

**MONROE COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES MEETING**

Wednesday, January 17, 2018

Room 1B

Immediately following the Board of Finance meeting at 5:45 pm.

AGENDA

1. Call to Order –John Walsh, President
2. Consent Agenda – action item – Marilyn Wood
 - a. Minutes of December 13, 2017 Board Meeting (page 1-3)
 - b. Minutes of January 10, 2018 Board Work Session (page 4-6)
 - c. Monthly Bills for Payment (page 7-14)
 - d. Monthly Financial Report (page 15-42)
 - e. Personnel Report (page 43-49)
 - f. 2018 Board Meeting Calendar (page 50)
3. Director’s Monthly Report – Marilyn Wood, Director (page 51-67)
4. Old Business
 - a. 2018 Slate of Officers (for action at February 2018 meeting) – John Walsh
5. New Business – action items
 - a. Resolution to Transfer Money to the Rainy Day Fund – Gary Lettelleir (page 68-69)
 - b. Resolution to Transfer Money to LIRF – Gary Lettelleir (page 70)
 - c. Resolution to Declare Certain Property Surplus – Gary Lettelleir (page 71-72)
 - d. 2018 El Centro Comunal Latino contract – Marilyn Wood (page 73-75)
 - e. 2018 CATS contract with the City of Bloomington– Michael White (page 76-90)
 - f. 2018 CATS contract with the Town of Ellettsville – Michael White (page 91-92)
 - g. 2018 CATS contract with WFHB – Michael White (page 93-95)
 - h. Proposed Changes to Community Access Television Services Policies (CATS) – Michael White (page 96-99)
 - i. Proposal from the Town of Ellettsville for Utility Work – Marilyn Wood (page 100)
 - j. Approval to Proceed with Public Bid for Ellettsville Renovation – Marilyn Wood (page 101-168)
6. Public Comment
7. Adjournment

View the Board Packet on the Library’s website:

<http://mcpl.info/library-trustees/meetings>

**MONROE COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES MEETING
December 13, 2017
Main Library, Meeting Room 1B**

Present

Board members: Kari Esarey, David Ferguson, Chris Harrison, Kathy Loser, Valerie Merriam, Fred Risinger, John Walsh

Library staff: Mike Adams, Jane Cronkhite, Sierra Gardner, Michael Hoerger, Gary Lettelleir, Martin O'Neill, Ryan Stacy, Michael White, Kyle Wickemeyer-Hardy, Marilyn Wood

Others: Tom Bunger

Call to Order

The meeting was called to order at 5:45 p.m. by Board President John Walsh.

Consent Agenda

Kathy Loser moved to approve the consent agenda; Kari Esarey seconded her motion. The motion to adopt the consent agenda passed unanimously without discussion.

Director's Monthly Report

Library Director Marilyn Wood presented her monthly report for November. Among the items she discussed:

- November saw the NEA Big Read continue, highlighted by author Jamie Ford's visit to Bloomington for the Library's biannual Power of Words event. A number of additional NEA Big Read programs, hosted by the Library, were also held in November.
- Along with changing use of the Ellettsville Branch by patrons have come challenges in addressing occasionally undesirable behavior by teens. Associate Library Director Jane Cronkhite elaborated on the Library's efforts to be proactive in engaging with teenaged patrons before problems can develop.

Marilyn then fielded specific questions by the Board relating to her monthly report.

Old Business

None.

New Business

2018 Holiday, Pay Schedule, and Wage and Salary Schedule Resolutions.

Valerie Merriam moved to adopt the proposed schedules relating to the Library and its employees for 2018; Fred Risinger seconded her motion. Library Human Resources Manager Kyle Wickemeyer-Hardy formally submitted the schedules in question for the Board's review; the motion passed unanimously without discussion by the Board. David Ferguson moved that a separate resolution setting the Library Director's salary be approved, with Valerie seconding the motion. President John Walsh read the resolution aloud. This motion also passed unanimously without discussion by the Board.

2018 Fines & Fee Schedule. Kari Esarey moved to adopt the resolution submitted by Library Financial Officer Gary Lettelleir setting the Library's fines and fees, which remain unchanged from the current year; the motion was seconded by Fred. After a brief discussion, the motion passed unanimously.

Resolution for payment of services. After Kathy seconded Valerie's motion to approve payment to Bose McKinney and Umbaugh, two firms to be involved in the preparation of the sale of a bond by the Library, the motion was passed unanimously without further questions or discussion.

2018-20 Library Strategic Direction Plan. Fred moved that the Board approve the Library's three-year Strategic Direction Plan, with Kari seconding his motion. After Marilyn affirmed that slight changes in the Plan's language were made per the Board's request, the motion passed unanimously.

2018 CATS contract with Monroe County. Michael White, Manager of Community Access Television Services (CATS), submitted the proposed funding agreement between Monroe County and CATS for the upcoming year. David moved that the contract be approved, and Kathy seconded his motion. Michael then fielded specific questions by the Board in the brief discussion that followed, and the motion passed unanimously.

Update: CATS

Michael White and Assistant Manager Martin O'Neill then updated the Board on activities at CATS. Among the items they discussed:

- Although CATS continues to receive funding through franchise fees from Monroe County, the Town of Ellettsville, and the City of Bloomington, increases in revenue from these fees are seeing somewhat of a plateau.
- A major wiring upgrade has taken place in CATS over the past year, and third-party engineers have been contracted to install new studio gear in early 2018.
- Coverage by CATS of local government meetings in 2017 was the highest it has

been in the previous three years. Total number of CATS productions in 2017 was higher than in the previous three years as well.

Throughout the presentation, the two answered specific questions by the Board.

Public Comment

None.

Adjournment

David moved to adjourn the meeting; Kathy seconded the motion. The meeting then adjourned at 6:21 p.m.

**MONROE COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES
WORK SESSION
January 10, 2018
Main Library, Meeting Room 1B
5:45 p.m.**

Present

Board members: Kari Esarey, Kathy Loser, Valerie Merriam, Fred Risinger, John Walsh

Library staff: Mike Adams, Jane Cronkhite, Elizabeth French, Stephanie Holman, Julie Kinser, Gary Lettelleir, Sam Ott, Steve Schuster, Ryan Stacy, Kathy Starks, Michael White, Kyle Wickemeyer-Hardy, Marilyn Wood

Others: Tom Bungler

Call to Order

The work session was called to order at 5:46 p.m. by John Walsh, Board President.

Resolution to Transfer Money to the Rainy Day Fund and Resolution to Transfer Money to LIRF

Library Financial Officer Gary Lettelleir reported net operating receipts for 2017 of \$773,119. On the advice of the Library's financial advisors, Gary related, the Library proposes to add \$346,141 of this surplus to the Rainy Day Fund. The Library proposes to direct the remainder of the surplus to the Library Improvement Reserve Fund (LIRF), along with the \$930,000 already appropriated, for a total about \$1.35 million transferred to LIRF.

Gary then answered specific questions by the Board in the brief discussion that followed.

2018 El Centro Comunal Latino contract

Library Director Marilyn Wood reported that the Library's proposed agreement with El Centro for 2018 is identical to 2017's, except for a change in El Centro's payment schedule, which will move from a quarterly basis to semi-annual per El Centro's request. Marilyn answered the Board's specific questions about the contract.

2018 CATS contracts

Michael White, Manager at Community Access Television Services (CATS), presented the proposed renewed agreements between CATS and the Town of Ellettsville, CATS and the City of Bloomington, and CATS and WFHB Radio. Among the items he discussed:

- Proposed funding from the Town of Ellettsville and the City of Bloomington

reflect increases of 4% and 1%, respectively.

- Under the agreement between CATS and WFHB, CATS will continue to furnish WFHB with its total weekly coverage of local governmental meetings for use in the station's news telecast. In exchange, WFHB will continue to provide CATS with a written weekly digest of the meetings, which CATS produces as a news program of its own.

Resolution to Declare Certain Property Surplus

Gary submitted a list of items the Library proposes to declare as surplus. The Library's intention is to offer the items to area nonprofit organizations serving the community.

Proposed Changes to Community Access Television Services Policies

Michael presented the Board with a set of revised policies relating to CATS' coverage of local governmental meetings, as well as Access Use and Limitations for public use of CATS services. Among the items he discussed:

- In the interest of objective coverage in the public interest, a provision establishes CATS as the sole arbiter of production decisions during coverage of governmental meetings.
- To avoid the appearance of a conflict of interest in its coverage of political candidates, CATS will produce candidate forums only after the deadline for candidate registration each election cycle has passed.
- Except for CATS coverage of government meetings, which are in the public domain, all programming produced by CATS remains its copyright. Copyright for all programming produced by the public lies with the individual producers of those programs.

The changes to this policy have been reviewed by Tom Bunger. Michael fielded specific questions by the Board throughout his discussion of these policies.

Proposal from the Town of Ellettsville for Utility Work

Marilyn presented for the Board's consideration an offer from the Town of Ellettsville to provide work on the sewer line at the Ellettsville Branch, in exchange for the Library's purchasing of additional lighting at the public monument on the property.

In the brief discussion that followed, Marilyn responded to specific questions by the Board.

Approval to Proceed with Public Bid for Ellettsville Renovation

Marilyn reported that the Library is at the point of preparing to solicit bids for planned renovation work at the Ellettsville Branch. Among the items she and Library Associate Director Jane Cronkhite discussed:

- The architects on the renovation project have advised the Library that, due to the particular nature of the work planned and the Branch itself, an extended

closure is necessary. The least costly and most efficient option for the Library, Marilyn said, is to schedule the various projects concurrently, which could result in a total closure of up to four months.

- The Library is exploring different options for mitigating disruptions in service to the Ellettsville community. These include adding extra Outreach services like Bookmobile and Van stops, and partnering with nearby agencies that allow use of their spaces for temporary Library services and programs. Library Staff will be assigned in these efforts as circumstances dictate.
- A final estimated total project cost, with expectations of reducing costs with the closure of the Branch, of about \$1.33–1.47 million has been submitted to the Library. The cost, which is higher than originally expected, can be met by drawing upon LIRF and bond revenue available to the Library.

Throughout this discussion among the Board, Marilyn and Jane answered specific questions.

2018 Slate of Officers

In anticipation of the February Board Meeting, John asked Board members to share their availability to serve on the Board in 2018, and any interest they have in an officer role.

Public Comment

Community Engagement Librarian Stephanie Holman related her concerns about the proposed temporary closure of the Ellettsville Branch. On behalf of AFSCME Local 2802, Community Engagement Librarian Sam Ott related concerns about the prospect of a temporary closure as well, and asked staff concerns regarding training, travel arrangements, and scheduling be considered.

Adjournment

The meeting was adjourned by John at 7:06 p.m.

