\$183.90		
1183 Hamilton, John M	04/15/2016	3,896.42		.00	291.11	242.41	56.70	90.49	30.03	1,090.90	2,094.78
			.00	.00	2,818.96	3,909.86	3,909.86	2,818.96	2,818.96		
		\$3,896.42	\$0.00	\$0.00	\$291.11	\$242.41	\$56.70	\$90.49	\$30.03	\$1,090.90	\$2,094.78
			\$0.00	\$0.00	\$2,818.96	\$3,909.86	\$3,909.86	\$2,818.96	\$2,818.96		
1215 Reed, Sierra T	04/15/2016	423.60		.00	33.71	26.26	6.13	13.98	4.64	.00	338.88
			.00	.00	423.60	423.60	423.60	423.60	423.60		
		\$423.60	\$0.00	\$0.00	\$33.71	\$26.26	\$6.13	\$13.98	\$4.64	\$0.00	\$338.88
			\$0.00	\$0.00	\$423.60	\$423.60	\$423.60	\$423.60	\$423.60		
10000 Renneisen, Thomas M 0405	04/15/2016	3,653.85		.00	349.53	219.13	51.25	104.61	34.71	457.67	2,436.95
			.00	.00	3,208.42	3,534.42	3,534.42	3,208.42	3,208.42		
		\$3,653.85	\$0.00	\$0.00	\$349.53	\$219.13	\$51.25	\$104.61	\$34.71	\$457.67	\$2,436.95
			\$0.00	\$0.00	\$3,208.42	\$3,534.42	\$3,534.42	\$3,208.42	\$3,208.42		
Department OOTM - Office of the Mayor											
		\$12,632.57	\$0.00	\$0.00	\$1,294.28	\$764.35	\$178.75	\$352.09	\$116.83	\$1,900.07	\$8,026.20
			\$0.00	\$0.00	\$10,861.39	\$12,328.29	\$12,328.29	\$10,861.39	\$10,861.39		
Department Plan - Planning and Transportation											
10000 Alexander, Richard L 1327	04/15/2016	2,108.13		.00	149.71	116.33	27.20	60.65	19.28	272.68	1,462.28
			.00	.00	1,876.30	1,876.30	1,876.30	1,876.30	1,876.30		
		\$2,108.13	\$0.00	\$0.00	\$149.71	\$116.33	\$27.20	\$60.65	\$19.28	\$272.68	\$1,462.28
			\$0.00	\$0.00	\$1,876.30	\$1,876.30	\$1,876.30	\$1,876.30	\$1,876.30		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Plan - Planning and Transportation											
10000 Aten, Roy E 0055	04/15/2016	2,360.90		.00	191.07	131.35	30.72	72.38	22.36	292.55	1,620.47
			.00	.00	2,118.66	2,118.66	2,118.66	2,118.66	2,118.66		
		\$2,360.90	\$0.00	\$0.00	\$191.07	\$131.35	\$30.72	\$72.38	\$22.36	\$292.55	\$1,620.47
867 Avers, Emily J	04/15/2016	1,200.46		.00	141.60	71.27	16.67	37.93	31.26	58.73	843.00
			.00	.00	1,149.43	1,149.43	1,149.43	1,149.43	1,149.43		
		\$1,200.46	\$0.00	\$0.00	\$141.60	\$71.27	\$16.67	\$37.93	\$31.26	\$58.73	\$843.00
1071 Backler, Daniel A	04/15/2016	1,748.08		.00	156.18	106.27	24.85	55.29	18.35	48.49	1,338.65
			.00	.00	1,713.94	1,713.94	1,713.94	1,713.94	1,713.94		
		\$1,748.08	\$0.00	\$0.00	\$156.18	\$106.27	\$24.85	\$55.29	\$18.35	\$48.49	\$1,338.65
967 Cibor, Andrew S	04/15/2016	3,199.03		.00	270.53	184.86	43.24	85.96	28.52	537.81	2,048.11
			.00	.00	2,681.74	2,981.74	2,981.74	2,681.74	2,681.74		
		\$3,199.03	\$0.00	\$0.00	\$270.53	\$184.86	\$43.24	\$85.96	\$28.52	\$537.81	\$2,048.11
10000 Darland, Janet Lynne 0200	04/15/2016	2,523.66		.00	415.76	146.33	34.23	72.81	24.16	192.22	1,638.15
			.00	.00	2,360.15	2,360.15	2,360.15	2,360.15	2,360.15		
		\$2,523.66	\$0.00	\$0.00	\$415.76	\$146.33	\$34.23	\$72.81	\$24.16	\$192.22	\$1,638.15
10000 Desmond, Joshua 0147	04/15/2016	2,861.10		.00	520.95	174.91	40.90	93.09	30.89	53.78	1,946.58
			.00	.00	2,820.93	2,820.93	2,820.93	2,820.93	2,820.93		
		\$2,861.10	\$0.00	\$0.00	\$520.95	\$174.91	\$40.90	\$93.09	\$30.89	\$53.78	\$1,946.58
420 Dragovich, Anna L	04/15/2016	1,918.34		.00	268.17	112.21	26.25	59.72	19.82	115.17	1,317.00
			.00	.00	1,809.79	1,809.79	1,809.79	1,809.79	1,809.79		
		\$1,918.34	\$0.00	\$0.00	\$268.17	\$112.21	\$26.25	\$59.72	\$19.82	\$115.17	\$1,317.00
1212 Green, Sarah E	04/15/2016	190.00		.00	10.35	11.78	2.76	6.27	2.08	.00	156.76
			.00	.00	190.00	190.00	190.00	190.00	190.00		
		\$190.00	\$0.00	\$0.00	\$10.35	\$11.78	\$2.76	\$6.27	\$2.08	\$0.00	\$156.76
			\$0.00	\$0.00	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Plan - Planning and Transportation											
10000 Greulich, Eric L II 1741	04/15/2016	1,637.06		.00	.00	90.05	21.06	42.09	13.97	544.97	924.92
			.00	.00	1,352.32	1,452.32	1,452.32	1,352.32	1,352.32		
		\$1,637.06		\$0.00	\$0.00	\$90.05	\$21.06	\$42.09	\$13.97	\$544.97	\$924.92
			\$0.00	\$0.00	\$1,352.32	\$1,452.32	\$1,452.32	\$1,352.32	\$1,352.32		
10000 Heerdink, Jeffrey K 0241	04/15/2016	1,834.09		.00	263.44	111.04	25.97	59.10	35.61	70.04	1,268.89
			.00	.00	1,790.89	1,790.89	1,790.89	1,790.89	1,790.89		
		\$1,834.09		\$0.00	\$263.44	\$111.04	\$25.97	\$59.10	\$35.61	\$70.04	\$1,268.89
			\$0.00	\$0.00	\$1,790.89	\$1,790.89	\$1,790.89	\$1,790.89	\$1,790.89		
10000 Kehrberg, Paul 3083	04/15/2016	1,361.79		.00	49.42	70.66	16.52	37.44	12.42	253.89	921.44
			.00	.00	1,134.60	1,139.60	1,139.60	1,134.60	1,134.60		
		\$1,361.79		\$0.00	\$49.42	\$70.66	\$16.52	\$37.44	\$12.42	\$253.89	\$921.44
			\$0.00	\$0.00	\$1,134.60	\$1,139.60	\$1,139.60	\$1,134.60	\$1,134.60		
1111 Kopper, Neil H	04/15/2016	2,824.62		.00	73.15	152.29	35.62	77.25	25.63	372.76	2,087.92
			.00	.00	2,456.28	2,456.28	2,456.28	2,456.28	2,456.28		
		\$2,824.62		\$0.00	\$73.15	\$152.29	\$35.62	\$77.25	\$25.63	\$372.76	\$2,087.92
			\$0.00	\$0.00	\$2,456.28	\$2,456.28	\$2,456.28	\$2,456.28	\$2,456.28		
1250 Langley, Christy L	04/15/2016	3,519.23		.00	335.23	202.67	47.40	105.33	31.92	250.39	2,546.29
			.00	.00	3,268.84	3,268.84	3,268.84	3,268.84	3,268.84		
		\$3,519.23		\$0.00	\$335.23	\$202.67	\$47.40	\$105.33	\$31.92	\$250.39	\$2,546.29
			\$0.00	\$0.00	\$3,268.84	\$3,268.84	\$3,268.84	\$3,268.84	\$3,268.84		
10000 Lillard, Carmen 0306	04/15/2016	1,640.63		.00	109.07	91.42	21.38	46.57	15.45	196.72	1,160.02
			.00	.00	1,449.57	1,474.57	1,474.57	1,449.57	1,449.57		
		\$1,640.63		\$0.00	\$109.07	\$91.42	\$21.38	\$46.57	\$15.45	\$196.72	\$1,160.02
			\$0.00	\$0.00	\$1,449.57	\$1,474.57	\$1,474.57	\$1,449.57	\$1,449.57		
10000 Nickel, Nathan J 1802	04/15/2016	1,993.50		.00	299.68	107.98	25.25	54.55	18.10	454.10	1,033.84
			.00	.00	1,691.61	1,741.61	1,741.61	1,691.61	1,691.61		
		\$1,993.50		\$0.00	\$299.68	\$107.98	\$25.25	\$54.55	\$18.10	\$454.10	\$1,033.84
			\$0.00	\$0.00	\$1,691.61	\$1,741.61	\$1,741.61	\$1,691.61	\$1,691.61		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Plan - Planning and Transportation											
10000 Roach, James C 0414	04/15/2016	2,601.01		.00	251.29	149.91	35.06	79.12	26.25	259.27	1,800.11
			.00	.00	2,397.67	2,417.67	2,417.67	2,397.67	2,397.67		
		\$2,601.01	\$0.00	\$0.00	\$251.29	\$149.91	\$35.06	\$79.12	\$26.25	\$259.27	\$1,800.11
			\$0.00	\$0.00	\$2,397.67	\$2,417.67	\$2,417.67	\$2,397.67	\$2,397.67		
10000 Robinson, Scott F 1637	04/15/2016	2,601.00		.00	243.35	159.33	37.26	76.11	25.25	268.92	1,790.78
			.00	.00	2,344.80	2,569.80	2,569.80	2,344.80	2,344.80		
		\$2,601.00	\$0.00	\$0.00	\$243.35	\$159.33	\$37.26	\$76.11	\$25.25	\$268.92	\$1,790.78
			\$0.00	\$0.00	\$2,344.80	\$2,569.80	\$2,569.80	\$2,344.80	\$2,344.80		
882 Rosenbarger, Elizabeth M	04/15/2016	1,619.82		.00	140.86	90.28	21.12	46.78	15.52	169.35	1,135.91
			.00	.00	1,456.06	1,456.06	1,456.06	1,456.06	1,456.06		
		\$1,619.82	\$0.00	\$0.00	\$140.86	\$90.28	\$21.12	\$46.78	\$15.52	\$169.35	\$1,135.91
			\$0.00	\$0.00	\$1,456.06	\$1,456.06	\$1,456.06	\$1,456.06	\$1,456.06		
10000 Scanlan, Jacqueline 2363	04/15/2016	1,914.46		.00	160.04	110.94	25.94	57.78	19.17	137.34	1,403.25
			.00	.00	1,789.39	1,789.39	1,789.39	1,789.39	1,789.39		
		\$1,914.46	\$0.00	\$0.00	\$160.04	\$110.94	\$25.94	\$57.78	\$19.17	\$137.34	\$1,403.25
			\$0.00	\$0.00	\$1,789.39	\$1,789.39	\$1,789.39	\$1,789.39	\$1,789.39		
10000 Smethurst, Matthew L 0456	04/15/2016	1,920.74		.00	148.17	106.04	24.80	55.17	18.31	227.50	1,340.75
			.00	.00	1,710.23	1,710.23	1,710.23	1,710.23	1,710.23		
		\$1,920.74	\$0.00	\$0.00	\$148.17	\$106.04	\$24.80	\$55.17	\$18.31	\$227.50	\$1,340.75
			\$0.00	\$0.00	\$1,710.23	\$1,710.23	\$1,710.23	\$1,710.23	\$1,710.23		
10000 Thompson, Linda 2069	04/15/2016	1,954.98		.00	138.15	121.20	28.35	63.25	20.99	.00	1,583.04
			.00	.00	1,954.98	1,954.98	1,954.98	1,954.98	1,954.98		
		\$1,954.98	\$0.00	\$0.00	\$138.15	\$121.20	\$28.35	\$63.25	\$20.99	\$0.00	\$1,583.04
			\$0.00	\$0.00	\$1,954.98	\$1,954.98	\$1,954.98	\$1,954.98	\$1,954.98		
10000 White, Russell 0516	04/15/2016	1,620.05		.00	209.63	97.69	22.84	52.00	17.25	75.40	1,145.24
			.00	.00	1,575.64	1,575.64	1,575.64	1,575.64	1,575.64		
		\$1,620.05	\$0.00	\$0.00	\$209.63	\$97.69	\$22.84	\$52.00	\$17.25	\$75.40	\$1,145.24
			\$0.00	\$0.00	\$1,575.64	\$1,575.64	\$1,575.64	\$1,575.64	\$1,575.64		
Department Plan - Planning and		\$47,152.68	\$0.00	\$0.00	\$4,545.80	\$2,716.81	\$635.39	\$1,396.64	\$492.56	\$4,852.08	\$32,513.40
			\$0.00	\$0.00	\$43,093.82	\$43,818.82	\$43,818.82	\$43,093.82	\$43,093.82		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department PW - Public Works											
1197 Boatman, Kelly	04/15/2016	80.76		.00	.00	5.00	1.17	2.67	.88	.00	71.04
			.00	.00	80.76	80.76	80.76	80.76	80.76		
		\$80.76	\$0.00	\$0.00	\$0.00	\$5.00	\$1.17	\$2.67	\$0.88	\$0.00	\$71.04
			\$0.00	\$0.00	\$80.76	\$80.76	\$80.76	\$80.76	\$80.76		
1198 Castillo-Cullather, Melanie	04/15/2016	80.76		.00	.00	5.00	1.17	2.67	.88	.00	71.04
			.00	.00	80.76	80.76	80.76	80.76	80.76		
		\$80.76	\$0.00	\$0.00	\$0.00	\$5.00	\$1.17	\$2.67	\$0.88	\$0.00	\$71.04
			\$0.00	\$0.00	\$80.76	\$80.76	\$80.76	\$80.76	\$80.76		
1199 Cox Deckard, Kyla	04/15/2016	80.76		.00	.00	5.00	1.17	1.40	.46	.00	72.73
			.00	.00	80.76	80.76	80.76	80.76	80.76		
		\$80.76	\$0.00	\$0.00	\$0.00	\$5.00	\$1.17	\$1.40	\$0.46	\$0.00	\$72.73
			\$0.00	\$0.00	\$80.76	\$80.76	\$80.76	\$80.76	\$80.76		
10000 Smith, Christina L 0202	04/15/2016	2,125.14		.00	329.33	128.92	30.15	67.80	22.50	164.58	1,381.86
			.00	.00	2,054.42	2,079.42	2,079.42	2,054.42	2,054.42		
		\$2,125.14	\$0.00	\$0.00	\$329.33	\$128.92	\$30.15	\$67.80	\$22.50	\$164.58	\$1,381.86
			\$0.00	\$0.00	\$2,054.42	\$2,079.42	\$2,079.42	\$2,054.42	\$2,054.42		
10000 Wason, Adam G 2982	04/15/2016	2,861.10		.00	490.84	167.42	39.15	89.12	29.57	282.37	1,762.63
			.00	.00	2,700.46	2,700.46	2,700.46	2,700.46	2,700.46		
		\$2,861.10	\$0.00	\$0.00	\$490.84	\$167.42	\$39.15	\$89.12	\$29.57	\$282.37	\$1,762.63
			\$0.00	\$0.00	\$2,700.46	\$2,700.46	\$2,700.46	\$2,700.46	\$2,700.46		
Department PW - Public Works Totals		\$5,228.52	\$0.00	\$0.00	\$820.17	\$311.34	\$72.81	\$163.66	\$54.29	\$446.95	\$3,359.30
			\$0.00	\$0.00	\$4,997.16	\$5,022.16	\$5,022.16	\$4,997.16	\$4,997.16		
Department Risk - Risk											
10000 Rose, Janice R 2345	04/15/2016	1,445.76		.00	154.80	76.72	17.94	40.84	13.55	229.50	912.41
			.00	.00	1,237.42	1,237.42	1,237.42	1,237.42	1,237.42		
		\$1,445.76	\$0.00	\$0.00	\$154.80	\$76.72	\$17.94	\$40.84	\$13.55	\$229.50	\$912.41
			\$0.00	\$0.00	\$1,237.42	\$1,237.42	\$1,237.42	\$1,237.42	\$1,237.42		
10000 Rouker, Michael M 3526	04/15/2016	2,665.14		.00	391.62	165.23	38.64	85.03	33.50	59.30	1,891.82
			.00	.00	2,615.14	2,665.14	2,665.14	2,615.14	2,615.14		
		\$2,665.14	\$0.00	\$0.00	\$391.62	\$165.23	\$38.64	\$85.03	\$33.50	\$59.30	\$1,891.82
			\$0.00	\$0.00	\$2,615.14	\$2,665.14	\$2,665.14	\$2,615.14	\$2,615.14		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Risk - Risk											
10000 Wilson, Brian D 0677	04/15/2016	1,989.91		.00	249.45	113.44	26.53	92.08	18.94	366.32	1,123.15
			.00	.00	1,729.66	1,829.66	1,829.66	1,729.66	1,729.66		
		\$1,989.91		\$0.00	\$249.45	\$113.44	\$26.53	\$92.08	\$18.94	\$366.32	\$1,123.15
			\$0.00	\$0.00	\$1,729.66	\$1,829.66	\$1,829.66	\$1,729.66	\$1,729.66		
Department Risk - Risk Totals		\$6,100.81		\$0.00	\$795.87	\$355.39	\$83.11	\$217.95	\$65.99	\$655.12	\$3,927.38
			\$0.00	\$0.00	\$5,582.22	\$5,732.22	\$5,732.22	\$5,582.22	\$5,582.22		
Department Sanitation - Sanitation											
10000 Banks, Jason 3082	04/15/2016	1,508.80		.00	128.14	90.58	21.18	45.62	15.14	232.36	975.78
			.00	.00	1,420.96	1,460.96	1,460.96	1,420.96	1,420.96		
		\$1,508.80		\$0.00	\$128.14	\$90.58	\$21.18	\$45.62	\$15.14	\$232.36	\$975.78
			\$0.00	\$0.00	\$1,420.96	\$1,460.96	\$1,460.96	\$1,420.96	\$1,420.96		
10000 Baugh, Dan 0063	04/15/2016	1,626.40		.00	195.15	93.40	21.84	49.71	16.50	145.56	1,104.24
			.00	.00	1,506.45	1,506.45	1,506.45	1,506.45	1,506.45		
		\$1,626.40		\$0.00	\$195.15	\$93.40	\$21.84	\$49.71	\$16.50	\$145.56	\$1,104.24
			\$0.00	\$0.00	\$1,506.45	\$1,506.45	\$1,506.45	\$1,506.45	\$1,506.45		
10000 Brown, Tammy S 1920	04/15/2016	1,572.80		.00	119.37	86.02	20.12	43.69	14.92	266.05	1,022.63
			.00	.00	1,362.49	1,387.49	1,387.49	1,362.49	1,362.49		
		\$1,572.80		\$0.00	\$119.37	\$86.02	\$20.12	\$43.69	\$14.92	\$266.05	\$1,022.63
			\$0.00	\$0.00	\$1,362.49	\$1,387.49	\$1,387.49	\$1,362.49	\$1,362.49		
10000 Bruce, Roy L 3425	04/15/2016	1,547.20		.00	195.31	85.20	19.92	45.35	15.05	238.55	947.82
			.00	.00	1,374.21	1,374.21	1,374.21	1,374.21	1,374.21		
		\$1,547.20		\$0.00	\$195.31	\$85.20	\$19.92	\$45.35	\$15.05	\$238.55	\$947.82
			\$0.00	\$0.00	\$1,374.21	\$1,374.21	\$1,374.21	\$1,374.21	\$1,374.21		
584 Carter, Rhea L	04/15/2016	1,358.34		.00	161.35	79.43	18.58	42.28	14.03	96.24	946.43
			.00	.00	1,281.13	1,281.13	1,281.13	1,281.13	1,281.13		
		\$1,358.34		\$0.00	\$161.35	\$79.43	\$18.58	\$42.28	\$14.03	\$96.24	\$946.43
			\$0.00	\$0.00	\$1,281.13	\$1,281.13	\$1,281.13	\$1,281.13	\$1,281.13		
10000 Chambers, Robert L 0101	04/15/2016	1,572.80		.00	199.18	95.05	22.24	49.33	16.37	100.79	1,089.84
			.00	.00	1,533.29	1,533.29	1,533.29	1,533.29	1,533.29		
		\$1,572.80		\$0.00	\$199.18	\$95.05	\$22.24	\$49.33	\$16.37	\$100.79	\$1,089.84
			\$0.00	\$0.00	\$1,533.29	\$1,533.29	\$1,533.29	\$1,533.29	\$1,533.29		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
10000 Courter, Michael J 3810	04/15/2016	1,572.80		.00	187.08	90.07	21.06	45.40	15.06	210.87	1,003.26
			.00	.00	1,452.67	1,452.67	1,452.67	1,452.67	1,452.67		
		\$1,572.80		\$0.00	\$187.08	\$90.07	\$21.06	\$45.40	\$15.06	\$210.87	\$1,003.26
			\$0.00	\$0.00	\$1,452.67	\$1,452.67	\$1,452.67	\$1,452.67	\$1,452.67		
10000 East, Robert R 2020	04/15/2016	1,572.80		.00	192.72	92.39	21.61	49.18	19.37	114.92	1,082.61
			.00	.00	1,490.23	1,490.23	1,490.23	1,490.23	1,490.23		
		\$1,572.80		\$0.00	\$192.72	\$92.39	\$21.61	\$49.18	\$19.37	\$114.92	\$1,082.61
			\$0.00	\$0.00	\$1,490.23	\$1,490.23	\$1,490.23	\$1,490.23	\$1,490.23		
880 Elkins, Bradley J	04/15/2016	1,478.40		.00	71.96	84.19	19.69	42.27	14.03	187.46	1,058.80
			.00	.00	1,357.94	1,357.94	1,357.94	1,357.94	1,357.94		
		\$1,478.40		\$0.00	\$71.96	\$84.19	\$19.69	\$42.27	\$14.03	\$187.46	\$1,058.80
			\$0.00	\$0.00	\$1,357.94	\$1,357.94	\$1,357.94	\$1,357.94	\$1,357.94		
10000 Flynn, Lowell D 0191	04/15/2016	1,519.20		.00	198.39	91.23	21.34	64.93	14.91	210.06	918.34
			.00	.00	1,361.39	1,471.39	1,471.39	1,361.39	1,361.39		
		\$1,519.20		\$0.00	\$198.39	\$91.23	\$21.34	\$64.93	\$14.91	\$210.06	\$918.34
			\$0.00	\$0.00	\$1,361.39	\$1,471.39	\$1,471.39	\$1,361.39	\$1,361.39		
10000 Fulford, Kevin D 3001	04/15/2016	1,565.61		.00	149.84	97.07	22.70	51.67	17.14	24.59	1,202.60
			.00	.00	1,565.61	1,565.61	1,565.61	1,565.61	1,565.61		
		\$1,565.61		\$0.00	\$149.84	\$97.07	\$22.70	\$51.67	\$17.14	\$24.59	\$1,202.60
			\$0.00	\$0.00	\$1,565.61	\$1,565.61	\$1,565.61	\$1,565.61	\$1,565.61		
10000 Konermann, Casey J 2770	04/15/2016	1,547.20		.00	94.95	84.04	19.65	42.19	15.98	398.52	891.87
			.00	.00	1,355.45	1,355.45	1,355.45	1,355.45	1,355.45		
		\$1,547.20		\$0.00	\$94.95	\$84.04	\$19.65	\$42.19	\$15.98	\$398.52	\$891.87
			\$0.00	\$0.00	\$1,355.45	\$1,355.45	\$1,355.45	\$1,355.45	\$1,355.45		
893 Leech, Kevin M	04/15/2016	.00		.00	.00	.00	.00	.00	.00	.00	.00
			.00	.00	.00	.00	.00	.00	.00		
		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
10000 Livingston, Earl L 0309	04/15/2016	1,634.83		.00	133.48	90.30	21.12	48.06	15.95	201.29	1,124.63
			.00	.00	1,456.50	1,456.50	1,456.50	1,456.50	1,456.50		
		\$1,634.83	\$0.00	\$0.00	\$133.48	\$90.30	\$21.12	\$48.06	\$15.95	\$201.29	\$1,124.63
			\$0.00	\$0.00	\$1,456.50	\$1,456.50	\$1,456.50	\$1,456.50	\$1,456.50		
10000 Morrow, Joe E Jr 3002	04/15/2016	1,547.21		.00	21.80	82.19	19.22	39.94	13.25	256.07	1,114.74
			.00	.00	1,325.66	1,325.66	1,325.66	1,325.66	1,325.66		
		\$1,547.21	\$0.00	\$0.00	\$21.80	\$82.19	\$19.22	\$39.94	\$13.25	\$256.07	\$1,114.74
			\$0.00	\$0.00	\$1,325.66	\$1,325.66	\$1,325.66	\$1,325.66	\$1,325.66		
10000 Porter Jr, William A 1326	04/15/2016	1,572.80		.00	192.43	84.01	19.65	44.71	14.84	270.78	946.38
			.00	.00	1,354.98	1,354.98	1,354.98	1,354.98	1,354.98		
		\$1,572.80	\$0.00	\$0.00	\$192.43	\$84.01	\$19.65	\$44.71	\$14.84	\$270.78	\$946.38
			\$0.00	\$0.00	\$1,354.98	\$1,354.98	\$1,354.98	\$1,354.98	\$1,354.98		
10000 Richardson, Eric 0816	04/15/2016	1,470.40		.00	60.82	77.41	18.09	41.20	13.67	250.11	1,009.10
			.00	.00	1,248.58	1,248.58	1,248.58	1,248.58	1,248.58		
		\$1,470.40	\$0.00	\$0.00	\$60.82	\$77.41	\$18.09	\$41.20	\$13.67	\$250.11	\$1,009.10
			\$0.00	\$0.00	\$1,248.58	\$1,248.58	\$1,248.58	\$1,248.58	\$1,248.58		
10000 Shipley, Britt J 0449	04/15/2016	1,600.00		.00	212.14	92.16	21.55	49.05	16.28	357.51	851.31
			.00	.00	1,486.35	1,486.35	1,486.35	1,486.35	1,486.35		
		\$1,600.00	\$0.00	\$0.00	\$212.14	\$92.16	\$21.55	\$49.05	\$16.28	\$357.51	\$851.31
			\$0.00	\$0.00	\$1,486.35	\$1,486.35	\$1,486.35	\$1,486.35	\$1,486.35		
897 Smith, Eric W	04/15/2016	1,459.20		.00	91.68	82.69	19.34	42.74	16.19	148.47	1,058.09
			.00	.00	1,333.64	1,333.64	1,333.64	1,333.64	1,333.64		
		\$1,459.20	\$0.00	\$0.00	\$91.68	\$82.69	\$19.34	\$42.74	\$16.19	\$148.47	\$1,058.09
			\$0.00	\$0.00	\$1,333.64	\$1,333.64	\$1,333.64	\$1,333.64	\$1,333.64		
10000 Southern, Jeremy R 0646	04/15/2016	1,572.81		.00	171.89	83.78	19.60	44.59	14.80	254.30	983.85
			.00	.00	1,351.35	1,351.35	1,351.35	1,351.35	1,351.35		
		\$1,572.81	\$0.00	\$0.00	\$171.89	\$83.78	\$19.60	\$44.59	\$14.80	\$254.30	\$983.85
			\$0.00	\$0.00	\$1,351.35	\$1,351.35	\$1,351.35	\$1,351.35	\$1,351.35		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Sanitation - Sanitation											
458 Sparks, Larry	04/15/2016	1,626.40		.00	234.66	89.78	20.99	47.79	7.61	223.58	1,001.99
			.00	.00	1,448.07	1,448.07	1,448.07	1,448.07	1,448.07		
		\$1,626.40		\$0.00	\$234.66	\$89.78	\$20.99	\$47.79	\$7.61	\$223.58	\$1,001.99
			\$0.00	\$0.00	\$1,448.07	\$1,448.07	\$1,448.07	\$1,448.07	\$1,448.07		
38 Todd, Roger D	04/15/2016	1,478.40		.00	230.42	87.30	20.42	42.66	14.16	212.28	871.16
			.00	.00	1,408.23	1,408.23	1,408.23	1,408.23	1,408.23		
		\$1,478.40		\$0.00	\$230.42	\$87.30	\$20.42	\$42.66	\$14.16	\$212.28	\$871.16
			\$0.00	\$0.00	\$1,408.23	\$1,408.23	\$1,408.23	\$1,408.23	\$1,408.23		
10000 Walker, Shelby 3089	04/15/2016	2,274.70		.00	294.74	128.45	30.05	67.10	35.99	246.35	1,472.02
			.00	.00	2,071.86	2,071.86	2,071.86	2,071.86	2,071.86		
		\$2,274.70		\$0.00	\$294.74	\$128.45	\$30.05	\$67.10	\$35.99	\$246.35	\$1,472.02
			\$0.00	\$0.00	\$2,071.86	\$2,071.86	\$2,071.86	\$2,071.86	\$2,071.86		
Department Sanitation - Sanitation		\$34,679.10		\$0.00	\$3,537.50	\$1,966.74	\$459.96	\$1,039.46	\$351.24	\$4,646.71	\$22,677.49
			\$0.00	\$0.00	\$31,547.04	\$31,722.04	\$31,722.04	\$31,547.04	\$31,547.04		
Department Street - Street											
10000 Albright, Earl 0046	04/15/2016	1,626.41		.00	188.39	86.47	20.22	46.03	14.01	294.05	977.24
			.00	.00	1,394.74	1,394.74	1,394.74	1,394.74	1,394.74		
		\$1,626.41		\$0.00	\$188.39	\$86.47	\$20.22	\$46.03	\$14.01	\$294.05	\$977.24
			\$0.00	\$0.00	\$1,394.74	\$1,394.74	\$1,394.74	\$1,394.74	\$1,394.74		
10000 Arnold, Mark A 1118	04/15/2016	1,556.40		.00	198.10	94.62	22.13	50.36	16.71	108.00	1,066.48
			.00	.00	1,526.14	1,526.14	1,526.14	1,526.14	1,526.14		
		\$1,556.40		\$0.00	\$198.10	\$94.62	\$22.13	\$50.36	\$16.71	\$108.00	\$1,066.48
			\$0.00	\$0.00	\$1,526.14	\$1,526.14	\$1,526.14	\$1,526.14	\$1,526.14		
467 Arthur, Ronald R	04/15/2016	2,000.00		.00	206.89	120.65	28.22	62.95	20.89	238.03	1,322.37
			.00	.00	1,945.91	1,945.91	1,945.91	1,945.91	1,945.91		
		\$2,000.00		\$0.00	\$206.89	\$120.65	\$28.22	\$62.95	\$20.89	\$238.03	\$1,322.37
			\$0.00	\$0.00	\$1,945.91	\$1,945.91	\$1,945.91	\$1,945.91	\$1,945.91		
966 Bitner, Daniel S	04/15/2016	1,800.70		.00	178.97	109.11	25.52	58.07	19.27	242.27	1,167.49
			.00	.00	1,759.81	1,759.81	1,759.81	1,759.81	1,759.81		
		\$1,800.70		\$0.00	\$178.97	\$109.11	\$25.52	\$58.07	\$19.27	\$242.27	\$1,167.49
			\$0.00	\$0.00	\$1,759.81	\$1,759.81	\$1,759.81	\$1,759.81	\$1,759.81		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 Brewer, Troy A 0078	04/15/2016	1,608.00		.00	132.17	85.63	20.03	45.58	15.12	258.03	1,051.44
			.00	.00	1,381.11	1,381.11	1,381.11	1,381.11	1,381.11		
		\$1,608.00	\$0.00	\$0.00	\$132.17	\$85.63	\$20.03	\$45.58	\$15.12	\$258.03	\$1,051.44
			\$0.00	\$0.00	\$1,381.11	\$1,381.11	\$1,381.11	\$1,381.11	\$1,381.11		
10000 Capps, Phillip D 2734	04/15/2016	1,555.22		.00	148.28	96.42	22.55	51.32	17.03	46.23	1,173.39
			.00	.00	1,555.22	1,555.22	1,555.22	1,555.22	1,555.22		
		\$1,555.22	\$0.00	\$0.00	\$148.28	\$96.42	\$22.55	\$51.32	\$17.03	\$46.23	\$1,173.39
			\$0.00	\$0.00	\$1,555.22	\$1,555.22	\$1,555.22	\$1,555.22	\$1,555.22		
579 Carroll, Tony E	04/15/2016	1,497.60		.00	156.93	87.26	20.41	45.18	14.99	109.33	1,063.50
			.00	.00	1,407.43	1,407.43	1,407.43	1,407.43	1,407.43		
		\$1,497.60	\$0.00	\$0.00	\$156.93	\$87.26	\$20.41	\$45.18	\$14.99	\$109.33	\$1,063.50
			\$0.00	\$0.00	\$1,407.43	\$1,407.43	\$1,407.43	\$1,407.43	\$1,407.43		
10000 Combs, Levi M 1696	04/15/2016	1,527.20		.00	181.23	87.65	20.50	46.65	15.48	154.56	1,021.13
			.00	.00	1,413.66	1,413.66	1,413.66	1,413.66	1,413.66		
		\$1,527.20	\$0.00	\$0.00	\$181.23	\$87.65	\$20.50	\$46.65	\$15.48	\$154.56	\$1,021.13
			\$0.00	\$0.00	\$1,413.66	\$1,413.66	\$1,413.66	\$1,413.66	\$1,413.66		
10000 Corns, Frank L 0121	04/15/2016	1,600.00		.00	199.35	95.91	22.43	50.64	19.18	109.76	1,102.73
			.00	.00	1,534.45	1,546.95	1,546.95	1,534.45	1,534.45		
		\$1,600.00	\$0.00	\$0.00	\$199.35	\$95.91	\$22.43	\$50.64	\$19.18	\$109.76	\$1,102.73
			\$0.00	\$0.00	\$1,534.45	\$1,546.95	\$1,546.95	\$1,534.45	\$1,534.45		
630 Flynn, Douglas D	04/15/2016	1,432.80		.00	83.05	79.12	18.51	40.84	13.55	273.66	924.07
			.00	.00	1,276.13	1,276.13	1,276.13	1,276.13	1,276.13		
		\$1,432.80	\$0.00	\$0.00	\$83.05	\$79.12	\$18.51	\$40.84	\$13.55	\$273.66	\$924.07
			\$0.00	\$0.00	\$1,276.13	\$1,276.13	\$1,276.13	\$1,276.13	\$1,276.13		
929 Henderson, Scott R	04/15/2016	1,432.80		.00	101.33	77.02	18.02	40.99	13.60	216.12	965.72
			.00	.00	1,242.22	1,242.22	1,242.22	1,242.22	1,242.22		
		\$1,432.80	\$0.00	\$0.00	\$101.33	\$77.02	\$18.02	\$40.99	\$13.60	\$216.12	\$965.72
			\$0.00	\$0.00	\$1,242.22	\$1,242.22	\$1,242.22	\$1,242.22	\$1,242.22		



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 Street - Street											
10000 Henson, Gerald Scott 1105	04/15/2016	1,616.00		.00	206.05	96.80	22.64	51.52	27.32	96.11	1,115.56
			.00	.00	1,561.31	1,561.31	1,561.31	1,561.31	1,561.31		
		\$1,616.00		\$0.00	\$206.05	\$96.80	\$22.64	\$51.52	\$27.32	\$96.11	\$1,115.56
			\$0.00	\$0.00	\$1,561.31	\$1,561.31	\$1,561.31	\$1,561.31	\$1,561.31		
894 Hitchcox, Randy A	04/15/2016	1,521.85		.00	164.17	80.60	18.85	42.90	14.23	253.24	947.86
			.00	.00	1,299.93	1,299.93	1,299.93	1,299.93	1,299.93		
		\$1,521.85		\$0.00	\$164.17	\$80.60	\$18.85	\$42.90	\$14.23	\$253.24	\$947.86
			\$0.00	\$0.00	\$1,299.93	\$1,299.93	\$1,299.93	\$1,299.93	\$1,299.93		
10000 Howe, Vernon J 0264	04/15/2016	1,660.80		.00	215.55	99.92	23.37	51.51	17.09	130.83	1,122.53
			.00	.00	1,599.33	1,611.59	1,611.59	1,599.33	1,599.33		
		\$1,660.80		\$0.00	\$215.55	\$99.92	\$23.37	\$51.51	\$17.09	\$130.83	\$1,122.53
			\$0.00	\$0.00	\$1,599.33	\$1,611.59	\$1,611.59	\$1,599.33	\$1,599.33		
10000 Hupp, Greg A 0272	04/15/2016	1,598.40		.00	134.47	94.12	22.01	48.28	16.02	166.25	1,117.25
			.00	.00	1,463.10	1,518.10	1,518.10	1,463.10	1,463.10		
		\$1,598.40		\$0.00	\$134.47	\$94.12	\$22.01	\$48.28	\$16.02	\$166.25	\$1,117.25
			\$0.00	\$0.00	\$1,463.10	\$1,518.10	\$1,518.10	\$1,463.10	\$1,463.10		
10000 Ingalls, John 0275	04/15/2016	1,618.40		.00	194.90	93.30	21.82	49.66	16.48	203.39	1,038.85
			.00	.00	1,504.81	1,504.81	1,504.81	1,504.81	1,504.81		
		\$1,618.40		\$0.00	\$194.90	\$93.30	\$21.82	\$49.66	\$16.48	\$203.39	\$1,038.85
			\$0.00	\$0.00	\$1,504.81	\$1,504.81	\$1,504.81	\$1,504.81	\$1,504.81		
10000 Jacobs, Loren P 2064	04/15/2016	1,580.80		.00	109.42	90.02	21.06	46.64	15.48	472.92	825.26
			.00	.00	1,451.88	1,451.88	1,451.88	1,451.88	1,451.88		
		\$1,580.80		\$0.00	\$109.42	\$90.02	\$21.06	\$46.64	\$15.48	\$472.92	\$825.26
			\$0.00	\$0.00	\$1,451.88	\$1,451.88	\$1,451.88	\$1,451.88	\$1,451.88		
10000 James, Daniel L 1162	04/15/2016	1,688.00		.00	191.93	101.73	23.79	52.88	17.55	75.01	1,225.11
			.00	.00	1,640.77	1,640.77	1,640.77	1,640.77	1,640.77		
		\$1,688.00		\$0.00	\$191.93	\$101.73	\$23.79	\$52.88	\$17.55	\$75.01	\$1,225.11
			\$0.00	\$0.00	\$1,640.77	\$1,640.77	\$1,640.77	\$1,640.77	\$1,640.77		