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Name	Check Date	Check Amt	
06600 MAINSOURCE CHECKING			
Paid Chk# 006330 ADP, INC.	12/1/2017	\$97.68	BACKGROUND CHECKS
Paid Chk# 006331 AMERICAN UNITED LIFE INS.	12/1/2017	\$1,532.30	403b TSA-AUL W/H
Paid Chk# 006332 APPLE INC.	12/1/2017	\$2,435.00	IT SPLS
Paid Chk# 006333 AT&T (IL)	12/1/2017	\$1,058.73	PHONE SERVICE
Paid Chk# 006334 AT&T MOBILITY	12/1/2017	\$397.36	CELL PHONES
Paid Chk# 006335 BAKER & TAYLOR BOOKS	12/1/2017	\$28,232.97	BOOKS
Paid Chk# 006336 BETHANY TURRENTINE	12/1/2017	\$158.91	VITAL WINTER PARTY
Paid Chk# 006337 BIBLIOTHECA LLC	12/1/2017	\$51,574.00	SELF-CHECK MACHINES
Paid Chk# 006338 BLACKSTONE PUBLISHING	12/1/2017	\$126.72	NONPRINT
Paid Chk# 006339 B-TECH LLC	12/1/2017	\$120.00	ANNUAL FIRE EXT. MAINT. & WEBSERVICE
Paid Chk# 006340 BUSINESS FURNITURE LLC	12/1/2017	\$62,341.86	2ND FLOOR PROJECT-FURNITURE
Paid Chk# 006341 DUKE ENERGY	12/1/2017	\$1,431.13	ELECTRICITY
Paid Chk# 006342 ELLETTTSVILLE MAIN STREET,	12/1/2017	\$40.00	BOOKS
Paid Chk# 006343 FINDAWAY WORLD, LLC	12/1/2017	\$3,340.67	NONPRINT
Paid Chk# 006344 GALE/CENGAGE LEARNING	12/1/2017	\$876.17	BOOKS
Paid Chk# 006345 GIBSON TELDATA, INC.	12/1/2017	\$510.00	2 PHONES
Paid Chk# 006346 GREY HOUSE PUBLISHING, INC.	12/1/2017	\$252.50	BOOK
Paid Chk# 006347 INSIDE INDIANA	12/1/2017	\$0.00	SUBSCRIPTION/MAGAZINE
Paid Chk# 006348 LYNXSOE SYSTEMS INC.	12/1/2017	\$74,691.40	ELL. SORTER/FINAL PYMT.
Paid Chk# 006349 MIDWEST PRESORT SERVICE	12/1/2017	\$434.09	POSTAGE SERVICE
Paid Chk# 006350 MIDWEST TAPE	12/1/2017	\$6,450.60	NONPRINT, BOOKS
Paid Chk# 006351 NOLAN'S LAWN CARE SERVICE	12/1/2017	\$355.50	LAWN CARE
Paid Chk# 006352 PENGUIN RANDOM HOUSE, LLC	12/1/2017	\$297.25	NONPRINT
Paid Chk# 006353 B.B & C POW PEST CONTROL,	12/1/2017	\$150.00	PEST CONTROL
Paid Chk# 006354 PROQUEST LLC	12/1/2017	\$8,230.00	DATABASES
Paid Chk# 006355 QUILL CORPORATION	12/1/2017	\$879.78	OFFICE SPLS
Paid Chk# 006356 RECORDED BOOKS, INC.	12/1/2017	\$283.90	NONPRINT
Paid Chk# 006357 REGENT BOOK COMPANY	12/1/2017	\$43.88	BOOKS
Paid Chk# 006358 RICOH USA, INC.	12/1/2017	\$66.16	ADMIN COPIER RENTAL
Paid Chk# 006359 RICOH USA, INC.	12/1/2017	\$18.67	ADDTL IMAGES/COPIER
Paid Chk# 006360 SCOLA	12/1/2017	\$1,444.00	YRLY RENEWAL-WORD TV SATELLITE FEED
Paid Chk# 006361 SIERRA CLUB	12/1/2017	\$12.00	6 ISSUES
Paid Chk# 006362 STEPHANIE HOLMAN	12/1/2017	\$13.35	CHILDRENS' PROGRAM SUPPLIES
Paid Chk# 006363 STR BUILDING RESOURCES LLC	12/1/2017	\$3,150.00	BLDG EXTERIOR
Paid Chk# 006364 STURGEON STONE &	12/1/2017	\$3,310.00	ELL. BLDG RENO FOR NEW SORTER
Paid Chk# 006365 SUZANNE KERN/CHANGE FUND	12/1/2017	\$200.00	INCREASE CHANGE FUND BALANCE
Paid Chk# 006366 SYNCHRONY BANK/AMAZON	12/1/2017	\$9,893.65	BOOKS, NONPRINT
Paid Chk# 006367 THE NEW YORK TIMES	12/1/2017	\$3,040.08	YRLY SUBSCRIPTION 11/11/17-11/
Paid Chk# 006368 THOMSON REUTERS - WEST	12/1/2017	\$473.31	BOOKS
Paid Chk# 006369 U PRINTING	12/1/2017	\$452.56	BOOKMARKS, BUS. CARDS, ETC.
Paid Chk# 006370 VIBE HCM, INC.	12/1/2017	\$395.00	ACCESS TO EMPOWER DATABASE/NOV.
Paid Chk# 006371 WFHB	12/1/2017	\$3,000.00	3RD QTR. '17 CATS NEWS PROGRAM
Paid Chk# 006372 WORLD BOOK DIRECT	12/1/2017	\$42.90	BOOKS
Paid Chk# 006373 AFSCME COUNCIL 62	12/7/2017	\$1,031.80	UNION DUES W/H
Paid Chk# 006374 AMERICAN HERITAGE LIFE INS.	12/7/2017	\$318.24	NOV.'18 OTHER INSURANCE W/H
Paid Chk# 006375 BAKER & TAYLOR BOOKS	12/7/2017	\$3,424.00	BOOKS
Paid Chk# 006376 BIBLIOTHECA LLC	12/7/2017	\$22,923.00	SELF-CHECK MACHINES
Paid Chk# 006377 BLOOMINGTON PAINT &	12/7/2017	\$160.11	ELL. LOBBY PAINT
Paid Chk# 006378 CARMICHAEL TRUCK &	12/7/2017	\$529.24	BKM REPAIRS
Paid Chk# 006379 CHASE CARD SERVICES	12/7/2017	\$6,742.03	VARIOUS
Paid Chk# 006380 CITY OF BLOOMINGTON--	12/7/2017	\$1,212.00	GARAGE PARKING/NOV.'17
Paid Chk# 006381 DELPHI SIGNS & GRAPHICS,	12/7/2017	\$105.00	SIGNAGE/ELL.
Paid Chk# 006382 DEPARTMENT OF HOMELAND	12/7/2017	\$120.00	ELEVATOR OPERATING CERTIFICATES
Paid Chk# 006383 ELLETTTSVILLE TRUE VALUE	12/7/2017	\$34.76	PAINT

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Name	Check Date	Check Amt
Paid Chk# 006384 ELLETTSVILLE UTILITIES	12/7/2017	\$250.33 WATER & SEWER
Paid Chk# 006385 FOUNDATION CENTER	12/7/2017	\$1,995.00 DATABASE/ANNUAL FEE
Paid Chk# 006386 FREEDOM BUSINESS	12/7/2017	\$1,573.80 PRINT CARTRIDGES & DRUMS
Paid Chk# 006387 GUARDIAN LIFE INS. CO.	12/7/2017	\$8,390.67 DEC.'17 DENTAL, VISION, STD, LIFE INSURANCE
Paid Chk# 006388 INDIANA CHAMBER OF	12/7/2017	\$159.95 BOOKS
Paid Chk# 006389 IU HEALTH BLOOMINGTON, INC.	12/7/2017	\$75.00 YOGA W/BABY PROGRAM
Paid Chk# 006390 JACOB A. TRAICOFF	12/7/2017	\$29.99 REFUND ON LOST ITEM
Paid Chk# 006391 JOHN P. MOSORA	12/7/2017	\$44.25 FUEL FOR BLACK VAN
Paid Chk# 006392 KLEINDORFER'S HDWE	12/7/2017	\$30.34 BLDG SPLS
Paid Chk# 006393 KYLIE D. MILLER	12/7/2017	\$19.00 REFUND ON LOST ITEM
Paid Chk# 006394 LEGAL SHIELD	12/7/2017	\$176.70 ID THEFT/LEGAL SERVICE W/H
Paid Chk# 006395 MIDWEST TAPE	12/7/2017	\$15,084.79 NONPRINT, BOOKS, E-BOOKS
Paid Chk# 006396 NEW READERS PRESS	12/7/2017	\$98.49 10 COPIES OF SUBSCRIPTIONS/VITAL
Paid Chk# 006397 RYAN STACY	12/7/2017	\$10.72 ILF CONF FOOD
Paid Chk# 006398 SIHO INSURANCE SERVICES	12/7/2017	\$44,515.95 DEC.'17 HEALTH INS.
Paid Chk# 006399 SMITHVILLE COMMUNICATIONS	12/7/2017	\$1,776.00 INTERNET SERVICE
Paid Chk# 006400 TASC	12/7/2017	\$648.20 COBRA & FSA RENEWAL & ADMIN FEES
Paid Chk# 006401 U PRINTING	12/7/2017	\$104.88 STICKERS TO GIVE AWAY
Paid Chk# 006402 UNITED WAY	12/7/2017	\$54.00 UNITED WAY W/H
Paid Chk# 006403 VERIZON WIRELESS	12/7/2017	\$120.03 BKM DATA LINES
Paid Chk# 006404 WFHB	12/7/2017	\$3,000.00 4TH QTR. '17 CATS NEWS PROGRAM
Paid Chk# 006405 WORLD BOOK, INC.	12/7/2017	\$2,997.00 BOOKS
Paid Chk# 006406 AMERICAN HERITAGE LIFE INS.	12/14/2017	\$318.24 OTHER INSURANCES
Paid Chk# 006407 APPLE INC.	12/14/2017	\$3,037.00 CABLES
Paid Chk# 006408 AT&T (IL)	12/14/2017	\$135.64 2 DEDICATED PHONE LINES
Paid Chk# 006409 BANCTEC INC.	12/14/2017	\$31.83 FOLDER MAINT.
Paid Chk# 006410 BIBLIOTHECA LLC	12/14/2017	\$12,523.33 E-BOOKS
Paid Chk# 006411 BLACKMESH	12/14/2017	\$1,300.00 MANAGED CLOUD HOSTING
Paid Chk# 006412 BOSE MCKINNEY & EVANS LLP	12/14/2017	\$3,150.00 LEGAL SERVICE -2019 GEN OBLIGATION BOND
Paid Chk# 006413 BUNGER & ROBERTSON, LLP	12/14/2017	\$300.00 LEGAL SERVICE
Paid Chk# 006414 CDW GOVERNMENT, INC.	12/14/2017	\$161.37 IT SPLS
Paid Chk# 006415 CECILIA L. WING	12/14/2017	\$26.24 REFUND ON LOST ITMES
Paid Chk# 006416 CENTURYLINK	12/14/2017	\$24.56 LONG DISTANCE CALLS
Paid Chk# 006417 COMCAST	12/14/2017	\$44.41 CABLE EQUIP. RENTAL
Paid Chk# 006418 DUKE ENERGY	12/14/2017	\$23,306.34 ELECTRICITY
Paid Chk# 006419 FREEDOM BUSINESS	12/14/2017	\$618.79 PRINT CARTRIDGES
Paid Chk# 006420 JANET A. PIERSON	12/14/2017	\$1,000.00 MATH HELP COORDINATOR/MAIN & ELL.
Paid Chk# 006421 KAREN S. POWELL	12/14/2017	\$26.75 REFUND ON DOUBLE PYMT
Paid Chk# 006422 MALKE J. ROSENFELD	12/14/2017	\$75.00 MAKE & CREATE PROGRAM/CHILDREN
Paid Chk# 006423 MIDWEST PRESORT SERVICE	12/14/2017	\$273.73 POSTAGE SERVICE
Paid Chk# 006424 MOVIE LICENSING USA	12/14/2017	\$1,271.00 PUBLIC PERFORMANCE/COMPLIANCE LICENSES
Paid Chk# 006425 OCLC, INC.	12/14/2017	\$3,703.87 OCLC USAGE
Paid Chk# 006426 RICOH USA, INC.	12/14/2017	\$52.36 ADD'L IMAGES/COPIER
Paid Chk# 006427 ROB STOCKWELL	12/14/2017	\$44.97 LIGHTNING CABLES
Paid Chk# 006428 RUTH A. BRAUNER	12/14/2017	\$33.98 REFUND ON LOST ITEMS
Paid Chk# 006429 SMITHVILLE COMMUNICATIONS	12/14/2017	\$179.43 TELEPHONE
Paid Chk# 006430 SPENCER EVENING WORLD	12/14/2017	\$86.00 12MONTHS/ACCT #961937
Paid Chk# 006431 STEPHANIE HOLMAN	12/14/2017	\$12.80 CHILDRENS' SPLS
Paid Chk# 006432 THE HUNTINGTON NATIONAL	12/14/2017	\$345,100.00 DEC/GEN. OBLIG. BOND OF 2015
Paid Chk# 006433 UNIQUE MANAGEMENT	12/14/2017	\$1,056.10 COLLECTION AGENCY FEE
Paid Chk# 006434 VECTREN ENERGY DELIVERY	12/14/2017	\$287.12 NATURAL GAS
Paid Chk# 006435 WELLS FARGO VENDOR	12/14/2017	\$50.93 COPIER RENTAL
Paid Chk# 006436 AMERICAN UNITED LIFE INS.	12/20/2017	\$1,532.30 403b TSA-AUL W/H
Paid Chk# 006437 CDW GOVERNMENT, INC.	12/20/2017	\$9.59 IT SPLS
Paid Chk# 006438 CITY OF BLOOMINGTON	12/20/2017	\$1,478.04 WATER & SEWER