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 Street - Street											
895 Johnson, Allan W	04/15/2016	1,440.80		.00	167.21	81.85	19.14	43.57	14.46	154.32	960.25
			.00	.00	1,320.21	1,320.21	1,320.21	1,320.21	1,320.21		
		\$1,440.80	\$0.00	\$0.00	\$167.21	\$81.85	\$19.14	\$43.57	\$14.46	\$154.32	\$960.25
10000 Langley, Jim N 3067	04/15/2016	1,555.20		.00	205.31	93.47	21.86	49.75	16.51	167.10	1,001.20
			.00	.00	1,507.52	1,507.52	1,507.52	1,507.52	1,507.52		
		\$1,555.20	\$0.00	\$0.00	\$205.31	\$93.47	\$21.86	\$49.75	\$16.51	\$167.10	\$1,001.20
10000 Lopossa, Stanley R 0314	04/15/2016	1,688.00		.00	219.22	90.95	21.27	48.41	19.07	270.02	1,019.06
			.00	.00	1,466.93	1,466.93	1,466.93	1,466.93	1,466.93		
		\$1,688.00	\$0.00	\$0.00	\$219.22	\$90.95	\$21.27	\$48.41	\$19.07	\$270.02	\$1,019.06
629 Love, Freddie J	04/15/2016	1,440.80		.00	173.53	76.20	17.82	40.56	13.46	235.22	884.01
			.00	.00	1,228.97	1,228.97	1,228.97	1,228.97	1,228.97		
		\$1,440.80	\$0.00	\$0.00	\$173.53	\$76.20	\$17.82	\$40.56	\$13.46	\$235.22	\$884.01
10000 Lutes, Michael B 0318	04/15/2016	1,688.01		.00	144.84	104.66	24.47	55.70	18.48	20.00	1,319.86
			.00	.00	1,688.01	1,688.01	1,688.01	1,688.01	1,688.01		
		\$1,688.01	\$0.00	\$0.00	\$144.84	\$104.66	\$24.47	\$55.70	\$18.48	\$20.00	\$1,319.86
10000 Morris, Jeffery W 1352	04/15/2016	1,621.56		.00	169.15	82.65	19.33	43.99	23.33	344.94	938.17
			.00	.00	1,333.13	1,333.13	1,333.13	1,333.13	1,333.13		
		\$1,621.56	\$0.00	\$0.00	\$169.15	\$82.65	\$19.33	\$43.99	\$23.33	\$344.94	\$938.17
10000 Partlow, Norma L 3326	04/15/2016	1,508.80		.00	180.21	87.23	20.40	50.16	17.10	138.78	1,014.92
			.00	.00	1,406.84	1,406.84	1,406.84	1,406.84	1,406.84		
		\$1,508.80	\$0.00	\$0.00	\$180.21	\$87.23	\$20.40	\$50.16	\$17.10	\$138.78	\$1,014.92
			\$0.00	\$0.00	\$1,406.84	\$1,406.84	\$1,406.84	\$1,406.84	\$1,406.84		



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Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 Payton, Ronald K 1099	04/15/2016	1,645.00		.00	223.29	98.60	23.06	49.94	16.57	118.23	1,115.31
			.00	.00	1,590.26	1,590.26	1,590.26	1,590.26	1,590.26		
		\$1,645.00	\$0.00	\$0.00	\$223.29	\$98.60	\$23.06	\$49.94	\$16.57	\$118.23	\$1,115.31
			\$0.00	\$0.00	\$1,590.26	\$1,590.26	\$1,590.26	\$1,590.26	\$1,590.26		
10000 Porter, William K 3080	04/15/2016	1,593.99		.00	136.01	91.35	21.36	48.62	16.13	159.70	1,120.82
			.00	.00	1,473.37	1,473.37	1,473.37	1,473.37	1,473.37		
		\$1,593.99	\$0.00	\$0.00	\$136.01	\$91.35	\$21.36	\$48.62	\$16.13	\$159.70	\$1,120.82
			\$0.00	\$0.00	\$1,473.37	\$1,473.37	\$1,473.37	\$1,473.37	\$1,473.37		
10000 Pursell, Larry M 2636	04/15/2016	1,555.20		.00	99.01	76.06	17.79	40.48	13.43	372.03	936.40
			.00	.00	1,226.71	1,226.71	1,226.71	1,226.71	1,226.71		
		\$1,555.20	\$0.00	\$0.00	\$99.01	\$76.06	\$17.79	\$40.48	\$13.43	\$372.03	\$936.40
			\$0.00	\$0.00	\$1,226.71	\$1,226.71	\$1,226.71	\$1,226.71	\$1,226.71		
868 Rains, Landon S	04/15/2016	1,521.85		.00	66.60	81.00	18.94	40.57	13.46	245.22	1,056.06
			.00	.00	1,306.43	1,306.43	1,306.43	1,306.43	1,306.43		
		\$1,521.85	\$0.00	\$0.00	\$66.60	\$81.00	\$18.94	\$40.57	\$13.46	\$245.22	\$1,056.06
			\$0.00	\$0.00	\$1,306.43	\$1,306.43	\$1,306.43	\$1,306.43	\$1,306.43		
10000 Reynolds, John 1434	04/15/2016	1,681.55		.00	228.32	102.32	23.93	54.46	18.07	68.22	1,186.23
			.00	.00	1,650.39	1,650.39	1,650.39	1,650.39	1,650.39		
		\$1,681.55	\$0.00	\$0.00	\$228.32	\$102.32	\$23.93	\$54.46	\$18.07	\$68.22	\$1,186.23
			\$0.00	\$0.00	\$1,650.39	\$1,650.39	\$1,650.39	\$1,650.39	\$1,650.39		
10000 Ruble, Dareal L 0421	04/15/2016	1,688.31		.00	225.91	101.73	23.78	54.15	17.97	141.37	1,123.40
			.00	.00	1,640.77	1,640.77	1,640.77	1,640.77	1,640.77		
		\$1,688.31	\$0.00	\$0.00	\$225.91	\$101.73	\$23.78	\$54.15	\$17.97	\$141.37	\$1,123.40
			\$0.00	\$0.00	\$1,640.77	\$1,640.77	\$1,640.77	\$1,640.77	\$1,640.77		
10000 Sanders, Daniel L 0430	04/15/2016	1,561.60		.00	119.25	94.09	22.00	46.27	16.56	83.68	1,179.75
			.00	.00	1,517.46	1,517.46	1,517.46	1,517.46	1,517.46		
		\$1,561.60	\$0.00	\$0.00	\$119.25	\$94.09	\$22.00	\$46.27	\$16.56	\$83.68	\$1,179.75
			\$0.00	\$0.00	\$1,517.46	\$1,517.46	\$1,517.46	\$1,517.46	\$1,517.46		



Payroll Register - Board of Public Works

Check Date Range 04/15/16 - 04/15/16

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department Street - Street											
10000 Stinson, Michael L 1384	04/15/2016	1,800.70		.00	246.69	106.88	25.00	56.89	18.88	276.89	1,069.47
			.00	.00	1,723.88	1,723.88	1,723.88	1,723.88	1,723.88		
		\$1,800.70	\$0.00	\$0.00	\$246.69	\$106.88	\$25.00	\$56.89	\$18.88	\$276.89	\$1,069.47
			\$0.00	\$0.00	\$1,723.88	\$1,723.88	\$1,723.88	\$1,723.88	\$1,723.88		
10000 Van Deventer, Joseph 2325 D	04/15/2016	2,653.02		.00	491.54	172.25	40.28	87.94	29.18	137.59	1,694.24
			.00	.00	2,703.26	2,778.26	2,778.26	2,703.26	2,703.26		
		\$2,653.02	\$0.00	\$0.00	\$491.54	\$172.25	\$40.28	\$87.94	\$29.18	\$137.59	\$1,694.24
			\$0.00	\$0.00	\$2,703.26	\$2,778.26	\$2,778.26	\$2,703.26	\$2,703.26		
10000 Williams, Jon P 0519	04/15/2016	1,688.00		.00	139.32	92.72	21.69	49.35	26.17	263.45	1,095.30
			.00	.00	1,495.49	1,495.49	1,495.49	1,495.49	1,495.49		
		\$1,688.00	\$0.00	\$0.00	\$139.32	\$92.72	\$21.69	\$49.35	\$26.17	\$263.45	\$1,095.30
			\$0.00	\$0.00	\$1,495.49	\$1,495.49	\$1,495.49	\$1,495.49	\$1,495.49		
10000 Workman, Danna J 0532	04/15/2016	1,620.68		.00	175.72	91.57	21.41	45.44	15.08	303.66	967.80
			.00	.00	1,376.92	1,476.92	1,476.92	1,376.92	1,376.92		
		\$1,620.68	\$0.00	\$0.00	\$175.72	\$91.57	\$21.41	\$45.44	\$15.08	\$303.66	\$967.80
			\$0.00	\$0.00	\$1,376.92	\$1,476.92	\$1,476.92	\$1,376.92	\$1,376.92		
10000 Workman, Jeffrey L 0533	04/15/2016	1,772.19		.00	235.91	106.15	24.82	55.47	18.40	125.16	1,206.28
			.00	.00	1,680.77	1,712.02	1,712.02	1,680.77	1,680.77		
		\$1,772.19	\$0.00	\$0.00	\$235.91	\$106.15	\$24.82	\$55.47	\$18.40	\$125.16	\$1,206.28
			\$0.00	\$0.00	\$1,680.77	\$1,712.02	\$1,712.02	\$1,680.77	\$1,680.77		
Department Street - Street Totals		\$60,646.64	\$0.00	\$0.00	\$6,638.22	\$3,508.08	\$820.43	\$1,843.72	\$646.31	\$7,073.37	\$40,116.51
			\$0.00	\$0.00	\$56,295.27	\$56,581.28	\$56,581.28	\$56,295.27	\$56,295.27		
Grand Totals		\$364,276.85	\$0.00	\$0.00	\$39,547.00	\$21,167.95	\$4,950.54	\$10,947.04	\$3,775.62	\$41,387.07	\$242,501.63
			\$0.00	\$0.00	\$331,922.31	\$341,420.18	\$341,420.18	\$331,922.31	\$331,922.31		

***** 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
4/15/2016	Payroll				364,276.85
					<u><u>364,276.85</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 \$ 364,276.85

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

Kyla Cox Deckard, President

Kelly Boatman, Vice-President

Melanie Castillo-Cullather, Secretary

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 04/11/16 - 04/22/16

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount
Fund 101 - General Fund					
Department 01 - Animal Shelter					
Program 010000 - Main					
Account 43430 - Animal Adoption Fees					
Sean Jen Olson	01-Olson-refund adoption fee-feline		04/12/2016	04/22/2016	75.00
Vickie Strathman	01-Strathman-refund adoption fee-feline		04/12/2016	04/22/2016	75.00
Account 43430 - Animal Adoption Fees Totals					Invoice \$150.00
Account 43442 - Equipment Deposits					
Bette Harrelson	01-Harrelson-refund trap deposit fee		04/12/2016	04/22/2016	25.00
Marcy Miller	01-Miller-refund trap deposit fee		04/12/2016	04/22/2016	80.00
Account 43442 - Equipment Deposits Totals					Invoice \$105.00
Account 52110 - Office Supplies					
5103 - Staples Contract & Commercial, INC	01-paper		04/12/2016	04/22/2016	8.96
Account 52110 - Office Supplies Totals					Invoice \$8.96
Account 52210 - Institutional Supplies					
313 - Fastenal Company	01-ear protection, laundry detergent		04/12/2016	04/22/2016	85.19
313 - Fastenal Company	01-dish soap		04/12/2016	04/22/2016	51.44
313 - Fastenal Company	01-bleach, trash bags, roll towels		04/12/2016	04/22/2016	197.10
4586 - Hill's Pet Nutrition Sales, INC	01-Canine & Puppy food		04/12/2016	04/22/2016	147.72
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine food-4/1/16		04/12/2016	04/22/2016	147.72
3929 - IDEXX Laboratories, INC	01-HTW & F/F tests		04/12/2016	04/22/2016	1,610.10
4137 - Patterson Veterinary Supply, INC	01-antibiotics		04/12/2016	04/22/2016	179.62
4137 - Patterson Veterinary Supply, INC	01-antibiotics and heparin		04/12/2016	04/22/2016	146.22
5366 - Pet Odor & Disinfectant Solutions, LLC	01-disinfectant, foam, 2 foam guns		04/12/2016	04/22/2016	614.00
Account 52210 - Institutional Supplies Totals					Invoice \$3,179.11
Account 52340 - Other Repairs and Maintenance					
293 - J&S Locksmith Shop, INC	01-keys for IT closet		04/12/2016	04/22/2016	5.00
394 - Kleindorfer Hardware & Variety	01-hose parts		04/12/2016	04/22/2016	21.96
Account 52340 - Other Repairs and Maintenance Totals					Invoice \$26.96
Account 52420 - Other Supplies					
9523 - Freedom Business Solutions, LLC	01-toner cartridge-black		04/12/2016	04/22/2016	109.00
Account 52420 - Other Supplies Totals					Invoice \$109.00
Account 53130 - Medical					
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-3/21-3/31/16		04/12/2016	04/22/2016	1,185.00
54639 - Town & Country Veterinary Clinic, INC	01-spay/neuter, radiographs		04/12/2016	04/22/2016	370.41
54639 - Town & Country Veterinary Clinic, INC	01-dental-tooth extraction		04/12/2016	04/22/2016	148.00
54639 - Town & Country Veterinary Clinic, INC	01-spay surgery		04/12/2016	04/22/2016	165.00