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Paid Chk# 006439 DEMCO SOFTWARE	12/20/2017	\$166.00	SOFTWARE MAINT CONTRACT 2018
Paid Chk# 006440 EXACTHIRE	12/20/2017	\$405.00	QTRLY SOFTWARE ACCESS FEE
Paid Chk# 006441 FREEDOM BUSINESS	12/20/2017	\$719.93	HP PRINTER & PRINT CARTRIDGES
Paid Chk# 006442 GIBSON TELDATA, INC.	12/20/2017	\$1,234.63	EXECUTIVE ASSURANCE QTRLY MAIN
Paid Chk# 006443 JENNIFER BALE	12/20/2017	\$20.00	REFUND ON LOST ITEM
Paid Chk# 006444 JIM GORDON, INC	12/20/2017	\$19.33	COPIER OVERAGE
Paid Chk# 006445 MIDWEST PRESORT SERVICE	12/20/2017	\$256.80	POSTAGE SERVICE
Paid Chk# 006446 MONROE CTY PUBLIC LIBRARY-	12/20/2017	\$1,143,480.00	OPERATING TO LIRF FUND TRANSFERS
Paid Chk# 006447 OVERDRIVE, INC.	12/20/2017	\$18,400.00	E-BOOKS
Paid Chk# 006448 PAUL ADAMS	12/20/2017	\$915.00	FREDDY FOSSIL'S DINO SHOWS
Paid Chk# 006449 QUILL CORPORATION	12/20/2017	\$494.09	STORAGE CABINET/VITAL-GENERAL
Paid Chk# 006450 RICOH USA, INC.	12/20/2017	\$90.18	COPIER/ADD'L IMAGES
Paid Chk# 006451 THE ULTIMATE SOFTWARE	12/20/2017	\$10.00	EXCESS FEE/HR SERVICE
Paid Chk# 006452 VIBE HCM, INC.	12/20/2017	\$395.00	ACCESS TO EMPOWER DATABASE/DEC
Paid Chk# 006453 WEX BANK	12/20/2017	\$28.46	FUEL
Paid Chk# 006454 MONROE COUNTY PUBLIC	12/28/2017	\$7,398.09	TRANSFER PAYROLL HSA \$ TO GERMAN AMER.
Paid Chk# 006455 ALL-PHASE ELECTRIC SUPPLY	12/29/2017	\$57.20	2ND FLOOR LIGHTING PROJECT
Paid Chk# 006456 AMERICAN UNITED LIFE INS.	12/29/2017	\$1,487.30	403b TSA-AUL W/H
Paid Chk# 006457 AT&T (IL)	12/29/2017	\$1,058.73	PHONE SERVICE
Paid Chk# 006458 AT&T MOBILITY	12/29/2017	\$397.36	CELL PHONES
Paid Chk# 006459 B-TECH LLC	12/29/2017	\$369.55	QTRLY FIRE ALARM SVCS & WEBSERVICE
Paid Chk# 006460 CHASE CARD SERVICES	12/29/2017	\$8,109.69	VARIOUS
Paid Chk# 006461 CITY OF BLOOMINGTON--	12/29/2017	\$1,212.00	DEC. '17 PARKING GARAGES PERMITS
Paid Chk# 006462 DUKE ENERGY	12/29/2017	\$1,817.62	ELECTRICITY
Paid Chk# 006463 FREEDOM BUSINESS	12/29/2017	\$239.98	PRINT CARTRIDGES
Paid Chk# 006464 HFI MECHANICAL CONTRACTOR	12/29/2017	\$347.48	ADMIN AREA HOT/BLDG REPAIR
Paid Chk# 006465 HP PRODUCTS	12/29/2017	\$166.48	CLEANING SPLS
Paid Chk# 006466 KYLE WICKEMEYER-HARDY	12/29/2017	\$580.59	2017 IN SHRM CONF. EXPENSES
Paid Chk# 006467 MENARDS - BLOOMINGTON	12/29/2017	\$20.97	BLDG SPLS
Paid Chk# 006468 MIDWEST PRESORT SERVICE	12/29/2017	\$269.57	POSTAGE SERVICE
Paid Chk# 006469 MONSTER TRASH	12/29/2017	\$187.02	TRASH SERVICE
Paid Chk# 006470 NATURE'S WAY, INC.	12/29/2017	\$85.00	INTERIOR PLANT SVC
Paid Chk# 006471 NETWORK SERVICES COMPANY	12/29/2017	\$2,111.59	BLDG SPLS
Paid Chk# 006472 NOLAN'S LAWN CARE SERVICE	12/29/2017	\$261.25	LAWN CARE
Paid Chk# 006473 B,B & C POW PEST CONTROL,	12/29/2017	\$55.00	PEST CONTROL
Paid Chk# 006474 RICOH USA, INC.	12/29/2017	\$66.16	ADMIN COPIER RENTAL
Paid Chk# 006475 STEPHANIE HOLMAN	12/29/2017	\$115.82	6/6/17 - 12/20/17 MILEAGE
Paid Chk# 006476 STURGEON STONE &	12/29/2017	\$3,450.00	ELL RENOVATION
Paid Chk# 006477 SUZANNE KERN - PETTY CASH	12/29/2017	\$105.09	REPLENISH PETTY CASH/POSTAGE
Paid Chk# 006478 THE ULTIMATE SOFTWARE	12/29/2017	\$2,000.00	INTERFACE FILE-ACTIVATE-INRPS
Paid Chk# 006479 YOUR GOOD WORDS	12/29/2017	\$27.20	SPANISH TRANSLATION ON PRINT MATERIALS
Paid Chk# 006480 YOURMEMBERSHIP.COM	12/29/2017	\$435.00	JOB POSTING
Total Checks		\$1,989,927.23	

MONROE COUNTY PUBLIC LIBRARY
CHECKING ACCOUNTS
12/01/17 - 12/31/17

MainSource Checking Account/Check Register Total	\$1,989,927.23
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Add: Electronic Withdrawals

MainSource Checking-Monthly Service Charge (Dec. '17)	21.00
German-American Bank-TSYS CC Fees (Nov.17)	392.00
German-American Bank-Heartland CC Fees (Nov.17)	0.00

Less: Check #6454 Transfer funds from MainSource checking to German American Checking	-7,398.09
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Add: Payrolls

Electronic PERF pymt. 12/12/17 from 11/10/17 Payroll	21,143.99
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Electronic PERF pymt. 12/21/17 from 11/24/17 Payroll	19,693.73
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Vouchers 12/08/17 Payroll (UltiPro)	137,641.85
Electronic transfer (UltiPro) employee/employer taxes	57,648.37
Electronic transfer (UltiPro) employee "HSA"	2,316.20
Electronic PERF pymt. 12/28/17	22,144.74
Electronic transfer 12/12/17 (TASC) employee/employer "FSA"	126.92
Garnishment - employee 12/07/17	71.50

Vouchers 12/22/17 Payroll (UltiPro)	128,838.88
Payroll Check #50101 on 12/22/17	258.10
Electronic transfer 12/21/17 (UltiPro) employee/employer taxes	50,691.16
Electronic transfer (UltiPro) employer "HSA"	0.00
Electronic transfer (UltiPro) employee "HSA" German-Amer.	2,835.69
Electronic PERF pymt. 12/00/17	0.00
Electronic transfer 12/28/17 (TASC) employee/employer "FSA"	127.10
Garnishment - employee 12/21/17	71.50

Vouchers 12/29/17 Payroll (UltiPro)	1,043.24
Electronic transfer 12/28/17 (UltiPro) employee/employer taxes	398.08

TOTAL OF A/P AND PAYROLL CHECK REGISTERS	\$2,427,993.19
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CK# 6379

ACCOUNTS PAYABLE VOUCHER

MONROE COUNTY PUBLIC LIBRARY*Address Line 1*303 E KIRKWOOD AVENUE*BLOOMINGTON, IN
47408

Payee	Claim 31214
CHASE CARD SERVICES	Purchase Order No. 0
CARDMEMBER SERVICE	Terms
PALATINE, IL 60094-4014	Date Due

Invoice Date	Invoice Number	Description (or note attached Invoice(s) or bill(s))	Amount
10/28/2017		E001-019-31500 WUNDERKINDER/MNTHLY SUB.	\$24.95
10/28/2017		E001-019-31500 EVERNOTE/MNTHLY SUB.	\$69.99
10/30/2017		E001-007-33200 MAILCHIMP/E-NEWSLETTER SVCS	\$45.00
11/3/2017		E019-001-21350 POND5/BIG READ VIDEO MUSIC	\$20.00
11/8/2017		E019-007-22900 DISPLAYS2GO/DISPLAY ITEMS	\$885.27
11/10/2017		E001-019-31500 HOOTSUITE/MTHLY SOCIAL MEDIA	\$10.69
11/16/2017		E019-007-21350 NATIONS PHOTO/ALL STAFF PHOTO PRINT	\$25.63
10/24/2017		E001-018-45100 YESASIA/BOOKS	\$42.27
10/30/2017		E001-018-45100 LETHEPRESS/BOOKS	\$179.00
11/2/2017		E001-018-45100 PEDIMENT/BOOKS	\$66.35
11/8/2017		E001-018-45300 TARGET/NONPRINT	\$63.96
11/8/2017		E001-018-45100 TOPATOCO/BOOKS	\$69.47
11/18/2017		E001-018-45200 HOOSIER TIMES/ELL JOURNAL	\$30.00
10/26/2017		E020-016-21400 BEST BUY/INK	\$43.95
11/2/2017		E020-016-21400 BEST BUY/INK	\$13.99
11/2/2017		E020-016-23000 BEST BUY/IT SPLS	\$99.99
11/21/2017		E020-016-23100 AMAZON/MULTI-TOOLS	\$167.50
11/24/2017		E001-008-22200 CIRCLE K/REBATE-GAS	(\$0.37)
11/7/2017		E001-001-32400 ILF/AWARD BANQUET	\$45.00
11/14/2017		E001-008-22200 CIRCLE K/GAS	\$36.58
11/8/2017		E001-006-33100 BLACKCAUCUS/HELP WANTED AD	\$175.00
11/21/2017		E019-001-21350 BLU BOY CHOCOLATE/STAFF RECOG.	\$45.77
11/3/2017		E001-008-22200 CIRCLE S/GAS	\$41.02
11/8/2017		E001-008-22200 CIRCLE S/GAS	\$67.80
11/10/2017		E001-024-21300 SMITHGEAR/HEADPHONES	\$229.00
11/22/2017		E019-026-21350 KROGER/TEEN FOOD	\$62.18
11/22/2017		E019-026-21350 BEST BUY/TEEN SPLS	\$3.99
10/24/2017		R001-024-03500 MCPL/SELF CHECK CC TEST	\$1.00
11/14/2017		E001-026-23000 OCULUS/IT SPLS	\$39.00
11/16/2017		E020-016-31500 DREAMHOST/CATS WEBSITE	\$50.07
10/23/2017		E019-026-21350 HOME DEPOT CANCELED	(\$11.46)
10/24/2017		E019-026-21350 MICHAELS/TEEN SPLS	\$162.54
10/24/2017		E019-026-21350 JOANN/TEEN SPLS	\$31.94
10/23/2017		E019-026-21350 HOME DEPOT/SPLS-CANCELLED ORDER	\$11.46
10/25/2017		E019-026-21350 AMAZON/TEEN SPLS	\$5.99
10/26/2017		E019-026-21350 MICHAELS/TEEN SPLS	\$23.88
10/27/2017		E019-026-21350 AMAZON/TEEN SPLS	\$54.24
10/27/2017		E019-026-21350 OWLCRATE/PRIZE SUBSCRIPTION	\$107.95
10/27/2017		E019-026-21350 OWLCRATE/PRIZE SUBSCRIPTION	\$107.95
11/2/2017		E019-026-21350 AMAZON/TEEN SPLS	\$6.41
11/2/2017		E019-026-21350 AMAZON/TEEN SPLS	\$5.99

ck# 6379

11/2/2017	E019-026-21350 AMAZON/TEEN SPLS	\$70.41
11/5/2017	E019-026-21350 AMAZON/TEEN SPLS	\$13.74
11/5/2017	E019-026-21350 AMAZON/TEEN SPLS	\$167.63
11/3/2017	E001-001-32400 HYATT/CONF-HOTEL	\$290.18
11/3/2017	E001-001-32400 HYATT/CONF. HOTEL	\$290.18
11/8/2017	E019-026-21350 ADAFRUIT/TEEN SPLS	\$52.77
11/10/2017	E019-026-21350 AMAZON/TEEN SPLS	\$11.34
11/13/2017	E019-026-21350 AMAZON/TEEN SPLS	\$29.99
11/15/2017	E019-026-21350 AMAZON/TEEN SPLS	\$29.52
11/16/2017	E019-026-21350 AMAZON/TEEN SPLS	\$17.38
11/20/2017	E019-026-21350 AMAZON/TEEN SPLS	\$72.74
11/21/2017	E019-026-21350 DRDONSBUTTONS/TEEN SPLS	\$342.68
10/24/2017	E001-015-22200 EXXONMOBIL-GAS REBATE	(\$0.45)
10/23/2017	E001-015-22200 CITGO/GAS	\$62.41
10/27/2017	E001-015-22100 17TH ST COIN/CLEANING BAGS	\$20.00
10/27/2017	E019-015-21350 LLBEAN/TOTE BAGS FOR OUTREACH	\$224.75
10/30/2017	E001-015-22200 CITGO/GAS	\$72.66
11/6/2017	E001-015-22200 CITGO/GAS	\$68.67
11/10/2017	E001-015-22200 KROGER/GAS	\$37.61
11/9/2017	E001-001-32400 RAYBOURN GROUP/CONF.-JACKSON	\$100.00
11/13/2017	E001-015-22200 CITGO/GAS	\$76.47
11/20/2017	E001-015-22200 CITGO/GAS	\$80.06
10/25/2017	E019-010-21350 AMAZON/ADULT SPLS	\$5.18
10/26/2017	E019-010-21350 KROGER/ADULT FOOD	\$7.47
10/30/2017	E001-001-32400 DELTA/CONF. FLIGHT	\$367.60
10/31/2017	E001-001-32400 TRAVEL INS./CONF. TRIP	\$23.89
10/31/2017	E019-001-32400 UWEX/IN HOUSE EDU PROGRAM	\$58.50
10/30/2017	E019-010-21350 NICKS/ADULT SPLS	\$76.36
11/2/2017	E019-010-21350 KROGER/ADULT SPLS	\$22.28
11/14/2017	E019-010-21350 SAHARA MART/ADULT SPLS	\$37.82
11/14/2017	E019-010-21350 KROGER/ADULT SPLS	\$4.47
10/24/2017	E019-011-21350 KROGER/CHILD SPLS	\$16.86
10/24/2017	E019-011-21350 CVS/CHILD SPLS	\$14.79
10/25/2017	E019-011-21350 JOANN/CHILD SPLS	\$5.49
10/25/2017	E019-011-21350 CVS/CHILD SPLS	\$4.95
10/26/2017	E001-001-32400 KENTUCKY STORY/CONF.	\$80.00
10/31/2017	E019-011-21350 KROGER/CHILD SPLS	\$5.84
11/2/2017	E019-011-21350 DRDONSBUTTONS/CHILD SPLS	\$33.28
11/4/2017	E001-001-32400 JIMMYJOHNS/CONF. FOOD	\$6.96
11/4/2017	E001-001-32400 MHRS LOUISVILLE/CONF. FOOD	\$17.84
11/4/2017	E001-001-32400 MHRS LOUISVILLE/CONF. FOOD	\$3.63
11/9/2017	E019-011-21350 TARGET/CHILD SPLS	\$37.92
11/9/2017	E001-001-32400 EB 2ND YA SUMMIT/CONF.	\$15.00
11/9/2017	E019-011-21350 PARTY CITY/CHILD SPLS	\$14.91
11/14/2017	E019-011-21350 DISC SCH SPLS/CHILD SPLS	\$118.11
11/14/2017	E019-011-21350 DISC SCH SPLS/CHILD SPLS	\$45.21
10/23/2017	E001-014-23100 LOWES/BLDG SPLS	\$49.99
10/24/2017	E001-008-22200 CITGO/GAS	\$73.60
11/9/2017	E001-008-23100 OVERHEAD DOOR/BLDG SPLS	\$127.00
11/10/2017	E001-008-22100 WALMART/CLEANING SPLS	\$13.91
11/10/2017	E001-008-23100 WALMART/BLDG SPLS	\$61.51
11/20/2017	E001-008-23100 DICKS/BLDG SPLS	\$99.98
Total		\$6,742.03