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount
54639 - Town & Country Veterinary Clinic, INC	01-spay/neuter surgery		04/12/2016	04/22/2016	343.40
		Account 53130 - Medical	Totals	Invoice	\$2,211.81
		Program 010000 - Main	Totals	Invoice	\$5,790.84
		Department 01 - Animal Shelter	Totals	Invoice	\$5,790.84
Department 02 - Public Works					
Program 020000 - Main					
Account 52420 - Other Supplies					
9523 - Freedom Business Solutions, LLC	02-toner for atrium printer-black		04/12/2016	04/22/2016	114.99
		Account 52420 - Other Supplies	Totals	Invoice	\$114.99
Account 53310 - Printing					
20152 - Municipal Code Corporation	02-additional copies of BMC supplement pages for Clerk's Office		04/12/2016	04/22/2016	311.93
		Account 53310 - Printing	Totals	Invoice	\$311.93
Account 53940 - Temporary Contractual Employee					
203 - Indiana University	06-Work Study Fellows	IU SPEA Service Corps	04/12/2016	04/22/2016	720.00
		Account 53940 - Temporary Contractual Employee	Totals	Invoice	\$720.00
		Program 020000 - Main	Totals	Invoice	\$1,146.92
		Department 02 - Public Works	Totals	Invoice	\$1,146.92
Department 04 - Economic & Sustainable Dev					
Program 040000 - Main					
Account 53940 - Temporary Contractual Employee					
203 - Indiana University	06-Work Study Fellows	IU SPEA Service Corps	04/12/2016	04/22/2016	3,000.00
		Account 53940 - Temporary Contractual Employee	Totals	Invoice	\$3,000.00
		Program 040000 - Main	Totals	Invoice	\$3,000.00
		Department 04 - Economic & Sustainable Dev	Totals	Invoice	\$3,000.00
Department 05 - Common Council					
Program 050000 - Main					
Account 53160 - Instruction					
7101 - Stacy Jane Rhoads	Re-imbusement for Bench Bar Conference		04/12/2016	04/22/2016	75.00
		Account 53160 - Instruction	Totals	Invoice	\$75.00
Account 53310 - Printing					
651 - Engraving & Stamp Center, INC	Printing of 8 Nametags for 8 Councilmembers		04/12/2016	04/22/2016	108.88
		Account 53310 - Printing	Totals	Invoice	\$108.88
Account 53960 - Grants					
1138 - BCT Management, INC	05 - operational support Q2 2016		04/12/2016	04/22/2016	12,500.00
		Account 53960 - Grants	Totals	Invoice	\$12,500.00
		Program 050000 - Main	Totals	Invoice	\$12,683.88
		Department 05 - Common Council	Totals	Invoice	\$12,683.88
Department 06 - Controller's Office					
Program 060000 - Main					
Account 52110 - Office Supplies					
5103 - Staples Contract & Commercial, INC	06 - Labels, rubber bands, ribbon		04/12/2016	04/22/2016	18.89
5103 - Staples Contract & Commercial, INC	06 - Labels, rubber bands, ribbon		04/12/2016	04/22/2016	17.27
		Account 52110 - Office Supplies	Totals	Invoice	\$36.16
Account 52420 - Other Supplies					
53442 - Paragon Micro, INC	06-Docking station, keyboard, monititor for S. Smith		04/12/2016	04/22/2016	434.22

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount
		Account 52420 - Other Supplies Totals		Invoice	\$434.22
		Program 060000 - Main Totals		Invoice	\$470.38
		Department 06 - Controller's Office Totals		Invoice	\$470.38
Department 09 - CFRD					
Program 090000 - Main					
Account 53940 - Temporary Contractual Employee					
203 - Indiana University	06-Work Study Fellows	IU SPEA Service Corps	04/12/2016	04/22/2016	720.00
		Account 53940 - Temporary Contractual Employee Totals		Invoice	\$720.00
Account 53960 - Grants					
1138 - BCT Management, INC	09-2016 Be More Awards--facility rental		04/12/2016	04/22/2016	1,687.00
4235 - Monroe County Community Prevention Coalition	09-CFRD sponsorship of Global Youth Service Day		04/12/2016	04/22/2016	500.00
		Account 53960 - Grants Totals		Invoice	\$2,187.00
		Program 090000 - Main Totals		Invoice	\$2,907.00
		Department 09 - CFRD Totals		Invoice	\$2,907.00
Department 10 - Legal					
Program 100000 - Main					
Account 46010 - Court Docket Fees					
199 - Monroe County Government	10 Clerk - Fleetwood C041103OV000492		04/12/2016	04/22/2016	45.00
199 - Monroe County Government	10 - Bruce Leeds		04/12/2016	04/22/2016	114.00
199 - Monroe County Government	10 - Wesley Owens		04/12/2016	04/22/2016	115.00
199 - Monroe County Government	10 - Adam Acker		04/12/2016	04/22/2016	106.00
199 - Monroe County Government	10 - James Robertson		04/12/2016	04/22/2016	114.00
199 - Monroe County Government	10 - Cameron Harris		04/12/2016	04/22/2016	114.00
199 - Monroe County Government	10 - Kevin Pasciak53C08-1109-OV-001890		04/12/2016	04/22/2016	115.00
199 - Monroe County Government	10-Zach Tansell		04/12/2016	04/22/2016	109.00
199 - Monroe County Government	10 Mary Aguilar 54C08-1004-OV-00833		04/12/2016	04/22/2016	114.00
		Account 46010 - Court Docket Fees Totals		Invoice	\$946.00
Account 53910 - Dues and Subscriptions					
3956 - West Publishing Corporation (Thomson Reuters)	10 West electronic Westlaw contract Dec-June		04/12/2016	04/22/2016	1,479.93
3956 - West Publishing Corporation (Thomson Reuters)	10 - West books contract Jan-June 2016		04/12/2016	04/22/2016	1,006.60
		Account 53910 - Dues and Subscriptions Totals		Invoice	\$2,486.53
		Program 100000 - Main Totals		Invoice	\$3,432.53
Program 101000 - Human Rights					
Account 53910 - Dues and Subscriptions					
259 - Indiana Association Of Cities & Towns	10 - Blgtn Human Rights IACT ADA dues		04/12/2016	04/22/2016	25.00
		Account 53910 - Dues and Subscriptions Totals		Invoice	\$25.00
		Program 101000 - Human Rights Totals		Invoice	\$25.00
		Department 10 - Legal Totals		Invoice	\$3,457.53
Department 11 - Mayor's Office					
Program 110000 - Main					
Account 52420 - Other Supplies					
914 - John Wilson (Pygmalion's Art)	11 - foam core for map mounting		04/12/2016	04/22/2016	16.51

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount
		Account 52420 - Other Supplies	Totals	Invoice	\$16.51
Account 53910 - Dues and Subscriptions					
5259 - Pacific & Southern Company, INC (Indy Star)	11-11 - Indy Star subscription OOTM 4-1 to 4-30		04/12/2016	04/22/2016	28.00
		Account 53910 - Dues and Subscriptions	Totals	Invoice	\$28.00
Account 53940 - Temporary Contractual Employee					
203 - Indiana University	06-Work Study Fellows	IU SPEA Service Corps	04/12/2016	04/22/2016	720.00
		Account 53940 - Temporary Contractual Employee	Totals	Invoice	\$720.00
Account 53990 - Other Services and Charges					
232 - Monroe County United Ministries INC	11 - MCUM Sponsorship Spring Luncheon		04/12/2016	04/22/2016	500.00
		Account 53990 - Other Services and Charges	Totals	Invoice	\$500.00
		Program 110000 - Main	Totals	Invoice	\$1,264.51
		Department 11 - Mayor's Office	Totals	Invoice	\$1,264.51
Department 12 - Human Resources					
Program 120000 - Main					
Account 53940 - Temporary Contractual Employee					
203 - Indiana University	06-Work Study Fellows	IU SPEA Service Corps	04/12/2016	04/22/2016	720.00
		Account 53940 - Temporary Contractual Employee	Totals	Invoice	\$720.00
		Program 120000 - Main	Totals	Invoice	\$720.00
		Department 12 - Human Resources	Totals	Invoice	\$720.00
Department 13 - Planning					
Program 130000 - Main					
Account 52410 - Books					
5557 - Indiana Construction Association, INC	13-INDOT Specification Book		04/12/2016	04/22/2016	100.00
		Account 52410 - Books	Totals	Invoice	\$100.00
Account 52420 - Other Supplies					
651 - Engraving & Stamp Center, INC	13-Signature stamp for Christy Langley		04/12/2016	04/22/2016	28.95
394 - Kleindorfer Hardware & Variety	13-Traffic counting supplies - nails & powder nails (6 Boxes)		04/12/2016	04/22/2016	60.00
53442 - Paragon Micro, INC	13-(2) computer monitors, wireless keyboard & mouse		04/12/2016	04/22/2016	437.48
		Account 52420 - Other Supplies	Totals	Invoice	\$526.43
Account 53230 - Travel					
1180 - James C Roach	13-Travel Reimb. to APA Conf.-AZ. (baggage,parking,bus,food)		04/12/2016	04/22/2016	312.00
		Account 53230 - Travel	Totals	Invoice	\$312.00
Account 53240 - Freight / Other					
5557 - Indiana Construction Association, INC	13-INDOT Specification Book		04/12/2016	04/22/2016	10.00
		Account 53240 - Freight / Other	Totals	Invoice	\$10.00
Account 53910 - Dues and Subscriptions					
4442 - American Planning Association	13-remaining balance-E. Greulich		04/12/2016	04/22/2016	11.00
4442 - American Planning Association	13-R. White-remaining dues		04/12/2016	04/22/2016	11.00
204 - State Of Indiana	13-Creation of online account with IN.gov		04/12/2016	04/22/2016	95.00
		Account 53910 - Dues and Subscriptions	Totals	Invoice	\$117.00
Account 53940 - Temporary Contractual Employee					
203 - Indiana University	06-Work Study Planning	IU SPEA Service Corps	04/12/2016	04/22/2016	1,440.00
		Account 53940 - Temporary Contractual Employee	Totals	Invoice	\$1,440.00
		Program 130000 - Main	Totals	Invoice	\$2,505.43

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount	
		Department 13 - Planning		Totals	Invoice	\$2,505.43
Department 19 - Facilities Maintenance						
Program 190000 - Main						
Account 52210 - Institutional Supplies						
2966 - Barrett Supplies & Equipment, INC	19-City Hall-restroom supplies-toilet tissue, skin cleaner		04/12/2016	04/22/2016	364.26	
		Account 52210 - Institutional Supplies		Totals	Invoice	\$364.26
Account 52310 - Building Materials and Supplies						
2966 - Barrett Supplies & Equipment, INC	19-City Hall-replacement locks for dispensers		04/12/2016	04/22/2016	43.80	
413 - Bloomington Paint & Wallpaper Co	19-FS#5-paint		04/12/2016	04/22/2016	77.38	
818 - Everywhere Signs, LLC	19-City Hall-city seals for podiums		04/12/2016	04/22/2016	400.00	
1537 - Indiana Door & Hardware Specialties, INC	19-ACC-lockset		04/12/2016	04/22/2016	118.00	
1537 - Indiana Door & Hardware Specialties, INC	19-City Hall-locks/cylinders to complete rekeying		04/12/2016	04/22/2016	452.00	
293 - J&S Locksmith Shop, INC	19-City Hall-keys for new lock boxes		04/12/2016	04/22/2016	23.80	
394 - Kleindorfer Hardware & Variety	19-City Hall-master padlock, chain		04/12/2016	04/22/2016	42.85	
394 - Kleindorfer Hardware & Variety	19-City Hall-sanding sponge, painting supplies		04/12/2016	04/22/2016	6.57	
394 - Kleindorfer Hardware & Variety	19-City Hall- connector, adapter, plate cover		04/12/2016	04/22/2016	4.75	
394 - Kleindorfer Hardware & Variety	19-BPD-flush valve, vacuum breaker		04/12/2016	04/22/2016	42.97	
394 - Kleindorfer Hardware & Variety	19-BPD-tarps, 2 bags of wire ties		04/12/2016	04/22/2016	22.86	
394 - Kleindorfer Hardware & Variety	19-City Hall-cover plates, washers, GFI receptacle		04/12/2016	04/22/2016	40.32	
53005 - Menards, INC	19-City Hall-snap2it AC/MC/FLEX connector		04/12/2016	04/22/2016	19.85	
53005 - Menards, INC	19-ACC-GFCI, fence materials		04/12/2016	04/22/2016	54.90	
		Account 52310 - Building Materials and Supplies		Totals	Invoice	\$1,350.05
Account 52430 - Uniforms and Tools						
53005 - Menards, INC	19-City Hall-vacuum-wind tunnel 2 rewind		04/12/2016	04/22/2016	127.00	
		Account 52430 - Uniforms and Tools		Totals	Invoice	\$127.00
Account 53140 - Exterminator Services						
2839 - Kirbys Termite & Pest Control, INC	19-City Hall & off site facilities-pest control serv. April 2016		04/12/2016	04/22/2016	285.00	
		Account 53140 - Exterminator Services		Totals	Invoice	\$285.00
Account 53530 - Water and Sewer						
208 - City Of Bloomington Utilities	19-Temp Meter-Graffiti Team-water/sewer bill-March 2016		04/12/2016	04/22/2016	12.89	
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-March 2016		04/12/2016	04/22/2016	481.38	
208 - City Of Bloomington Utilities	19-BPD-water/sewer bill-March 2016		04/12/2016	04/22/2016	230.45	
208 - City Of Bloomington Utilities	19-Firing Range-water/sewer bill-March 2016		04/12/2016	04/22/2016	4.08	
208 - City Of Bloomington Utilities	19-FS#2-water/sewer bill-March 2016		04/12/2016	04/22/2016	262.66	
208 - City Of Bloomington Utilities	19-FS#1-water/sewer bill-March 2016		04/12/2016	04/22/2016	211.38	
208 - City Of Bloomington Utilities	19-FS#3-water/sewer bill-March 2016		04/12/2016	04/22/2016	103.42	
208 - City Of Bloomington Utilities	19-FS#5-water/sewer bill-March 2016		04/12/2016	04/22/2016	106.83	
208 - City Of Bloomington Utilities	19-Training Facility-water/sewer bill-March 2016		04/12/2016	04/22/2016	387.19	
208 - City Of Bloomington Utilities	19-FS#4-water/sewer bill-March 2016		04/12/2016	04/22/2016	225.76	
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill-March 2016		04/12/2016	04/22/2016	537.76	
		Account 53530 - Water and Sewer		Totals	Invoice	\$2,563.80
Account 53540 - Natural Gas						
222 - Vectren	19-FS#2-gas bill 3/3-4/1/16		04/12/2016	04/22/2016	115.20	
		Account 53540 - Natural Gas		Totals	Invoice	\$115.20

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount	
Account 53610 - Building Repairs						
32 - Cassady Electrical Contractors, INC	19-FS#5-repair hose reel motor		04/12/2016	04/22/2016	150.00	
32 - Cassady Electrical Contractors, INC	19-FS#3-replaced hose reel motor		04/12/2016	04/22/2016	827.17	
912 - Central Security Systems, INC	19-ACC-monitoring, 5/1-7/31/16 & repairs		04/12/2016	04/22/2016	264.00	
298 - Commercial Service Of Bloomington, INC	19-BPD Dispatch-HVAC repairs		04/12/2016	04/22/2016	294.00	
3434 - Executive Management Services, INC	19-City Hall/Off Site Fac-April 2016 cleaning services		04/12/2016	04/22/2016	13,335.33	
321 - Harrell Fish, INC	19-City Hall-OOTM-install shut off valves		04/12/2016	04/22/2016	1,368.86	
321 - Harrell Fish, INC	19-ACC-repair incinerator		04/12/2016	04/22/2016	792.00	
321 - Harrell Fish, INC	19-FS#1-clean floor drains		04/12/2016	04/22/2016	895.25	
321 - Harrell Fish, INC	19-FS#1-clear drain pit		04/12/2016	04/22/2016	487.00	
321 - Harrell Fish, INC	19-City Hall-quarterly pm contract-April 2016		04/12/2016	04/22/2016	1,910.66	
321 - Harrell Fish, INC	19-ACC-quarterly PM contract-Spring 2016		04/12/2016	04/22/2016	826.00	
321 - Harrell Fish, INC	19-FS#1-semi-annual PM contract-Spring 2016		04/12/2016	04/22/2016	717.00	
321 - Harrell Fish, INC	19-FS#2-semi-annual PM contract-Spring 2016		04/12/2016	04/22/2016	531.00	
321 - Harrell Fish, INC	19-FS#4-semi-annual PM contract-Spring 2016		04/12/2016	04/22/2016	531.00	
321 - Harrell Fish, INC	19-FS#3-semi-annual PM contract-Spring 2016		04/12/2016	04/22/2016	531.00	
321 - Harrell Fish, INC	19-FS#5-semi-annual PM contract-Spring 2016		04/12/2016	04/22/2016	318.00	
321 - Harrell Fish, INC	19-ACC-repair incinerator-adj gas pressure,air intake, inc burn		04/12/2016	04/22/2016	252.00	
1537 - Indiana Door & Hardware Specialties, INC	19-FS#4-replace lockset & cylinder		04/12/2016	04/22/2016	367.00	
7402 - Nature's Way, INC	19-City Hall-monthly plant maintenance, April 2016		04/12/2016	04/22/2016	336.60	
Account 53610 - Building Repairs Totals					Invoice	<u>\$24,733.87</u>
Account 53630 - Machinery and Equipment Repairs						
53005 - Menards, INC	19-City Hall-replacement refrigerator w/ice maker		04/12/2016	04/22/2016	674.58	
Account 53630 - Machinery and Equipment Repairs Totals					Invoice	<u>\$674.58</u>
Account 53650 - Other Repairs						
4946 - Steele Commercial Cleaning, INC	19-City Hall-carpet cleaning on 2nd floor		04/12/2016	04/22/2016	495.00	
3776 - Williams Custom Caulking, INC	19-FS#4-repair leak in roof		04/12/2016	04/22/2016	1,565.00	
Account 53650 - Other Repairs Totals					Invoice	<u>\$2,060.00</u>
Program 190000 - Main Totals					Invoice	<u>\$32,273.76</u>
Department 19 - Facilities Maintenance Totals					Invoice	<u>\$32,273.76</u>
Department 28 - ITS						
Program 280000 - Main						
Account 52420 - Other Supplies						
5103 - Staples Contract & Commercial, INC	28 Staples - office supply - iPhone Case (Cass)		04/12/2016	04/22/2016	34.77	
5081 - The MacExperience, INC	28 - The Mac Experience Invoice B84386		04/12/2016	04/22/2016	29.00	
Account 52420 - Other Supplies Totals					Invoice	<u>\$63.77</u>
Program 280000 - Main Totals					Invoice	<u>\$63.77</u>
Department 28 - ITS Totals					Invoice	<u>\$63.77</u>
Fund 101 - General Fund Totals					Invoice	<u>\$66,284.02</u>
Fund 103 - Restricted Donations						
Department 06 - Controller's Office						
Program 400902 - CFRD Volunteer Network						
Account 52420 - Other Supplies						
3197 - Baudville, INC	09-Supplies for Be More Awards		04/12/2016	04/22/2016	36.45	

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount
891 - Lucy Schaich	09-reimburse Lucy for Be More Award supplies/on-line video		04/12/2016	04/22/2016	38.59
11693 - The Awards Center	09-Plaques for Be More Awards		04/12/2016	04/22/2016	462.00
		Account 52420 - Other Supplies	Totals	Invoice	537.04
Account 53310 - Printing					
8002 - Safeguard Business Systems, INC	09 Be More Awards Booklets		04/12/2016	04/22/2016	375.00
		Account 53310 - Printing	Totals	Invoice	375.00
Account 53990 - Other Services and Charges					
4982 - Kade Russell Puckett	09 - Musical entertainment for 2016 Be More Awards		04/12/2016	04/22/2016	100.00
		Account 53990 - Other Services and Charges	Totals	Invoice	100.00
		Program 400902 - CFRD Volunteer Network	Totals	Invoice	1,012.04
		Department 06 - Controller's Office	Totals	Invoice	1,012.04
		Fund 103 - Restricted Donations	Totals	Invoice	1,012.04
Fund 312 - Community Services					
Department 09 - CFRD					
Program 090003 - Com Serv - Status of Women					
Account 52420 - Other Supplies					
11589 - Bloomington Cooperative Services (Bloomingsfoods)	09 - Catering food for WLD Event		04/12/2016	04/22/2016	425.95
5103 - Staples Contract & Commercial, INC	09 - Name Badges - gold border		04/12/2016	04/22/2016	16.35
		Account 52420 - Other Supplies	Totals	Invoice	442.30
Account 53990 - Other Services and Charges					
1444 - Bloomington Monroe County Convention Center	09 room Rental for Womens History Lunch		04/12/2016	04/22/2016	10,510.70
		Account 53990 - Other Services and Charges	Totals	Invoice	10,510.70
		Program 090003 - Com Serv - Status of Women	Totals	Invoice	10,953.00
Program 090016 - Com Serv - Safe & Civil					
Account 52420 - Other Supplies					
203 - Indiana University	09-Catering for BHM Kick Off Celebration		04/12/2016	04/22/2016	723.35
		Account 52420 - Other Supplies	Totals	Invoice	723.35
Account 53960 - Grants					
5558 - Christina Goodlander	09-BHM Essay Contest winner		04/12/2016	04/22/2016	75.00
5556 - Keisha Huntington	09-Black History Month Essay Contest Winner		04/12/2016	04/22/2016	100.00
		Account 53960 - Grants	Totals	Invoice	175.00
Account 53990 - Other Services and Charges					
5496 - Dennis E Laffoon	09-Black History Month Gala Commemorative Booklet-graphic		04/12/2016	04/22/2016	300.00
		Account 53990 - Other Services and Charges	Totals	Invoice	300.00
		Program 090016 - Com Serv - Safe & Civil	Totals	Invoice	1,198.35
Program 090020 - Commission on Aging					
Account 53310 - Printing					
8002 - Safeguard Business Systems, INC	09 - Creative Aging Festival Booklet		04/12/2016	04/22/2016	1,373.50
		Account 53310 - Printing	Totals	Invoice	1,373.50
		Program 090020 - Commission on Aging	Totals	Invoice	1,373.50
Program G16003 - 2016 A Day on not a Day Off					
Account 53960 - Grants					
203 - Indiana University	09-MLK Grant		04/12/2016	04/22/2016	500.00

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount
		Account 53960 - Grants	Totals	Invoice	\$500.00
		Program G16003 - 2016 A Day on not a Day Off	Totals	Invoice	\$500.00
		Department 09 - CFRD	Totals	Invoice	\$14,024.85
		Fund 312 - Community Services	Totals	Invoice	\$14,024.85
Fund 401 - Non-Reverting Telecommunications					
Department 25 - Telecommunications					
Program 254000 - Infrastructure					
Account 53170 - Mgt. Fee, Consultants, and Workshops					
5388 - Paragon Corporation	25 - GIS PostgreSQL Database Migration Consultancy Services		04/12/2016	04/22/2016	948.00
5388 - Paragon Corporation	28 - GIS PostgreSQL Database Migration Consultancy Services		04/12/2016	04/22/2016	948.00
		Account 53170 - Mgt. Fee, Consultants, and Workshops	Totals	Invoice	\$1,896.00
Account 53640 - Hardware and Software Maintenance					
13482 - Northern Lights Locating & Inspection, INC	25 - Northern Lights Locating Invoice 7217	Locating BDU Fiber Network	04/12/2016	04/22/2016	2,500.00
		Account 53640 - Hardware and Software Maintenance	Totals	Invoice	\$2,500.00
Account 54450 - Equipment					
53442 - Paragon Micro, INC	25 - Invoice Paragon Micro 690505		04/12/2016	04/22/2016	609.90
53442 - Paragon Micro, INC	25 - Paragon Micro Invoice 363002		04/12/2016	04/22/2016	6,059.98
53442 - Paragon Micro, INC	25 - Paragon Micro Invoice 689497		04/12/2016	04/22/2016	3,291.96
53442 - Paragon Micro, INC	28 Capital Replacement Monitor for Paul Kehrberg		04/12/2016	04/22/2016	167.25
		Account 54450 - Equipment	Totals	Invoice	\$10,129.09
		Program 254000 - Infrastructure	Totals	Invoice	\$14,525.09
Program 256000 - Services					
Account 53840 - Lease Payments					
1961 - GE Capital Information Technology Solutions, Inc	28-rent 4/29-5/28/16-#1025787-1019797A2		04/12/2016	04/22/2016	151.50
1961 - GE Capital Information Technology Solutions, Inc	28 - Color Copier Lease Payment		04/12/2016	04/22/2016	756.85
		Account 53840 - Lease Payments	Totals	Invoice	\$908.35
Account 53980 - Community Access TV/Radio					
64 - Monroe County Public Library	18 April May June 2016 CATS		04/12/2016	04/22/2016	107,347.75
		Account 53980 - Community Access TV/Radio	Totals	Invoice	\$107,347.75
		Program 256000 - Services	Totals	Invoice	\$108,256.10
		Department 25 - Telecommunications	Totals	Invoice	\$122,781.19
		Fund 401 - Non-Reverting Telecommunications	Totals	Invoice	\$122,781.19
Fund 450 - Local Road and Street					
Department 20 - Street					
Program 200000 - Main					
Account 53520 - Street Lights / Traffic Signals					
223 - Duke Energy	20-street light summary elec bill-bill date 4/7/16		04/12/2016	04/22/2016	34,343.40
		Account 53520 - Street Lights / Traffic Signals	Totals	Invoice	\$34,343.40
		Program 200000 - Main	Totals	Invoice	\$34,343.40
		Department 20 - Street	Totals	Invoice	\$34,343.40
		Fund 450 - Local Road and Street	Totals	Invoice	\$34,343.40
Fund 451 - Motor Vehicle Highway					
Department 20 - Street					