CK #6460

ACCOUNTS PAYABLE VOUCHER

MONROE COUNTY PUBLIC LIBRARY*Address Line 1*303 E KIRKWOOD AVENUE*BLOOMINGTON, IN 47408

Payee	Claim 31307
CHASE CARD SERVICES	Purchase Order No. 0
CARDMEMBER SERVICE	Terms
PALATINE, IL 60094-4014	Date Due

Invoice Date	Invoice Number	Description (or note attached Invoice(s) or bill(s))	Amount
11/28/2017		E001-019-31500 WUNDERKINDER/SOFTWARE SUB	\$24.95
11/30/2017		E001-007-33200 MAILCHIMP/NEWSLETTER SERVICE	\$45.00
12/10/2017		E001-019-31500 HOOTSUITE/SOCIAL MEDIA SVC	\$10.69
12/15/2017		E019-007-22900 CLEAR SOLUTIONS/DVD DISPLAYS	\$272.60
12/13/2017		E001-018-45300 LOST AND SOUND/NONPRINT	\$55.21
12/17/2017		E020-016-23500 AUDIO/VIDEO MAT'LS	\$35.31
12/18/2017		E020-016-23500 AUDIO/VIDEO MAT'LS	\$25.00
12/21/2017		E020-016-23500 AUDIO/VIDEO MAT'LS	\$9.38
12/18/2017		E001-001-32400 GREATER BLMGNTN CH/2018 LEGISLATIVE PRVIEW	\$25.00
11/30/2017		E019-010-21350 KROGER/VITAL WINTER PARTY	\$80.40
11/30/2017		E019-010-21350 DOLLAR TREE/VITAL WINTER PARTY	\$23.00
11/30/2017		E019-001-21350 MICHAELS/STAFF RECOGNITION PARTY	\$26.98
11/30/2017		E019-001-21350 SAM'S/CE ROUNDTABLE DISCUSSION	\$29.96
12/3/2017		E019-010-21350 MCALISTER'S/VITAL WINTER PARTY	\$624.96
12/4/2017		E019-001-21350 KROGER/STAFF RECOGNITION PARTY	\$107.57
12/13/2017		E001-008-22200 CIRCLE S/FUEL	\$59.15
12/10/2017		E019-026-21350 WAL-MART/TEEN SPLS	\$23.98
11/29/2017		E019-026-21350 AMAZON/TEEN SPLS	\$38.55
11/29/2017		E001-008-22200 CIRCLE S/FUEL	\$63.59
11/30/2017		E019-026-21350 AMAZON/TEEN SPLS	\$160.66
12/6/2017		E019-026-21350 MICHAELS/TEEN SPLS	\$9.00
12/5/2017		E019-026-21350 TACO BELL/TEEN FOOD	\$59.88
12/13/2017		E016-026-44600 PRUSA RESEARCH/3-D PRINTER-BEST BUY GRANT	\$2,657.03
11/27/2017		R001-024-03500 MCPL/TEST PYMT/SELF-CHECK MACHINE	\$3.50
11/28/2017		R001-024-03600 MCPL/TEST PYMT/SELF-CHECK MACHINE	\$0.50
11/28/2017		R001-024-03600 MCPL/TEST PYMT/SELF-CHECK MACHINE	\$1.00
11/30/2017		E029-019-44600 AMAZON/20 MONITORS	\$1,999.80
11/28/2017		R001-024-03600 MCPL/TEST PYMT/SELF-CHECK MACHINE	\$0.50
11/30/2017		R001-024-03500 MCPL/TEST PYMT/SELF-CHECK MACHINE	\$1.00
12/2/2017		E001-019-23000 AMAZON/IT SPLS	\$75.99
12/6/2017		R001-024-03600 MCPL/TEST PYMT/SELF-CHECK MACHINE	\$1.01
12/8/2017		E001-019-23000 YANJIANGHUA/IT SPLS	\$15.89
12/11/2017		R001-014-03600 MCPL/TEST PYMT/SELF-CHECK MACHINE	\$0.30
12/14/2017		E029-019-44600 AMAZON/2 MONITORS	\$479.96
12/16/2017		E020-016-31500 DREAMHOST/WEBSITE SVCS	\$50.00
12/19/2017		R001-024-03500 MCPL/TEST PYMT/SELF-CHECK MACHINE	\$0.50
12/21/2017		E019-001-21350 MICHAELS/FRAME FOR STAFF PICTURE	\$136.28
12/5/2017		E019-026-21350 AMAZON/REFUND	(\$17.38)
11/21/2017		E001-026-23000 STEAMPOWERED/IT SPLS	\$29.99

11/29/2017	E019-026-21350 SOMA/TEEN GIFT CERTIFICATES	\$20.00
12/5/2017	E019-026-21350 AMAZON/TEEN SPLS	\$15.69
12/7/2017	E001-026-23000 AMAZON/IT SPLS	\$49.33
12/12/2017	E001-026-23000 OCULUS/IT SPLS	\$19.99
12/12/2017	E019-026-21350 DRDONSBUTTONS/TEEN SPLS	\$33.28
11/27/2017	E001-015-22200 CITIGO/FUEL	\$64.61
12/4/2017	E001-015-22200 CIRCLE S/FUEL	\$77.59
12/5/2017	E001-001-32400 CAPITOL COMMONS/PARKING-DISABILITY CONF.	\$30.00
12/11/2017	E001-015-22200 CIRCLE S/FUEL	\$82.95
12/15/2017	E001-015-22200 MARATHON/FUEL	\$28.42
12/18/2017	E001-015-22200 CIRCLE S/FUEL	\$74.45
12/4/2017	E019-010-21350 USPS/ADULT PROG. SPLS	\$19.60
12/4/2017	E019-010-21350 MICHAELS/ADULT SPLS	\$25.95
12/6/2017	E019-010-21350 KROGER/ADULT SPLS	\$25.30
12/9/2017	E019-010-21350 KROGER/ADULT SPLS	\$35.12
12/9/2017	E019-010-21350 KROGER/ADULT SPLS	\$29.99
12/12/2017	E019-010-21350 KROGER/ADULT SPLS	\$25.01
12/12/2017	E019-010-21350 INCASEEMERGENCY/ADULT SPLS	\$85.60
12/12/2017	E019-010-21350 HOBBY-LOBBY/ADULT SPLS	\$13.15
12/14/2017	E019-010-21350 CVS/ADULT SPLS	\$18.74
11/27/2017	E019-011-21350 CVS/CHILD SPLS	\$7.98
11/28/2017	E019-011-21350 KROGER/CHILD SPLS	\$24.84
12/4/2017	E019-011-21350 KROGER/CHILD SPLS	\$24.44
12/6/2017	E001-008-23100 LOWE'S/BLDG SPLS	\$30.97
Total		\$8,109.69

VOUCHER NO. 31307

WARRANT NO. 6460

CHASE CARD SERVICES

ALLOWED

IN THE SUM OF \$ \$8,109.69

\$ \$8,109.69

ON ACCOUNT OF APPROPRIATION FOR

COST DITRIBUTION LEDGER CLASSIFICATION
IF CLAIM PAID MOTOR VEHICLE HIGHWAY FUND

Board/Council Member

Acct. No.	Account Title	Amount
	E001-019-31500	\$24.95
	E001-007-33200	\$45.00
	E001-019-31500	\$10.69
	E019-007-22900	\$272.60
	E001-018-45300	\$55.21
	E020-016-23500	\$35.31
	E020-016-23500	\$25.00
	E020-016-23500	\$9.38
	E001-001-32400	\$25.00
	E019-010-21350	\$80.40
	E019-010-21350	\$23.00

Financial Report Comments

Reports as of 12-31-17

Board Meeting Date 1/17/18

Monthly Budget Report:

The table below compares the operating fund revenue and spending for 2016 and 2017.

	Actual Operating Fund Data		
	2017	increase (decrease)	2016
Beginning Cash Balance	2,148,150	395,195	1,752,955
Less Cash Transfers:			
Addl. Approp LIRF xfer	(930,000)	(930,000)	-
Budgeted LIRF xfer	(426,978)	(128,978)	(298,000)
Operating Fund Revenue			
Total Operating Revenue	8,661,483	392,751	8,268,732
Operating Fund Spending			
Wages and Benefits	5,569,581	185,862	5,383,718
Supplies	148,862	(8,444)	157,307
Other Services & Charges	1,193,936	130,543	1,063,393
Capital Outlay	975,939	4,819	971,120
Total Operating Expenditures	7,888,318	312,780	7,575,538
Net Operating Reciepts	773,165		693,195
Ending Cash Balance	1,564,338		2,148,150
less 2018 Rainy Day xfer	(346,141)		
	1,218,197		

The operating fund revenue increase is about \$393,000 for 2017. Operating spending for 2017 increased by about 313,000. The 2017 net operating receipts are \$773,165.

Here is a look at how actual 2017 results compared to the budget:

Analysis of Actual vs Budget Revenue and Spending			
Year end 12-31-17	2017		
	Budget	Actual	Variance
<u>Operating Revenue</u>			
Property Tax Receipts	6,183,389	6,245,881	62,492
Local Income Tax	2,198,787	2,198,787	-
Other Revenue	183,000	216,814	33,814
Sub T	8,565,176	8,661,483	96,307
<u>Operating Spending</u>			
Wages and Benefits	5,799,572	5,569,581	(229,991)
Supplies	198,350	148,862	(49,488)
Other Services and Charges less xfers	1,392,400	1,193,936	(198,464)
Capital	1,019,500	975,939	(43,561)
Operating Expense	8,409,822	7,888,318	(521,504)
Net Operating Reciepts	155,354	773,165	617,811

MONROE COUNTY PUBLIC LIBRARY
MONTHLY SUMMARY OF BUDGET CATEGORIES
AS OF DECEMBER 31, 2017
TWELVE MONTHS = 100.0%

	2017 DECEMBER	2016 DECEMBER	2017 Y-T-D ACTUAL	2017 BUDGET	2016 Y-T-D ACTUAL	2017 Y-T-D BUDGET REMAINING	2017 % OF BUDGET USED	2017 % OF BUDGET REMAINING
PERSONNEL SERVICES								
SALARIES	333,724.14	311,537.82	4,223,425.69	4,272,462.81	4,034,896.27	49,037.12	98.9%	1.1%
EMPLOYEE BENEFITS	125,019.73	108,452.01	1,340,675.72	1,513,808.89	1,342,426.12	173,133.17	88.6%	11.4%
OTHER WAGES	278.96	0.00	5,479.29	13,300.00	6,396.00	7,820.71	41.2%	58.8%
TOTAL PERSONNEL SERVICES	<u>459,022.83</u>	<u>419,989.83</u>	<u>5,569,580.70</u>	<u>5,799,571.70</u>	<u>5,383,718.39</u>	<u>229,991.00</u>	<u>96.0%</u>	<u>4.0%</u>
SUPPLIES								
OFFICE SUPPLIES	3,622.76	6,907.61	53,658.07	57,550.00	51,221.26	3,891.93	93.2%	6.8%
OPERATING SUPPLIES	3,380.22	7,892.73	82,006.63	111,400.00	79,338.22	29,393.37	73.6%	26.4%
REPAIR & MAINT. SUPPLIES	1,354.62	1,201.94	13,197.51	29,400.00	26,747.04	16,202.49	44.9%	55.1%
TOTAL SUPPLIES	<u>8,357.60</u>	<u>16,002.28</u>	<u>148,862.21</u>	<u>198,350.00</u>	<u>157,306.52</u>	<u>49,487.79</u>	<u>75.1%</u>	<u>24.9%</u>
OTHER SERVICES & CHARGES								
PROFESSIONAL SERVICES	12,502.49	16,870.62	305,008.83	413,500.00	265,321.00	108,491.17	73.8%	26.2%
COMMUNICATION & TRANSPORTATION	5,809.35	11,717.11	46,554.67	81,300.00	44,781.75	34,745.33	57.3%	42.7%
PRINTING & ADVERTISING	700.00	90.00	6,490.24	7,850.00	1,975.94	1,359.76	82.7%	17.3%
INSURANCE	0.00	0.00	90,766.00	81,100.00	72,163.00	-9,666.00	111.9%	-11.9%
UTILITIES	28,570.58	24,090.16	311,034.83	362,750.00	294,945.29	51,715.17	85.7%	14.3%
REPAIR & MAINTENANCE	876.72	970.76	29,034.65	59,000.00	31,997.03	29,965.35	49.2%	50.8%
RENTALS	1,770.42	536.16	27,754.07	32,900.00	27,361.47	5,145.93	84.4%	15.6%
ELECTRONIC SERVICES	53,168.30	21,531.48	355,670.56	350,000.00	316,505.41	-5,670.56	101.6%	-1.6%
OTHER CHARGES	968,480.00	26,047.33	1,378,599.83	440,978.00	306,342.03	-937,621.83	312.6%	-212.6%
TOTAL OTHER SERVICES & CHARGES	<u>1,071,877.86</u>	<u>101,853.62</u>	<u>2,550,913.68</u>	<u>1,829,378.00</u>	<u>1,361,392.92</u>	<u>-721,535.68</u>	<u>139.4%</u>	<u>-39.4%</u>
CAPITAL OUTLAY								
FURNITURE & EQUIPMENT	0.00	0.00	4,356.79	34,000.00	18,905.91	29,643.21	12.8%	87.2%
OTHER CAPITAL OUTLAY	65,836.25	53,794.80	971,582.33	975,500.00	952,213.95	3,917.67	99.6%	0.4%
TOTAL CAPITAL OUTLAY	<u>65,836.25</u>	<u>53,794.80</u>	<u>975,939.12</u>	<u>1,009,500.00</u>	<u>971,119.86</u>	<u>33,560.88</u>	<u>96.7%</u>	<u>3.3%</u>
TOTAL OPERATING EXPENDITURES	<u>1,605,094.54</u>	<u>591,640.53</u>	<u>9,245,295.71</u>	<u>8,836,799.70</u>	<u>7,873,537.69</u>	<u>-408,496.01</u>	<u>104.6%</u>	<u>-4.6%</u>