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount	
Program 200000 - Main						
Account 52330 - Street , Alley, and Sewer Material						
5149 - E&B Paving, INC	20-surface (patch)-47.62 tons-3/28-3/30/16		04/12/2016	04/22/2016	2,333.38	
334 - Irving Materials, INC	20-14th & College-stone-5.50 cy-3/18/16		04/12/2016	04/22/2016	592.25	
334 - Irving Materials, INC	20-14th & College-3.5 cy-3/17/16		04/12/2016	04/22/2016	481.25	
334 - Irving Materials, INC	20-14th & College-6.50 cy-3/21/16		04/12/2016	04/22/2016	697.75	
334 - Irving Materials, INC	20-14th & College-8.50 cy-3/16/16		04/12/2016	04/22/2016	908.75	
334 - Irving Materials, INC	20-15th & College-8.00 cy-3/11/16		04/12/2016	04/22/2016	856.00	
334 - Irving Materials, INC	20-809 S. Fess-stone-5.50 cy-2/16/16 (homeowner-\$439.00)		04/12/2016	04/22/2016	208.63	
365 - Rogers Group, INC	20-#11 stone-40.04 tons/#7 stone-7.03 tons-3/24/16		04/12/2016	04/22/2016	388.16	
				Account 52330 - Street , Alley, and Sewer Material Totals	Invoice	\$6,466.17
Account 52420 - Other Supplies						
409 - Black Lumber Co INC	20-Paving crew-tape measure, walk bds, tandem sideboards-		04/12/2016	04/22/2016	162.69	
409 - Black Lumber Co INC	20-1 gallon tank sprayer-S. Lapossa		04/12/2016	04/22/2016	14.97	
409 - Black Lumber Co INC	20-2" stiff putty knife-N. Partlow		04/12/2016	04/22/2016	3.49	
409 - Black Lumber Co INC	20-2x4-8 construction lumber-A. Johnson		04/12/2016	04/22/2016	19.53	
793 - Indiana Safety Company, INC	20-36' asphalt lute		04/12/2016	04/22/2016	608.44	
394 - Kleindorfer Hardware & Variety	20-hitch pins, tarp straps		04/12/2016	04/22/2016	7.95	
				Account 52420 - Other Supplies Totals	Invoice	\$817.07
Account 53130 - Medical						
231 - Indiana University Health Bloomington, INC	20-drug screen DOT 5 Panel E Screen-D. James		04/12/2016	04/22/2016	29.00	
231 - Indiana University Health Bloomington, INC	20-drug screen breath alcohol test-DOT-D. Bitner		04/12/2016	04/22/2016	29.00	
				Account 53130 - Medical Totals	Invoice	\$58.00
Account 53140 - Exterminator Services						
2839 - Kirbys Termite & Pest Control, INC	19-City Hall & off site facilities-pest control serv. April 2016		04/12/2016	04/22/2016	70.00	
				Account 53140 - Exterminator Services Totals	Invoice	\$70.00
Account 53250 - Pagers						
332 - Indiana Paging Network, INC	20-snow control pagers-May 2016		04/12/2016	04/22/2016	86.76	
				Account 53250 - Pagers Totals	Invoice	\$86.76
Account 53530 - Water and Sewer						
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-March 2016		04/12/2016	04/22/2016	128.64	
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-March 2016		04/12/2016	04/22/2016	22.91	
				Account 53530 - Water and Sewer Totals	Invoice	\$151.55
Account 53630 - Machinery and Equipment Repairs						
3496 - Smith Implements, INC	20-bar oil for chainsaw		04/12/2016	04/22/2016	29.18	
				Account 53630 - Machinery and Equipment Repairs Totals	Invoice	\$29.18
Account 53920 - Laundry and Other Sanitation Services						
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-4/6/16		04/12/2016	04/22/2016	18.44	
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat services-4/6/16		04/12/2016	04/22/2016	26.39	
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/30/16		04/12/2016	04/22/2016	18.43	
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat services-3/30/16		04/12/2016	04/22/2016	26.39	

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount
		Account 53920 - Laundry and Other Sanitation Services	Totals	Invoice	\$89.65
Account 53990 - Other Services and Charges					
902 - Indiana Underground Plant Protection Service, INC	20-811-February 2016 call before you dig tickets-450		04/12/2016	04/22/2016	427.50
19444 - Todd Septic Tank Service	20-pump saltwater collection tanks-3/8/16		04/12/2016	04/22/2016	150.00
		Account 53990 - Other Services and Charges	Totals	Invoice	\$577.50
		Program 200000 - Main	Totals	Invoice	\$8,345.88
		Department 20 - Street	Totals	Invoice	\$8,345.88
		Fund 451 - Motor Vehicle Highway	Totals	Invoice	\$8,345.88
Fund 452 - Parking Facilities					
Department 26 - Parking					
Program 260000 - Main					
Account 52110 - Office Supplies					
9269 - HP Products Corporation	26-Pkg Garages-cleaning supplies-trash bags, clorox, degreaser		04/12/2016	04/22/2016	317.66
		Account 52110 - Office Supplies	Totals	Invoice	\$317.66
Account 52420 - Other Supplies					
3397 - Evens Time, INC	26-Morton St/4th St Garage-comp. software/mini mainframe		04/12/2016	04/22/2016	3,102.48
4964 - The Toledo Ticket Co	26-Pkg Garages-tickets for garages		04/12/2016	04/22/2016	1,297.06
		Account 52420 - Other Supplies	Totals	Invoice	\$4,399.54
Account 52430 - Uniforms and Tools					
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-measuring wheel, eye bolts		04/12/2016	04/22/2016	70.98
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-tap cons, drill bit, adhesive, glue		04/12/2016	04/22/2016	26.92
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-2 brooms		04/12/2016	04/22/2016	18.98
		Account 52430 - Uniforms and Tools	Totals	Invoice	\$116.88
Account 53530 - Water and Sewer					
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-March 2016		04/12/2016	04/22/2016	25.68
208 - City Of Bloomington Utilities	19-4th St Garage-water/sewer bill-March 2016		04/12/2016	04/22/2016	35.68
		Account 53530 - Water and Sewer	Totals	Invoice	\$61.36
Account 53610 - Building Repairs					
321 - Harrell Fish, INC	19-Skywalk-4th St Garage-evaluate moving HVAC unit		04/12/2016	04/22/2016	144.00
392 - Koorsen Fire & Security, INC	19-Morton St Garage-alarm monitoring 5/1-7/31/16		04/12/2016	04/22/2016	119.97
		Account 53610 - Building Repairs	Totals	Invoice	\$263.97
Account 53630 - Machinery and Equipment Repairs					
227 - Otis Elevator Company	26-Morton St Garage-repair call elevator doors-weekend		04/12/2016	04/22/2016	845.00
		Account 53630 - Machinery and Equipment Repairs	Totals	Invoice	\$845.00
Account 53840 - Lease Payments					
512 - 7th & Walnut , LLC	26-Walnut St Garge-May 2016 rent		04/12/2016	04/22/2016	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-May 2016 rent		04/12/2016	04/22/2016	36,405.49
		Account 53840 - Lease Payments	Totals	Invoice	\$55,165.47
		Program 260000 - Main	Totals	Invoice	\$61,169.88
		Department 26 - Parking	Totals	Invoice	\$61,169.88
		Fund 452 - Parking Facilities	Totals	Invoice	\$61,169.88
Fund 454 - Alternative Transportation					
Department 02 - Public Works					
Program 020000 - Main					

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount
Account 43170.0004 - Residential Neighborhood Permits Zone # 4					
Nathan Wrigley	14-Wrigley-refund overpayment replacement Zone 4 permit		04/12/2016	04/22/2016	65.00
		Account 43170.0004 - Residential Neighborhood Permits Zone # 4 Totals		Invoice	\$65.00
Account 52420 - Other Supplies					
54432 - T2 Systems, INC	14 ONeil OC3 printer Belt clip		04/12/2016	04/22/2016	14.00
		Account 52420 - Other Supplies Totals		Invoice	\$14.00
Account 54310 - Improvements Other Than Building					
3445 - Regions Bank	13-Property acquisition-ROW (for Kinser Pike Sidewalk)	BC 2015-66	04/12/2016	04/22/2016	2,190.00
3445 - Regions Bank	13-1406 N Kinser Property (D. Orr)-Partial Release Fee	BC 2015-66	04/12/2016	04/22/2016	100.00
		Account 54310 - Improvements Other Than Building Totals		Invoice	\$2,290.00
		Program 020000 - Main Totals		Invoice	\$2,369.00
		Department 02 - Public Works Totals		Invoice	\$2,369.00
		Fund 454 - Alternative Transportation Totals		Invoice	\$2,369.00
Fund 601 - Cum Cap Development					
Department 02 - Public Works					
Program 020000 - Main					
Account 53110 - Engineering and Architectural					
7059 - Eagle Ridge Civil Engineering Services, LLC	13-N. Dunn & Old SR 37-inv date 3/25/16	BC 2015-14	04/12/2016	04/22/2016	1,410.00
		Account 53110 - Engineering and Architectural Totals		Invoice	\$1,410.00
Account 54310 - Improvements Other Than Building					
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Jordan & 3rd-inv date 3/25/16	BC 2014-62	04/12/2016	04/22/2016	600.00
		Account 54310 - Improvements Other Than Building Totals		Invoice	\$600.00
		Program 020000 - Main Totals		Invoice	\$2,010.00
		Department 02 - Public Works Totals		Invoice	\$2,010.00
		Fund 601 - Cum Cap Development Totals		Invoice	\$2,010.00
Fund 730 - Solid Waste					
Department 16 - Sanitation					
Program 160000 - Main					
Account 52420 - Other Supplies					
248 - Cosner's Ice Company	16-ice for employees-75 7lb bags @ \$1.45		04/12/2016	04/22/2016	108.75
		Account 52420 - Other Supplies Totals		Invoice	\$108.75
Account 53140 - Exterminator Services					
2839 - Kirbys Termite & Pest Control, INC	19-City Hall & off site facilities-pest control serv. April 2016		04/12/2016	04/22/2016	55.00
		Account 53140 - Exterminator Services Totals		Invoice	\$55.00
Account 53530 - Water and Sewer					
208 - City Of Bloomington Utilities	19-Sanitation-water/sewer bill-March 2016		04/12/2016	04/22/2016	92.55
		Account 53530 - Water and Sewer Totals		Invoice	\$92.55
Account 53920 - Laundry and Other Sanitation Services					
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/30/16		04/12/2016	04/22/2016	11.28
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat services-3/30/16		04/12/2016	04/22/2016	27.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-4/6/16		04/12/2016	04/22/2016	11.28
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat services-4/6/16		04/12/2016	04/22/2016	27.87

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount
		Account 53920 - Laundry and Other Sanitation Services	Totals	Invoice	\$78.30
Account 53950 - Landfill					
137 - Good Earth, LLC	16-yard waste disposal fee-4/4/16		04/12/2016	04/22/2016	75.00
137 - Good Earth, LLC	16-yard waste disposal fee-4/5/16		04/12/2016	04/22/2016	75.00
137 - Good Earth, LLC	16-yard waste disposal fee-4/7/16		04/12/2016	04/22/2016	75.00
137 - Good Earth, LLC	16-yard waste disposal fee-4/11/16		04/12/2016	04/22/2016	75.00
137 - Good Earth, LLC	16-yard waste disposal fee-4/7/16		04/12/2016	04/22/2016	75.00
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-3/15-3/31/16		04/12/2016	04/22/2016	11,462.00
		Account 53950 - Landfill	Totals	Invoice	\$11,837.00
		Program 160000 - Main	Totals	Invoice	\$12,171.60
		Department 16 - Sanitation	Totals	Invoice	\$12,171.60
		Fund 730 - Solid Waste	Totals	Invoice	\$12,171.60
Fund 800 - Risk Management					
Department 10 - Legal					
Program 100000 - Main					
Account 52430 - Uniforms and Tools					
327 - Hoosier Workwear Outlet, INC	10 - employee work shoes George		04/12/2016	04/22/2016	100.00
		Account 52430 - Uniforms and Tools	Totals	Invoice	\$100.00
Account 53410 - Liability / Casualty Premiums					
19618 - Old National Insurance, INC	10 Old National 627304		04/12/2016	04/22/2016	574.00
		Account 53410 - Liability / Casualty Premiums	Totals	Invoice	\$574.00
Account 53420 - Worker's Comp & Risk					
2618 - Southeastern Indiana Health Operations, INC	12 TTD Wages for 4/15/16 (Leech & Hays)		04/12/2016	04/12/2016	669.84
		Account 53420 - Worker's Comp & Risk	Totals	Invoice	\$669.84
		Program 100000 - Main	Totals	Invoice	\$1,343.84
		Department 10 - Legal	Totals	Invoice	\$1,343.84
		Fund 800 - Risk Management	Totals	Invoice	\$1,343.84
Fund 801 - Health Insurance Trust					
Department 12 - Human Resources					
Program 120000 - Main					
Account 53990 - Other Services and Charges					
3977 - Cigna Health & Life Insurance Company	12-Cigna Vision/Dental Admin Apr 2016		04/12/2016	04/22/2016	2,275.02
		Account 53990 - Other Services and Charges	Totals	Invoice	\$2,275.02
Account 53990.1201 - Other Services and Charges Health Insurance					
17785 - The Howard E Nyhart Co, Inc	12- ER Contribution_Burris, C_\$567.85		04/12/2016	04/12/2016	567.85
		Account 53990.1201 - Other Services and Charges Health Insurance	Totals	Invoice	\$567.85
		Program 120000 - Main	Totals	Invoice	\$2,842.87
		Department 12 - Human Resources	Totals	Invoice	\$2,842.87
		Fund 801 - Health Insurance Trust	Totals	Invoice	\$2,842.87
Fund 802 - Fleet Maintenance					
Department 17 - Fleet Maintenance					
Program 170000 - Main					
Account 52230 - Garage and Motor Supplies					
50605 - Bauer Built, INC	17 Tire fee		04/12/2016	04/22/2016	471.50