2016 BUDGET
% USED IN 2016

8,455,883.89
93.1%

MONROE COUNTY PUBLIC LIBRARY
MONTHLY BUDGET REPORT
AS OF DECEMBER 31, 2017

	2017 DECEMBER	2016 DECEMBER	2017 Y-T-D ACTUAL	2017 BUDGET	2016 Y-T-D ACTUAL	2017 Y-T-D BUDGET REMAINING	2017 % OF BUDGET USED	2017 % OF BUDGET REMAINING
PERSONNEL SERVICES (1000'S)								
SALARIES								
1120 ADMINISTRATION/DIRECTORS	14,619.82	14,193.98	190,057.68	187,507.61	130,579.62	-2,550.07	101.4%	-1.4%
1130 MANAGERS/ASST. MANAGERS	92,930.26	80,743.52	1,068,125.42	1,036,770.16	1,048,577.37	-31,355.26	103.0%	-3.0%
1140 LIBRARIANS, EXPERTS	78,528.21	76,281.98	982,698.89	1,099,735.35	985,176.61	117,036.46	89.4%	10.6%
1150 SPECIALISTS	16,033.80	15,804.30	209,536.04	217,914.23	200,698.50	8,378.19	96.2%	3.8%
1160 ASSISTANTS/PARAPROFESSIONALS	58,339.07	54,759.80	784,144.82	719,284.83	715,317.75	-64,859.99	109.0%	-9.0%
1170 TECH/OPERATORS/SECRETARIES	4,729.01	4,500.03	61,479.12	60,449.80	58,533.45	-1,029.32	101.7%	-1.7%
1190 BUILDING SERVICES/MAINTENANCE	12,210.68	11,619.73	157,240.93	159,100.83	152,006.30	1,859.90	98.8%	1.2%
1200 BUILDING SERVICES/SECURITY	8,878.16	8,053.54	107,913.25	107,837.60	102,243.69	-75.65	100.1%	-0.1%
1280 PRODUCTION ASSISTANTS	1,118.88	1,385.62	19,282.00	17,836.00	18,220.26	-1,446.00	108.1%	-8.1%
1290 INFORMATION ASST/MATERIAL/SUPPORT	28,794.21	28,524.21	404,069.09	428,875.20	397,515.32	24,806.11	94.2%	5.8%
1300 SUPPORT/MATERIAL HANDLERS	16,279.64	15,671.11	233,138.79	221,000.00	213,943.24	-12,138.79	105.5%	-5.5%
1320 TECHNICIANS	1,262.40	0.00	5,739.66	16,151.20	12,084.16	10,411.54	35.5%	64.5%
TOTAL SALARIES	333,724.14	311,537.82	4,223,425.69	4,272,462.81	4,034,896.27	49,037.12	98.9%	1.1%
EMPLOYEE BENEFITS								
1210 EMPLOYER CONTRIBUTION/FICA	20,509.52	18,567.19	253,884.22	265,942.92	240,611.78	12,058.70	95.5%	4.5%
1220 UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	10,000.00	0.00	10,000.00	0.0%	100.0%
1230 EMPLOYER CONTRIBUTION/PERF	43,504.67	27,915.28	358,123.36	377,097.47	359,414.92	18,974.11	95.0%	5.0%
1235 EMPLOYEE/PERF	11,374.03	7,477.34	95,646.58	101,008.27	96,602.26	5,361.69	94.7%	5.3%
1240 EMPLOYER CONT/INSURANCE	42,992.89	50,149.79	571,803.41	697,563.86	587,076.48	125,760.45	82.0%	18.0%
1245 EMPLOYER INS/FSA	0.00	0.00	0.00	0.00	2,300.25	0.00	#DIV/0!	#DIV/0!
1250 EMPLOYER CONT/MEDICARE	6,638.62	4,342.41	61,218.15	62,196.37	56,420.43	978.22	98.4%	1.6%
TOTAL EMPLOYEE BENEFITS	125,019.73	108,452.01	1,340,675.72	1,513,808.89	1,342,426.12	173,133.17	88.6%	11.4%
OTHER WAGES								
1310 WORKSTUDY	0.00	0.00	2,708.56	3,300.00	6,396.00	591.44	82.1%	17.9%
1350 STIPEND/RECLASSIFICATION	278.96	0.00	2,770.73	0.00	0.00	-2,770.73	#DIV/0!	#DIV/0!
1180 TEMPORARY STAFF	0.00	0.00	0.00	10,000.00	0.00	10,000.00	0.0%	100.0%
TOTAL OTHER WAGES	278.96	0.00	5,479.29	13,300.00	6,396.00	7,820.71	41.2%	58.8%
TOTAL PERSONNEL SERVICES	459,022.83	419,989.83	5,569,580.70	5,799,571.70	5,383,718.39	229,991.00	96.0%	4.0%
SUPPLIES (2000'S)								
OFFICE SUPPLIES								
2110 OFFICIAL RECORDS	0.00	0.00	46.98	1,100.00	754.86	1,053.02	4.3%	95.7%
2120 STATIONERY & PRINTING	42.00	0.00	634.58	550.00	262.39	-84.58	115.4%	-15.4%
2130 OFFICE SUPPLIES	802.79	1,418.32	7,489.00	11,500.00	7,099.54	4,011.00	65.1%	34.9%
2135 GENERAL SUPPLIES	0.00	33.00	397.73	200.00	249.99	-197.73	198.9%	-98.9%
2140 DUPLICATING	2,777.97	5,456.29	44,631.78	44,200.00	42,495.51	-431.78	101.0%	-1.0%
21600 PUBLIC USE SUPPLIES	0.00	0.00	458.00	0.00	358.97	-458.00	#DIV/0!	#DIV/0!
2150 PROMOTIONAL MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	#DIV/0!
TOTAL OFFICE SUPPLIES	3,622.76	6,907.61	53,658.07	57,550.00	51,221.26	3,891.93	93.2%	18 6.8%

MONROE COUNTY PUBLIC LIBRARY
MONTHLY BUDGET REPORT
AS OF DECEMBER 31, 2017

	2017 DECEMBER	2016 DECEMBER	2017 Y-T-D ACTUAL	2017 BUDGET	2016 Y-T-D ACTUAL	2017 Y-T-D BUDGET REMAINING	2017 % OF BUDGET USED	2017 % OF BUDGET REMAINING
OPERATING SUPPLIES								
2210 CLEANING SUPPLIES	2,269.15	3,052.29	22,650.01	40,000.00	28,976.37	17,349.99	56.6%	43.4%
2220 FUEL, OIL, & LUBRICANTS	1,111.07	915.84	7,506.03	9,000.00	6,162.57	1,493.97	83.4%	16.6%
2230 CATALOGING SUPPLIES-BOOKS	0.00	1,122.82	7,363.27	6,000.00	5,220.67	-1,363.27	122.7%	-22.7%
2240 A/V SUPPLIES-CATALOGING	0.00	284.34	4,000.95	6,000.00	4,372.69	1,999.05	66.7%	33.3%
2250 CIRCULATION SUPPLIES	0.00	2,517.44	34,085.43	32,500.00	27,634.60	-1,585.43	104.9%	-4.9%
2260 LIGHT BULBS	0.00	0.00	5,055.42	12,000.00	4,548.36	6,944.58	42.1%	57.9%
2280 UNIFORMS	0.00	0.00	1,345.52	1,900.00	1,900.00	554.48	70.8%	29.2%
2290 DISPLAY/EXHIBIT SUPPLIES	0.00	0.00	0.00	4,000.00	522.96	4,000.00	0.0%	100.0%
TOTAL OPERATING SUPPLIES	3,380.22	7,892.73	82,006.63	111,400.00	79,338.22	29,393.37	73.6%	26.4%
REPAIR & MAINTENANCE SUPPLIES								
2300 IT SUPPLIES	606.15	874.03	5,213.34	6,500.00	4,498.80	1,286.66	80.2%	19.8%
2310 BUILDING MATERIALS & SUPPLIES	568.59	327.91	7,380.90	22,000.00	21,819.25	14,619.10	33.5%	66.5%
2320 PAINT & PAINTING SUPPLIES	179.88	0.00	603.27	900.00	428.99	296.73	67.0%	33.0%
2340 OTHER REPAIR & BINDING	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	#DIV/0!
TOTAL REPAIR & MAINTENANCE SUPPLIES	1,354.62	1,201.94	13,197.51	29,400.00	26,747.04	16,202.49	44.9%	55.1%
TOTAL SUPPLIES	8,357.60	16,002.28	148,862.21	198,350.00	157,306.52	49,487.79	75.1%	24.9%
OTHER SERVICES/CHARGES (3000'S)								
PROFESSIONAL SERVICES								
3004 MISC. UNAPPROPRIATED	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	#DIV/0!
3110 CONSULTING SERVICES	0.00	0.00	5,316.37	39,000.00	1,302.50	33,683.63	13.6%	86.4%
3120 ENGINEERING/ARCHITECTURAL	0.00	0.00	0.00	7,000.00	0.00	7,000.00	0.0%	100.0%
3130 LEGAL SERVICES	397.68	763.20	10,348.86	15,500.00	20,778.17	5,151.14	66.8%	33.2%
3140 BUILDING SERVICES	1,253.77	758.13	18,722.00	40,000.00	28,088.32	21,278.00	46.8%	53.2%
3150 MAINTENANCE CONTRACTS	2,447.61	5,477.01	162,197.12	170,500.00	95,805.69	8,302.88	95.1%	4.9%
3160 COMPUTER SERVICES (OCLC)	5,479.87	5,347.18	64,829.08	72,500.00	63,286.59	7,670.92	89.4%	10.6%
3170 ADMIN/ACCOUNTING SERVICES	1,867.46	3,370.55	31,897.75	51,000.00	41,220.63	19,102.25	62.5%	37.5%
3175 COLLECTION AGENCY SERVICES	1,056.10	1,154.55	11,697.65	18,000.00	14,839.10	6,302.35	65.0%	35.0%
TOTAL PROFESSIONAL SERVICES	12,502.49	16,870.62	305,008.83	413,500.00	265,321.00	108,491.17	73.8%	26.2%
COMMUNICATION & TRANSPORTATION								
3210 TELEPHONE	3,034.93	4,305.91	19,654.27	31,300.00	21,030.84	11,645.73	62.8%	37.2%
3215 CABLE TV	13.32	0.00	159.90	0.00	97.90	-159.90	#DIV/0!	#DIV/0!
3220 POSTAGE	1,339.28	1,623.09	13,468.53	19,000.00	15,402.34	5,531.47	70.9%	29.1%
3230 TRAVEL EXPENSE	115.82	5,643.11	575.14	10,000.00	5,878.68	9,424.86	5.8%	94.2%
3240 PROFESSIONAL MTG.	1,306.00	15.00	10,043.15	10,000.00	1,178.43	-43.15	100.4%	-0.4%
3250 CONTINUING ED.	0.00	130.00	1,569.00	10,000.00	130.00	8,431.00	15.7%	84.3%
3260 FREIGHT & DELIVERY	0.00	0.00	1,084.68	1,000.00	1,063.56	-84.68	108.5%	-8.5%
TOTAL COMMUNICATION & TRANSPORTATION	5,809.35	11,717.11	46,554.67	81,300.00	44,781.75	34,745.33	57.3%	42.7%