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount
50605 - Bauer Built, INC	stock - tires		04/12/2016	04/22/2016	1,278.65
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17 - #627 tires		04/12/2016	04/22/2016	1,188.60
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17 - #301 tires		04/12/2016	04/22/2016	153.36
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17 #241 tires		04/12/2016	04/22/2016	120.56
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17 #620 Tires		04/12/2016	04/22/2016	214.66
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17 tires #453		04/12/2016	04/22/2016	1,196.67
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17 tires stock/#493		04/12/2016	04/22/2016	307.00
				Account 52230 - Garage and Motor Supplies Totals Invoice	\$4,931.00
Account 52310 - Building Materials and Supplies					
394 - Kleindorfer Hardware & Variety	19-Fleet Maint-wall plate, closet spud		04/12/2016	04/22/2016	10.08
				Account 52310 - Building Materials and Supplies Totals Invoice	\$10.08
Account 52320 - Motor Vehicle Repair					
4150 - Alexander's LLC	17 #775 TRAILER PARTS FOR 775		04/12/2016	04/22/2016	342.00
4150 - Alexander's LLC	17 #775 HUB/DRUM KIT		04/12/2016	04/22/2016	70.00
4150 - Alexander's LLC	17 - #476 SAFETY CHAIN, BEARINGS, BACKING PLATES		04/12/2016	04/22/2016	733.75
294 - All-Phase Electric Supply, INC	17 - bulbs for fire trucks		04/12/2016	04/22/2016	27.88
244 - Bloomington Ford, INC	17 - #689 Controller Brake		04/12/2016	04/22/2016	165.00
244 - Bloomington Ford, INC	17 #135 sway bar end links		04/12/2016	04/22/2016	67.24
941 - Central Indiana Truck Equipment Corporation	17-BLADE CYLINDER PINS		04/12/2016	04/22/2016	99.79
4335 - Circle Distributing, INC	17 core credit		04/12/2016	04/22/2016	(18.00)
4335 - Circle Distributing, INC	17 #123 - misc part		04/12/2016	04/22/2016	105.01
4335 - Circle Distributing, INC	7 #123 Misc Part		04/12/2016	04/22/2016	46.12
4335 - Circle Distributing, INC	17 #162		04/12/2016	04/22/2016	55.08
4466 - Clarke Power Services, INC	17 - #339 oil pressure sensor		04/12/2016	04/22/2016	56.15
4466 - Clarke Power Services, INC	17 #779 coolant level switch		04/12/2016	04/22/2016	32.63
594 - Curry Auto Center, INC	17 Driver's side mirror assembly #526		04/12/2016	04/22/2016	93.32
594 - Curry Auto Center, INC	17 #421 am/fm speakers		04/12/2016	04/22/2016	91.52
4992 - Fleetpride, INC	17 spring Brake Chamber - stock		04/12/2016	04/22/2016	348.98
4044 - Industrial Hydraulics, INC	17 #4231 valves		04/12/2016	04/22/2016	913.37
4044 - Industrial Hydraulics, INC	17 Rex Roth Cartridge - #4231		04/12/2016	04/22/2016	938.05
796 - Interstate Battery System of Bloomington, INC	stock batteries		04/12/2016	04/22/2016	737.56
796 - Interstate Battery System of Bloomington, INC	17 - Interstate Batteries		04/12/2016	04/22/2016	75.95
796 - Interstate Battery System of Bloomington, INC	17 #711 batteries		04/12/2016	04/22/2016	85.00
796 - Interstate Battery System of Bloomington, INC	17 - Interstate Battery - stock		04/12/2016	04/22/2016	70.87
796 - Interstate Battery System of Bloomington, INC	17 stock batteries		04/12/2016	04/22/2016	196.06

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount
796 - Interstate Battery System of Bloomington, INC	17 #111 batteries		04/12/2016	04/22/2016	104.00
796 - Interstate Battery System of Bloomington, INC	17 core credit		04/12/2016	04/22/2016	(15.00)
11672 - Jack Doheny Companies, INC	17 Door Glass panel left side #464		04/12/2016	04/22/2016	410.69
394 - Kleindorfer Hardware & Variety	17 snap ring		04/12/2016	04/22/2016	.47
2974 - MacAllister Machinery Co, INC	17 stock		04/12/2016	04/22/2016	417.55
2974 - MacAllister Machinery Co, INC	17 - MacAllister #450 PARTS TO REPAIR UNIT		04/12/2016	04/22/2016	1,169.71
2974 - MacAllister Machinery Co, INC	17 #678 Seal, gaskets, o rings,		04/12/2016	04/22/2016	35.86
2974 - MacAllister Machinery Co, INC	17 shipping credit		04/12/2016	04/22/2016	(14.50)
787 - Motor Service Corporation	17 - Motor Service - wiper blades - stock		04/12/2016	04/22/2016	22.66
787 - Motor Service Corporation	17 - Motor service marker lamp bulb - stock		04/12/2016	04/22/2016	13.30
787 - Motor Service Corporation	17 Poly Rib Gold Belts		04/12/2016	04/22/2016	30.09
787 - Motor Service Corporation	17 wiper blades stock		04/12/2016	04/22/2016	185.65
787 - Motor Service Corporation	17 belts, alternator #736		04/12/2016	04/22/2016	222.25
787 - Motor Service Corporation	17 parts return CREDIT		04/12/2016	04/22/2016	(14.51)
787 - Motor Service Corporation	17 #206 unv battery terminal		04/12/2016	04/22/2016	2.50
4467 - Power Train Service Company, INC	17 credit memo		04/12/2016	04/22/2016	(136.00)
4467 - Power Train Service Company, INC	17 #736 Chelsea PTO parts		04/12/2016	04/22/2016	185.03
4608 - Reliable Transmission Service-Midwest, INC	17 #339 TRANSMISSION GASKETS AND BOLTS		04/12/2016	04/22/2016	100.09
4608 - Reliable Transmission Service-Midwest, INC	17 #339		04/12/2016	04/22/2016	468.95
786 - Richard's Small Engine, INC	17 #724 engine switch		04/12/2016	04/22/2016	35.37
786 - Richard's Small Engine, INC	17 air filters #724		04/12/2016	04/22/2016	61.15
4181 - Sid Tool Co, INC (Class C Solutions Group)	17 cable ties		04/12/2016	04/22/2016	129.22
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - NAPA Various auto parts		04/12/2016	04/22/2016	6,285.15
54351 - Sternberg, INC	17-FUEL FILTERS		04/12/2016	04/22/2016	76.26
582 - Town & Country Chrysler, Jeep	17 #224		04/12/2016	04/22/2016	59.55
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 #674 -RADIATOR		04/12/2016	04/22/2016	714.39
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - Stoops #4301 & Stock Filters		04/12/2016	04/22/2016	40.95
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 exhaust pipe #678		04/12/2016	04/22/2016	481.63
4398 - TruckPro Holding Corporation	17 stock strobe lights		04/12/2016	04/22/2016	705.71
4856 - United Rotary Brush	17 stock sweeper broom		04/12/2016	04/22/2016	495.77
4856 - United Rotary Brush	17 mismarked part - return credit		04/12/2016	04/22/2016	(412.00)
54917 - Vans Electrical Systems, INC	17 Van's stock - clearance blub		04/12/2016	04/22/2016	36.50
2096 - West Side Tractor Sales Co.	17 - #735 filters		04/12/2016	04/22/2016	99.21
2096 - West Side Tractor Sales Co.	17 #477 seat assembly		04/12/2016	04/22/2016	358.18
2096 - West Side Tractor Sales Co.	17 #648 - fuel injector line		04/12/2016	04/22/2016	72.38
2096 - West Side Tractor Sales Co.	17 work liltght bulb #730		04/12/2016	04/22/2016	18.99
5370 - Winter Equipment Company, INC	17 stock - 10 FT PLOW RUBBER KIT		04/12/2016	04/22/2016	4,996.19
			Account 52320 - Motor Vehicle Repair Totals Invoice		\$2,776.72

Account 52420 - Other Supplies

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount	
409 - Black Lumber Co INC	17 Clevis Hooks, chain		04/12/2016	04/22/2016	17.72	
409 - Black Lumber Co INC	17 hvy duty 20amp white outlet #339		04/12/2016	04/22/2016	2.99	
51565 - EmJay Automotive Equipment, LLC	17 sunblast gloves		04/12/2016	04/22/2016	56.21	
324 - Heritage Environmental Services, INC	17 PARTS WASHER SOLVENT		04/12/2016	04/22/2016	175.40	
177 - Indiana Oxygen Co	17 - acetylene, mix gases, oxygen for shop		04/12/2016	04/22/2016	7.13	
8181 - Lawson Products, INC	17 Lawson mis products for shop - stock		04/12/2016	04/22/2016	236.04	
2974 - MacAllister Machinery Co, INC	17 Cat Software updates		04/12/2016	04/22/2016	1,000.00	
Account 52420 - Other Supplies Totals					Invoice	<u>\$1,495.49</u>
Account 53140 - Exterminator Services						
2839 - Kirbys Termite & Pest Control, INC	19-City Hall & off site facilities-pest control serv. April 2016		04/12/2016	04/22/2016	40.00	
Account 53140 - Exterminator Services Totals					Invoice	<u>\$40.00</u>
Account 53530 - Water and Sewer						
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-March 2016		04/12/2016	04/22/2016	98.96	
Account 53530 - Water and Sewer Totals					Invoice	<u>\$98.96</u>
Account 53620 - Motor Repairs						
4044 - Industrial Hydraulics, INC	17 REBUILD 4 STAGE CYLINDER		04/12/2016	04/22/2016	715.06	
Account 53620 - Motor Repairs Totals					Invoice	<u>\$715.06</u>
Account 53920 - Laundry and Other Sanitation Services						
19171 - Aramark Uniform & Career Apparel Group, INC	17 city portion employee uniforms		04/12/2016	04/22/2016	13.32	
19171 - Aramark Uniform & Career Apparel Group, INC	17 mats & towels		04/12/2016	04/22/2016	62.05	
19171 - Aramark Uniform & Career Apparel Group, INC	17 city portion employee uniforms		04/12/2016	04/22/2016	13.32	
19171 - Aramark Uniform & Career Apparel Group, INC	17 mats & towels		04/12/2016	04/22/2016	63.61	
Account 53920 - Laundry and Other Sanitation Services Totals					Invoice	<u>\$152.30</u>
Program 170000 - Main Totals					Invoice	<u>\$30,219.61</u>
Department 17 - Fleet Maintenance Totals					Invoice	<u>\$30,219.61</u>
Fund 802 - Fleet Maintenance Totals					Invoice	<u>\$30,219.61</u>
Fund 804 - Insurance Voluntary Trust						
Department 12 - Human Resources						
Program 120000 - Main						
Account 53990.1241 - Other Services and Charges Vision						
3977 - Cigna Health & Life Insurance Company	12-Cigna Vision/Dental Admin Apr 2016		04/12/2016	04/22/2016	6,434.16	
Account 53990.1241 - Other Services and Charges Vision Totals					Invoice	<u>\$6,434.16</u>
Account 53990.1271 - Other Services and Charges Section 125 - URM- City						
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM		04/11/2016	04/11/2016	50.00	
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM		04/11/2016	04/11/2016	594.00	
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM		04/11/2016	04/11/2016	208.29	
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM		04/11/2016	04/11/2016	170.28	
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM		04/12/2016	04/12/2016	79.77	
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM		04/13/2016	04/13/2016	292.71	
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals					Invoice	<u>\$1,395.05</u>
Account 53990.1275 - Other Services and Charges Universal Life (AUL)						

Vendor	Invoice Description	Additional Information	Due Date	G/L Date	Invoice Amount
1872 - American United Life Insurance Company	12-AUL Employee Premiums for 2016		04/12/2016	04/22/2016	4,609.92
		Account 53990.1275 - Other Services and Charges Universal Life (AUL) Totals		Invoice	\$4,609.92
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util					
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM		04/11/2016	04/11/2016	90.00
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM		04/11/2016	04/11/2016	100.00
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM		04/11/2016	04/11/2016	104.00
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM		04/11/2016	04/11/2016	8.00
17785 - The Howard E Nyhart Co, Inc	12-City/Util URM		04/13/2016	04/13/2016	35.00
		Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice	\$337.00
		Program 120000 - Main Totals		Invoice	\$12,776.13
		Department 12 - Human Resources Totals		Invoice	\$12,776.13
		Fund 804 - Insurance Voluntary Trust Totals		Invoice	\$12,776.13
Fund 805 - Unemployment Comp Non-Reverting					
Department 12 - Human Resources					
Program 120000 - Main					
Account 53990 - Other Services and Charges					
204 - State Of Indiana	12 Uemployment March 16		04/12/2016	04/22/2016	1,490.58
		Account 53990 - Other Services and Charges Totals		Invoice	\$1,490.58
		Program 120000 - Main Totals		Invoice	\$1,490.58
		Department 12 - Human Resources Totals		Invoice	\$1,490.58
		Fund 805 - Unemployment Comp Non-Reverting Totals		Invoice	\$1,490.58
				Invoice	\$373,184.89

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/22/2016	Bank Fees Claims				373,184.89
4/6/2016	Sp Utility Cks Woodlawn Ave				4,726.73
					<u>377,911.62</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 377,911.62

Dated this _____ day of _____ year of 20_____.

Kyla Cox Deckard, President

Kelly Boatman, Vice-President

Melanie Castillo-Cullather, Secretary

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 _____