MONROE COUNTY PUBLIC LIBRARY
MONTHLY BUDGET REPORT
AS OF DECEMBER 31, 2017

	2017 DECEMBER	2016 DECEMBER	2017 Y-T-D ACTUAL	2017 BUDGET	2016 Y-T-D ACTUAL	2017 Y-T-D BUDGET REMAINING	2017 % OF BUDGET USED	2017 % OF BUDGET REMAINING
PRINTING & ADVERTISING								
3310 ADVERTISING & PUBLICATION	610.00	0.00	2,549.03	2,850.00	1,022.39	300.97	89.4%	10.6%
3320 PRINTING	<u>90.00</u>	<u>90.00</u>	<u>3,941.21</u>	<u>5,000.00</u>	<u>953.55</u>	<u>1,058.79</u>	<u>78.8%</u>	<u>21.2%</u>
TOTAL PRINTING & ADVERTISING	700.00	90.00	6,490.24	7,850.00	1,975.94	1,359.76	82.7%	17.3%
INSURANCE								
3410 OFFICIAL BOND	0.00	0.00	654.00	600.00	586.00	-54.00	109.0%	-9.0%
3420 OTHER INSURANCE	<u>0.00</u>	<u>0.00</u>	<u>90,112.00</u>	<u>80,500.00</u>	<u>71,577.00</u>	<u>-9,612.00</u>	<u>111.9%</u>	<u>-11.9%</u>
TOTAL INSURANCE	0.00	0.00	90,766.00	81,100.00	72,163.00	-9,666.00	111.9%	-11.9%
UTILITIES								
3510 GAS	287.12	265.51	2,338.10	4,450.00	2,465.28	2,111.90	52.5%	47.5%
3520 ELECTRICITY	26,555.09	22,310.95	285,574.88	332,000.00	271,326.04	46,425.12	86.0%	14.0%
3530 WATER	<u>1,728.37</u>	<u>1,513.70</u>	<u>23,121.85</u>	<u>26,300.00</u>	<u>21,153.97</u>	<u>3,178.15</u>	<u>87.9%</u>	<u>12.1%</u>
TOTAL UTILITIES	28,570.58	24,090.16	311,034.83	362,750.00	294,945.29	51,715.17	85.7%	14.3%
REPAIR & MAINTENANCE								
3610 BUILDING REPAIR	347.48	0.00	13,627.11	29,000.00	16,423.11	15,372.89	47.0%	53.0%
3630 OTHER EQUIP/FURNITURE REPAIRS	0.00	970.76	4,935.43	16,000.00	3,200.93	11,064.57	30.8%	69.2%
3640 VEHICLE REPAIR & MAINTENANCE	529.24	0.00	10,036.24	12,500.00	12,004.27	2,463.76	80.3%	19.7%
3650 MATERIAL BINDING/REPAIR SERV.	<u>0.00</u>	<u>0.00</u>	<u>435.87</u>	<u>1,500.00</u>	<u>368.72</u>	<u>1,064.13</u>	<u>29.1%</u>	<u>70.9%</u>
TOTAL REPAIR & MAINTENANCE	876.72	970.76	29,034.65	59,000.00	31,997.03	29,965.35	49.2%	50.8%
RENTALS								
3710 REAL ESTATE RENTAL/PARKING	1,770.42	536.16	27,754.07	32,900.00	27,286.47	5,145.93	84.4%	15.6%
3720 EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	#DIV/0!
3730 EVENTS-BOOTH & EQUIP. RENTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>75.00</u>	<u>0.00</u>	<u>#DIV/0!</u>	<u>#DIV/0!</u>
TOTAL RENTALS	1,770.42	536.16	27,754.07	32,900.00	27,361.47	5,145.93	84.4%	15.6%
ELECTRONIC SERVICES								
38450 DATABASES SERVICES	9,225.00	2,810.00	154,756.69	190,000.00	142,382.29	35,243.31	81.5%	18.5%
38460 E-BOOKS SERVICES	<u>43,943.30</u>	<u>18,721.48</u>	<u>200,913.87</u>	<u>160,000.00</u>	<u>174,123.12</u>	<u>-40,913.87</u>	<u>125.6%</u>	<u>-25.6%</u>
TOTAL ELECTRONIC SERVICES	53,168.30	21,531.48	355,670.56	350,000.00	316,505.41	-5,670.56	101.6%	-1.6%
OTHER CHARGES								
3910 DUES/INSTITUTIONAL	0.00	0.00	6,683.83	7,500.00	5,684.03	816.17	89.1%	10.9%
3920 INTEREST/TEMPORARY LOAN	0.00	0.00	0.00	2,000.00	0.00	2,000.00	0.0%	100.0%
3940 TRANSFER TO LIRF	965,565.00	24,833.33	1,356,978.00	426,978.00	298,000.00	-930,000.00	317.8%	-217.8%
3944 TRANSFER TO CATS SUBSIDY	0.00	0.00	12,023.00	0.00	0.00	-12,023.00	#DIV/0!	#DIV/0!
3945 TRANSFER TO ANOTHER (CHANGE) FUND	200.00	0.00	200.00	0.00	0.00	-200.00	#DIV/0!	#DIV/0!
3950 EDUCATIONAL SERV/LICENSING	<u>2,715.00</u>	<u>1,214.00</u>	<u>2,715.00</u>	<u>4,500.00</u>	<u>2,658.00</u>	<u>1,785.00</u>	<u>60.3%</u>	<u>39.7%</u>
TOTAL OTHER CHARGES	<u>968,480.00</u>	<u>26,047.33</u>	<u>1,378,599.83</u>	<u>440,978.00</u>	<u>306,342.03</u>	<u>-937,621.83</u>	<u>312.6%</u>	<u>-20 -212.6%</u>

TOTAL OTHER SERVICES/CHARGES	1,071,877.86	101,853.62	2,550,913.68	1,829,378.00	1,361,392.92	-721,535.68	139.4%	-39.4%
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MONROE COUNTY PUBLIC LIBRARY
MONTHLY BUDGET REPORT
AS OF DECEMBER 31, 2017

	2017 DECEMBER	2016 DECEMBER	2017 Y-T-D ACTUAL	2017 BUDGET	2016 Y-T-D ACTUAL	2017 Y-T-D BUDGET REMAINING	2017 % OF BUDGET USED	2017 % OF BUDGET REMAINING
CAPITAL OUTLAY (4000'S)								
FURNITURE & EQUIPMENT								
4410 FURNITURE	0.00	0.00	630.17	10,000.00	3,182.45	9,369.83	6.3%	93.7%
4430 OTHER EQUIPMENT	0.00	0.00	1,122.63	19,000.00	15,373.46	17,877.37	5.9%	94.1%
4440 LAND & BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	#DIV/0!
4445 BUILDING RENOVATIONS	0.00	0.00	2,275.00	5,000.00	0.00	2,725.00	45.5%	54.5%
4460 IT EQUIPMENT	0.00	0.00	328.99	0.00	0.00	-328.99	#DIV/0!	#DIV/0!
4465 IT SOFTWARE	0.00	0.00	0.00	0.00	350.00	0.00	#DIV/0!	#DIV/0!
4470 EQUIPMENT - CATS	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	#DIV/0!
4475 SOFTWARE - CATS	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	#DIV/0!
TOTAL FURNITURE & EQUIPMENT	0.00	0.00	4,356.79	34,000.00	18,905.91	29,643.21	12.8%	87.2%
OTHER CAPITAL OUTLAY								
4510 BOOKS	40,657.66	28,117.10	584,143.28	582,000.00	572,496.05	-2,143.28	100.4%	-0.4%
4520 PERIODICALS & NEWSPAPERS	3,168.08	6,249.80	37,311.15	43,000.00	39,270.94	5,688.85	86.8%	13.2%
4530 NONPRINT MATERIALS	22,010.51	19,427.90	350,127.90	350,500.00	340,446.96	372.10	99.9%	0.1%
TOTAL OTHER CAPITAL OUTLAY	65,836.25	53,794.80	971,582.33	975,500.00	952,213.95	3,917.67	99.6%	0.4%
TOTAL CAPITAL OUTLAY	65,836.25	53,794.80	975,939.12	1,009,500.00	971,119.86	33,560.88	96.7%	3.3%
TOTAL OPERATING EXPENDITURES	1,605,094.54	591,640.53	9,245,295.71	8,836,799.70	7,873,537.69	-408,496.01	104.6%	-4.6%

MONROE COUNTY PUBLIC LIBRARY

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Operating Budget & Expenditure Report

January 1, 2017 to December 31, 2017

12 months = 100.0%

Object	Object Descr	2017 Budget	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2017 YTD Amt	2017 YTD Balance	2017 %YTD Budget
11200	ADMINISTRATION	\$187,507.61	\$14,619.82	\$14,619.83	\$14,619.82	\$14,619.82	\$21,929.73	\$14,619.83	\$14,619.82	\$14,619.82	\$190,057.68	-\$2,550.07	101.36%
11300	MANAGERS/ASST.	\$1,036,770.16	\$79,747.39	\$81,565.59	\$81,594.51	\$86,008.20	\$116,419.53	\$79,842.89	\$82,028.49	\$92,930.26	\$1,068,125.42	-\$31,355.26	103.02%
11400	LIBRARIANS, EXPERTS	\$1,099,735.35	\$73,462.07	\$74,882.31	\$79,112.05	\$68,886.26	\$106,796.63	\$73,677.76	\$76,898.61	\$78,528.21	\$982,698.89	\$117,036.46	89.36%
11500	SPECIALISTS	\$217,914.23	\$16,448.44	\$16,461.41	\$16,448.42	\$16,462.50	\$23,191.20	\$14,568.28	\$15,904.13	\$16,033.80	\$209,536.04	\$8,378.19	96.16%
11600	ASSISTANTS/PARAPRO	\$719,284.83	\$60,755.22	\$60,758.40	\$60,643.92	\$60,651.99	\$88,946.77	\$59,844.75	\$69,350.48	\$58,339.07	\$784,144.82	-\$64,859.99	109.02%
11700	TECH/OPERATORS/SEC	\$60,449.80	\$4,725.00	\$4,728.87	\$4,725.01	\$4,732.74	\$7,087.52	\$4,725.02	\$4,728.64	\$4,729.01	\$61,479.12	-\$1,029.32	101.70%
11800	TEMPORAY STAFF	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
11900	BUILDING	\$159,100.83	\$11,842.19	\$11,286.81	\$11,726.24	\$12,356.94	\$18,438.06	\$12,244.40	\$12,257.95	\$12,210.68	\$157,240.93	\$1,859.90	98.83%
12000	BUILDING	\$107,837.60	\$8,427.56	\$8,526.13	\$9,254.33	\$8,283.46	\$12,425.22	\$8,301.81	\$8,290.80	\$8,878.16	\$107,913.25	-\$75.65	100.07%
12100	FICA/EMPLOYER	\$265,942.92	\$19,213.54	\$19,469.77	\$19,522.24	\$19,810.71	\$28,343.62	\$19,237.82	\$20,007.23	\$20,509.52	\$253,884.22	\$12,058.70	95.47%
12200	UNEMPLOYMENT	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
12300	PERF/EMPLOYER	\$377,097.47	\$42,287.48	\$28,572.69	\$28,771.72	\$29,041.32	\$41,693.43	\$28,754.71	\$0.00	\$43,504.67	\$358,123.36	\$18,974.11	94.97%
12350	PERF/EMPLOYEE	\$101,008.27	\$11,326.95	\$7,653.39	\$7,812.81	\$7,672.77	\$11,167.83	\$7,702.14	\$0.00	\$11,374.03	\$95,646.58	\$5,361.69	94.69%
12400	INS/EMPLOYER	\$697,563.86	\$45,636.98	\$45,053.52	\$70,765.74	\$86,469.29	\$0.00	\$40,714.72	\$42,843.40	\$42,992.89	\$571,803.41	\$125,760.45	81.97%
12500	MEDICARE/EMPLOYER	\$62,196.37	\$4,493.40	\$4,553.45	\$5,323.12	\$3,875.68	\$6,628.77	\$4,499.19	\$4,679.09	\$6,638.62	\$61,218.15	\$978.22	98.43%
12800	PRODUCTION	\$17,836.00	\$1,417.01	\$1,509.11	\$1,417.00	\$1,512.65	\$2,842.08	\$1,384.32	\$1,360.80	\$1,118.88	\$19,282.00	-\$1,446.00	108.11%
12900	INFORMATION	\$428,875.20	\$31,113.60	\$31,179.31	\$31,428.20	\$31,991.74	\$46,229.08	\$31,707.41	\$30,062.03	\$28,794.21	\$404,069.09	\$24,806.11	94.22%
13000	SUPPORT/MATERIAL	\$221,000.00	\$18,178.19	\$18,977.29	\$17,898.74	\$18,020.15	\$27,548.38	\$18,042.56	\$17,289.54	\$16,279.64	\$233,138.79	-\$12,138.79	105.49%
13100	WORK STUDY	\$3,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,708.56	\$0.00	\$0.00	\$2,708.56	\$591.44	82.08%
13200	TECHNICIANS	\$16,151.20	\$0.00	\$631.20	\$1,266.35	\$1,380.43	\$0.00	\$78.90	\$1,120.38	\$1,262.40	\$5,739.66	\$10,411.54	35.54%
13500	STIPEND/RECLASSIFIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,491.77	\$0.00	\$278.96	\$2,770.73	-\$2,770.73	0.00%
21100	OFFICIAL RECORDS	\$1,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.98	\$0.00	\$0.00	\$0.00	\$46.98	\$1,053.02	4.27%
21200	STATIONERY/BUS.	\$550.00	\$0.00	\$0.00	\$365.02	\$0.00	\$0.00	\$33.79	\$118.96	\$42.00	\$634.58	-\$84.58	115.38%
21300	OFFICE SUPPLIES	\$11,500.00	\$14.65	\$600.09	\$255.67	\$968.50	\$545.98	\$708.52	\$906.01	\$802.79	\$7,489.00	\$4,011.00	65.12%
21350	GENERAL SUPPLIES	\$200.00	\$0.00	\$0.00	\$190.55	\$135.41	\$0.00	\$29.06	\$0.00	\$0.00	\$397.73	-\$197.73	198.87%
21400	DUPLICATING	\$44,200.00	\$2,500.09	\$6,528.09	\$4,471.60	\$6,865.04	\$801.29	\$2,863.63	\$4,711.03	\$2,777.97	\$44,631.78	-\$431.78	100.98%
21600	PUBLIC USE SUPPLIES	\$0.00	\$0.00	\$0.00	\$229.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$458.00	-\$458.00	0.00%
22100	CLEANING SUPPLIES	\$40,000.00	\$1,933.51	\$1,534.49	\$0.00	\$3,154.96	\$801.50	\$545.06	\$5,005.29	\$2,269.15	\$22,650.01	\$17,349.99	56.63%

Object	Object Descr	2017									2017	2017 YTD	2017
		Budget	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	YTD Amt		%YTD Budget
22200	FUEL/OIL/LUBRICANTS	\$9,000.00	\$398.27	\$449.85	\$497.13	\$419.42	\$610.98	\$591.82	\$384.53	\$1,111.07	\$7,506.03	\$1,493.97	83.40%
22300	CATALOGING	\$6,000.00	\$0.00	\$501.90	\$0.00	\$1,048.45	\$0.00	\$2,413.42	\$0.00	\$0.00	\$7,363.27	-\$1,363.27	122.72%
22400	A/V	\$6,000.00	\$267.98	\$354.91	\$11.08	\$64.26	\$521.48	\$791.81	\$1,020.07	\$0.00	\$4,000.95	\$1,999.05	66.68%
22500	CIRCULATION	\$32,500.00	\$0.00	\$9,419.33	\$0.00	\$2,189.96	\$6,174.00	\$9,700.00	\$111.54	\$0.00	\$34,085.43	-\$1,585.43	104.88%
22600	LIGHT BULBS	\$12,000.00	\$51.84	\$0.00	\$0.00	\$1,256.25	\$3,133.31	\$341.52	\$0.00	\$0.00	\$5,055.42	\$6,944.58	42.13%
22800	UNIFORMS	\$1,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,170.75	\$0.00	\$1,345.52	\$554.48	70.82%
22900	DISPLAY/EXHIBITS	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0.00%
23000	IT SUPPLIES	\$6,500.00	\$498.63	\$1,058.78	\$323.51	\$558.91	\$195.71	\$759.27	\$338.73	\$606.15	\$5,213.34	\$1,286.66	80.21%
23100	BUILDING MATERIAL	\$22,000.00	\$1,137.39	\$1,547.85	\$457.19	\$283.23	\$479.12	\$170.32	\$301.30	\$568.59	\$7,380.90	\$14,619.10	33.55%
23200	PAINT/PAINTING	\$900.00	\$60.60	\$0.00	\$0.00	\$13.17	\$8.78	\$0.00	\$37.09	\$179.88	\$603.27	\$296.73	67.03%
31100	CONSULTING SERVICES	\$39,000.00	\$0.00	\$0.00	\$530.00	\$0.00	\$0.00	\$4,450.00	\$192.00	\$0.00	\$5,316.37	\$33,683.63	13.63%
31200	ENGINEERING/ARCHITE	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00	0.00%
31300	LEGAL SERVICES	\$15,500.00	\$1,340.00	\$455.83	\$1,880.00	\$820.48	\$1,562.15	\$0.00	\$700.00	\$397.68	\$10,348.86	\$5,151.14	66.77%
31400	BUILDING SERVICES	\$40,000.00	\$3,218.40	\$624.52	\$833.52	\$979.27	\$1,217.47	\$512.02	\$1,839.02	\$1,253.77	\$18,722.00	\$21,278.00	46.81%
31500	MAINTENANCE	\$170,500.00	\$8,099.93	\$11,620.85	\$1,173.01	\$102,881.22	\$4,166.05	\$5,064.36	\$5,537.25	\$2,447.61	\$162,197.12	\$8,302.88	95.13%
31600	COMPUTER SERVICES	\$72,500.00	\$5,347.18	\$5,347.18	\$5,347.18	\$5,479.87	\$5,479.87	\$5,479.87	\$5,479.87	\$5,479.87	\$64,829.08	\$7,670.92	89.42%
31700	ADMIN/ACCOUNTING	\$51,000.00	\$3,823.78	\$2,487.21	\$2,544.91	\$2,999.33	\$2,329.99	\$2,432.10	\$460.03	\$1,867.46	\$31,897.75	\$19,102.25	62.54%
31750	COLLECTION AGENCY	\$18,000.00	\$716.00	\$1,136.65	\$1,020.30	\$1,136.65	\$814.45	\$805.50	\$1,127.70	\$1,056.10	\$11,697.65	\$6,302.35	64.99%
32100	TELEPHONE	\$31,300.00	\$331.96	\$1,686.31	\$2,501.70	\$1,972.18	\$1,745.60	\$1,522.52	\$677.25	\$3,034.93	\$19,654.27	\$11,645.73	62.79%
32150	CABLE TV SERVICE	\$0.00	\$13.32	\$13.32	\$13.32	\$13.32	\$13.32	\$13.32	\$13.32	\$13.32	\$159.90	-\$159.90	0.00%
32200	POSTAGE	\$19,000.00	\$980.51	\$2,022.95	\$1,077.21	\$1,174.12	\$762.64	\$1,046.33	\$834.50	\$1,339.28	\$13,468.53	\$5,531.47	70.89%
32300	TRAVEL EXPENSE	\$10,000.00	\$0.00	\$76.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115.82	\$575.14	\$9,424.86	5.75%
32400	PROFESSIONAL	\$10,000.00	\$5,433.10	\$557.23	\$0.00	\$119.44	\$840.34	\$427.21	\$1,359.83	\$1,306.00	\$10,043.15	-\$43.15	100.43%
32500	CONTINUING	\$10,000.00	\$0.00	\$1,370.00	\$199.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,569.00	\$8,431.00	15.69%
32600	FREIGHT/DELIVERY	\$1,000.00	\$925.00	\$0.00	\$27.00	\$27.20	\$0.00	\$0.00	\$0.00	\$0.00	\$1,084.68	-\$84.68	108.47%
33100	ADVERTISING/PUBLICA	\$2,850.00	\$0.00	\$13.23	\$150.00	\$387.03	\$42.75	\$325.00	\$325.00	\$610.00	\$2,549.03	\$300.97	89.44%
33200	PRINTING SERVICES	\$5,000.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$3,446.21	\$90.00	\$3,941.21	\$1,058.79	78.82%
34100	OFFICIAL BOND INS.	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$654.00	-\$54.00	109.00%
34200	OTHER INSURANCE	\$80,500.00	\$9,305.00	\$0.00	\$91.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90,112.00	-\$9,612.00	111.94%
35100	GAS	\$4,450.00	\$117.96	\$105.66	\$104.43	\$46.00	\$107.09	\$102.25	\$160.64	\$287.12	\$2,338.10	\$2,111.90	52.54%
35200	ELECTRICITY	\$332,000.00	\$22,002.23	\$24,004.02	\$23,544.35	\$27,280.34	\$22,165.43	\$23,554.73	\$20,112.05	\$26,555.09	\$285,574.88	\$46,425.12	86.02%
35300	WATER	\$26,300.00	\$1,788.11	\$1,950.80	\$2,468.93	\$2,383.35	\$2,852.34	\$2,218.92	\$2,594.47	\$1,728.37	\$23,121.85	\$3,178.15	87.92%

Object	Object Descr	2017									2017	2017 YTD	2017
		Budget	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	YTD Amt		%YTD
												Balance	Budget
36100	BUILDING REPAIRS	\$29,000.00	\$375.00	\$2,913.70	\$3,682.30	\$1,250.83	\$0.00	\$0.00	-\$2,116.15	\$347.48	\$13,627.11	\$15,372.89	46.99%
36300	OTHER	\$16,000.00	\$0.00	\$0.00	\$724.50	\$508.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,935.43	\$11,064.57	30.85%
36400	VEHICLE	\$12,500.00	\$1,783.37	\$181.55	\$3,267.79	\$435.55	\$0.00	\$24.00	\$0.00	\$529.24	\$10,036.24	\$2,463.76	80.29%
36500	MATERIALS	\$1,500.00	\$192.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$435.87	\$1,064.13	29.06%
37100	REAL ESTATE	\$32,900.00	\$836.22	-\$678.72	\$1,785.84	\$21,628.09	-\$945.14	\$777.54	\$562.58	\$1,770.42	\$27,754.07	\$5,145.93	84.36%
38450	DATABASES	\$190,000.00	\$41,664.00	\$19,151.00	\$19.97	\$0.00	\$15,561.53	\$6,099.00	\$26,813.50	\$9,225.00	\$154,756.69	\$35,243.31	81.45%
38460	E-BOOKS	\$160,000.00	\$11,194.72	\$14,271.32	\$10,979.01	\$18,943.00	\$12,902.29	\$9,029.12	\$26,529.48	\$43,943.30	\$200,913.87	-\$40,913.87	125.57%
39100	DUES/INSTITUTIONAL	\$7,500.00	\$270.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	\$6,683.83	\$816.17	89.12%
39200	INTEREST/TEMPORARY	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
39400	TRANSFER TO LIRF	\$426,978.00	\$35,583.00	\$35,583.00	\$35,583.00	\$35,583.00	\$35,583.00	\$35,583.00	\$35,583.00	\$965,565.00	\$1,356,978.00	-\$930,000.00	317.81%
39440	TRANSFER TO CATS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,023.00	-\$12,023.00	0.00%
39450	TRANSFER TO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00	-\$200.00	0.00%
39500	EDUCATIONAL/LICENSI	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,715.00	\$2,715.00	\$1,785.00	60.33%
44100	FURNITURE	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$630.17	\$9,369.83	6.30%
44300	OTHER EQUIPMENT	\$19,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,122.63	\$17,877.37	5.91%
44450	BUILDING RENOVATION	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,275.00	\$0.00	\$0.00	\$2,275.00	\$2,725.00	45.50%
44600	IT EQUIPMENT	\$0.00	\$328.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$328.99	-\$328.99	0.00%
45100	BOOKS	\$582,000.00	\$50,476.87	\$61,959.95	\$49,519.46	\$41,563.18	\$43,505.03	\$55,741.35	\$50,042.75	\$40,657.66	\$584,143.28	-\$2,143.28	100.37%
45200	PERIODICALS/NEWSPA	\$43,000.00	\$0.00	\$1,114.92	\$194.38	\$153.00	\$1,063.59	\$25.14	\$28,673.53	\$3,168.08	\$37,311.15	\$5,688.85	86.77%
45300	NONPRINT MATERIALS	\$350,500.00	\$24,861.34	\$40,340.48	\$32,227.16	\$28,115.71	\$22,456.90	\$27,682.62	\$31,417.09	\$22,010.51	\$350,127.90	\$372.10	99.89%
		\$8,836,799.70	\$681,611.54	\$680,778.33	\$650,915.24	\$784,659.37	\$747,278.67	\$629,330.96	\$658,161.61	\$1,605,094.54	\$9,245,295.71	-\$408,496.02	104.62%

MONROE COUNTY PUBLIC LIBRARY

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LIRF Budget & Expenditure Report

January 1, 2017 to December 31, 2017

12 months = 100.0%

Object	Object Descr	2017 Budget	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	YTD Amount	2017 YTD Balance	2017 %YTD Budget
36100	BUILDING REPAIRS	\$125,000.00	\$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	\$125,000.00	0.00%
44100	FURNITURE	\$25,000.00	\$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	\$25,000.00	0.00%
44300	OTHER EQUIPMENT	\$125,000.00	\$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	\$125,000.00	0.00%
44450	BUILDING	\$250,000.00	\$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	\$250,000.00	0.00%
		\$525,000.00	\$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	\$525,000.00	0.00%

MONROE COUNTY PUBLIC LIBRARY

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Debt Service Budget & Expenditures Report

January 1, 2017 to December 31, 2017

12 months = 100.00%

Object Object Descr	2017 Budget	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2017 YTD Amt	2017 YTD Balance	2017 %YTD Budget
37100 REAL ESTATE	\$688,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$343,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$345,100.00	\$688,500.00	\$0.00	100.00%
39200 INTEREST/TEMPO	\$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%
39250 PAYMENT ON	\$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%
39450 TRANSFER TO	\$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%
	\$688,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$343,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$345,100.00	\$688,500.00	\$0.00	100.00%

MONROE COUNTY PUBLIC LIBRARY

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Rainy Day Budget & Expenditures Report

January 1, 2017 to December 31, 2017

12 months = 100.00%

Object	Object Descr	2017 Budget	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2017 YTD Amt	2017 YTD Balance	2017 %YTD Budget
31100	CONSULTING SERVICES	\$20,000.00	\$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	\$20,000.00	0.00%
31200	ENGINEERING/ARCHITE	\$20,000.00	\$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	\$20,000.00	0.00%
31300	LEGAL SERVICES	\$20,000.00	\$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	\$20,000.00	0.00%
36100	BUILDING REPAIRS	\$25,000.00	\$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	\$25,000.00	0.00%
44100	FURNITURE	\$25,000.00	\$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	\$25,000.00	0.00%
44300	OTHER EQUIPMENT	\$25,000.00	\$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	\$25,000.00	0.00%
44450	BUILDING RENOVATION	\$15,000.00	\$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	\$15,000.00	0.00%
		\$150,000.00	\$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	\$150,000.00	0.00%

MONROE COUNTY PUBLIC LIBRARY

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Special Revenue Budget & Expenditure Report

January 1, 2017 to December 31, 2017

12 months = 100.0%

Object	Object Descr	2017 Budget	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	YTD Amount	2017 YTD Balance	2017 %YTD Budget
11300	MANAGERS/ASST.	\$161,722.61	\$13,019.96	\$13,502.20	\$12,540.37	\$12,570.89	\$12,551.55	\$19,698.96	\$13,565.70	\$13,219.61	\$12,666.25	\$168,636.43	-\$6,913.82	104.28%
11800	TEMPORAY STAFF	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	0.00%
12100	FICA/EMPLOYER	\$22,670.58	\$1,762.58	\$1,791.15	\$1,730.70	\$1,748.32	\$1,708.18	\$2,664.84	\$1,796.91	\$1,788.50	\$1,734.92	\$22,463.79	\$206.79	99.09%
12300	PERF/EMPLOYER	\$28,776.77	\$2,345.43	\$3,520.13	\$2,256.50	\$2,254.70	\$2,266.45	\$3,485.23	\$2,391.85	\$0.00	\$3,305.47	\$28,722.64	\$54.13	99.81%
12350	PERF/EMPLOYEE CONTRIB.	\$7,708.06	\$628.24	\$942.90	\$604.43	\$603.94	\$607.09	\$933.56	\$640.68	\$0.00	\$885.39	\$7,693.63	\$14.43	99.81%
12400	INS/EMPLOYER	\$44,475.30	\$2,790.90	\$585.21	\$2,975.68	\$7,923.87	\$5,802.94	\$0.00	\$2,758.54	\$2,858.01	\$2,564.47	\$41,598.35	\$2,876.95	93.53%
12500	MEDICARE/EMPLOYER	\$5,301.99	\$412.23	\$418.90	\$404.77	\$408.88	\$399.49	\$623.23	\$420.24	\$418.27	\$405.77	\$5,253.65	\$48.34	99.09%
12800	PRODUCTION ASSISTANTS	\$125,833.50	\$9,930.78	\$9,986.72	\$10,248.78	\$10,256.29	\$9,422.94	\$15,172.00	\$9,818.97	\$8,949.13	\$9,253.47	\$122,788.20	\$3,045.30	97.58%
12900	INFORMATION	\$38,792.00	\$3,166.56	\$3,210.06	\$3,008.07	\$3,253.57	\$3,290.85	\$4,829.07	\$3,219.38	\$3,234.90	\$3,297.05	\$40,438.02	-\$1,646.02	104.24%
13100	WORK STUDY	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
13200	TECHNICIANS	\$39,306.35	\$3,291.84	\$3,200.40	\$3,103.88	\$3,048.00	\$3,170.61	\$4,664.26	\$3,192.42	\$3,205.38	\$3,109.51	\$40,710.18	-\$1,403.83	103.57%
21200	STATIONERY/BUS. CARDS	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
21300	OFFICE SUPPLIES	\$600.00	\$0.00	\$20.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.23	\$579.77	3.37%
21400	DUPLICATING	\$700.00	\$0.00	\$2,132.91	\$0.00	\$161.94	\$0.00	\$0.00	\$0.00	\$0.00	\$57.94	\$2,419.05	-\$1,719.05	345.58%
22200	FUEL/OIL/LUBRICANTS	\$1,000.00	\$21.30	\$24.14	\$20.09	\$26.08	\$0.00	\$24.74	\$28.01	\$0.00	\$28.46	\$216.14	\$783.86	21.61%
22700	VIDEO TAPE/MEDIA	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0.00%
23000	IT SUPPLIES	\$1,200.00	\$65.00	\$397.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99.99	\$895.00	\$305.00	74.58%
23100	BUILDING MATERIAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59.60	\$0.00	\$0.00	\$0.00	\$167.50	\$227.10	-\$227.10	0.00%
23500	AUDIO/VIDEO	\$8,000.00	\$599.58	\$434.41	\$0.00	\$0.00	\$0.00	\$144.90	\$2,383.77	\$0.00	\$114.66	\$7,793.83	\$206.17	97.42%
31100	CONSULTING SERVICES	\$8,000.00	\$0.00	\$0.00	\$650.00	\$162.00	\$0.00	\$0.00	\$600.00	\$2,637.50	\$0.00	\$4,729.50	\$3,270.50	59.12%
31300	LEGAL SERVICES	\$500.00	\$200.37	\$0.00	\$0.00	\$0.00	\$0.00	\$142.08	\$0.00	\$0.00	\$0.00	\$375.01	\$124.99	75.00%
31500	MAINTENANCE	\$1,000.00	\$49.93	\$3,108.92	\$50.00	\$50.00	\$169.40	\$278.00	\$50.00	\$50.00	\$100.07	\$4,006.32	-\$3,006.32	400.63%
31600	COMPUTER SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
31650	DIGITIZATION SERVICES	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	0.00%
31700	ADMIN/ACCOUNTING	\$400.00	\$2.31	\$13.94	\$4.34	\$2.44	\$3.50	\$1.68	\$2.16	\$4.62	\$19.49	\$71.70	\$328.30	17.93%
32100	TELEPHONE	\$3,000.00	\$188.73	\$0.00	\$392.68	\$0.00	\$362.58	\$175.29	\$0.00	\$175.95	\$351.90	\$2,257.30	\$742.70	75.24%
32150	CABLE TV SERVICE	\$300.00	\$31.09	\$31.09	\$31.09	\$31.09	\$31.09	\$31.09	\$31.09	\$31.09	\$31.09	\$373.24	-\$73.24	124.41%
32200	POSTAGE	\$700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700.00	0.00%

Object	Object Descr	2017 Budget	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	YTD Amount	2017 YTD Balance	2017 %YTD Budget
32300	TRAVEL EXPENSE	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0.00%
32400	PROFESSIONAL DEVELOP.	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00	0.00%
32600	FREIGHT/DELIVERY	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
36300	OTHER EQUIP/FURNITURE	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0.00%
37100	REAL ESTATE	\$3,000.00	-\$95.44	-\$95.44	-\$95.44	-\$95.44	\$2,198.32	-\$128.76	-\$79.68	-\$61.80	-\$33.92	\$1,302.16	\$1,697.84	43.41%
39100	DUES/INSTITUTIONAL	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210.00	\$0.00	\$0.00	\$669.36	\$0.00	\$2,079.36	\$920.64	69.31%
39500	EDUCATIONAL/LICENSIN	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00%
39600	COMMUNITY NEWS	\$12,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$12,000.00	\$0.00	100.00%
44100	FURNITURE	\$1,000.00	\$0.00	\$164.97	\$0.00	\$0.00	\$0.00	\$269.39	\$0.00	\$0.00	\$0.00	\$434.36	\$565.64	43.44%
44450	BUILDING RENOVATION	\$0.00	\$0.00	\$0.00	\$14,000.00	\$1,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,650.00	-\$15,650.00	0.00%
44700	EQUIPMENT - CATS	\$147,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,850.00	\$0.00	\$17,219.70	\$129,780.30	11.71%
		\$703,787.16	\$38,411.39	\$46,390.79	\$51,925.94	\$44,056.57	\$42,254.59	\$53,009.56	\$40,820.04	\$54,030.52	\$44,159.48	\$550,374.89	\$153,412.27	78.20%

MONROE COUNTY PUBLIC LIBRARY

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Gen. Obligation Bond Budget & Expenditure 2016

January 1, 2017 to December 31, 2017

12 months = 100.0%

Object	Object Descr	2017 Budget	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	YTD Amount	2017 YTD Balance	2017 %YTD Budget
31100	CONSULTING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,260.11	\$0.00	\$0.00	\$0.00	\$7,460.11	-\$7,460.11	0.00%
31200	ENGINEERING/ARCHI	\$0.00	\$2,500.00	\$0.00	\$2,750.00	\$2,785.00	\$17,636.35	\$0.00	\$686.25	\$20,887.22	\$3,150.00	\$57,744.82	-\$57,744.82	0.00%
31500	MAINTENANCE	\$0.00	\$1,300.00	\$0.00	\$1,300.00	\$0.00	\$1,300.00	\$650.00	\$650.00	\$0.00	\$1,300.00	\$8,156.45	-\$8,156.45	0.00%
31700	ADMIN/ACCOUNTING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00	-\$250.00	0.00%
44100	FURNITURE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,341.86	\$62,341.86	-\$62,341.86	0.00%
44300	OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$159.95	\$0.00	\$0.00	\$159.95	-\$159.95	0.00%
44450	BUILDING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,076.10	\$2,500.00	\$375.00	\$151,948.40	\$224,899.50	-\$224,899.50	0.00%
44452	BLDG LONG-TERM	\$0.00	\$7,105.66	\$0.00	\$49,831.25	\$9,450.00	\$0.00	\$27,000.00	\$30,156.30	\$18,224.10	\$57.20	\$149,025.94	-\$149,025.94	0.00%
44600	IT EQUIPMENT	\$0.00	\$1,768.00	\$2,574.00	\$14,340.93	\$322.74	\$37,674.50	\$1,712.95	\$1,469.66	\$0.00	\$8,975.75	\$85,747.00	-\$85,747.00	0.00%
44650	IT SOFTWARE	\$0.00	\$614.18	\$119.98	\$120.00	\$0.00	\$31,147.55	\$2,039.99	\$2,450.00	\$3,000.00	\$2,000.00	\$43,959.70	-\$43,959.70	0.00%
44700	EQUIPMENT - CATS	\$0.00	\$0.00	\$1,136.23	\$0.00	\$0.00	\$599.98	\$615.24	\$5,318.00	\$0.00	\$0.00	\$44,988.09	-\$44,988.09	0.00%
		\$0.00	\$13,287.84	\$3,830.21	\$68,342.18	\$12,557.74	\$88,358.38	\$107,354.39	\$43,390.16	\$42,736.32	\$229,773.21	\$684,733.42	-\$684,733.42	0.00%

MONROE COUNTY PUBLIC LIBRARY

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Expenditure Summary compared to last year

2017 compared to 2016: Period Ending December

Fund	Fund Descr	2017 Budget	December 2017 Amt	2017 YTD Amt	2016 Budget	December 2016 Amt	2016 YTD Amt	%Last YR YTD Diff
001	OPERATING	\$8,836,799.70	\$1,605,094.54	\$9,245,295.71	\$8,455,883.89	\$591,640.53	\$7,873,537.69	17.42%
002	JAIL	\$0.00	\$0.00	\$6,000.00	\$0.00	\$16.35	\$6,000.00	0.00%
003	CLEARING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
004	GIFT	\$0.00	\$0.00	\$5,419.21	\$0.00	\$228.59	\$12,705.29	-57.35%
005	PLAC	\$0.00	\$0.00	\$6,825.00	\$0.00	\$0.00	\$9,165.00	-25.53%
006	RETIREEES	\$0.00	\$587.28	\$587.28	\$0.00	\$0.00	\$529.50	10.91%
007	LIRF	\$525,000.00	\$0.00	\$0.00	\$350,000.00	\$0.00	\$15,792.10	-100.00%
008	DEBT SERVICE	\$688,500.00	\$345,100.00	\$688,500.00	\$730,000.00	\$346,700.00	\$696,526.67	-1.15%
009	RAINY DAY	\$150,000.00	\$0.00	\$0.00	\$324,500.00	\$0.00	\$0.00	0.00%
010	PAYROLL	\$0.00	\$368,342.35	\$4,660,432.09	\$0.00	\$345,681.56	\$4,465,948.95	4.35%
011	INVESTMENT-GIFT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
012	TEEN COUNCIL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
015	LSTA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
016	GIFT-RESTRICED	\$0.00	\$12,697.94	\$126,142.66	\$0.00	\$8,368.18	\$121,457.87	3.86%
017	LEVY EXCESS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
018	IN KIND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
019	GIFT-	\$0.00	\$8,434.64	\$124,238.26	\$0.00	\$7,084.93	\$106,822.99	16.30%
020	SPECIAL REVENUE	\$703,787.16	\$44,159.48	\$550,374.89	\$615,509.07	\$36,247.34	\$590,625.60	-6.81%
021	CAPITAL PROJECTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
022	GATES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
023	LSTA-CIVIL WAR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
024	FINRA GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
025	LSTA-SMITHVILLE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
026	G O BOND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
027	COMMUNITY FDTN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
028	FINRA 2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,308.76	-100.00%
029	GO BOND 2016	\$0.00	\$229,773.21	\$684,733.42	\$0.00	\$71,011.21	\$213,682.48	220.44%
030	GO BOND 2019	\$0.00	\$3,150.00	\$3,150.00	\$0.00	\$0.00	\$0.00	0.00%
		\$10,904,086.86	\$2,617,339.44	\$16,101,698.52	\$10,475,892.96	\$1,406,978.69	\$14,152,102.90	13.78%

MONROE COUNTY PUBLIC LIBRARY

Revenue Totals Budget Forms (all funds)

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Source Descr	2017 YTD Budget	May	June	July	Aug	Sept	Oct	Nov	Dec	2017 YTD Amt	2017 YTD Balance	2017 % of Budget
Fund 001 OPERATING												
PROPERTY	\$5,799,004.00	\$0.00	\$3,206,773.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,540,755.37	\$5,747,529.11	\$51,474.89	99.11%
INTANGIBLES TAX	\$18,023.00	\$0.00	\$9,575.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,058.33	\$17,634.01	\$388.99	97.84%
LICENSE EXCISE TAX	\$323,852.00	\$0.00	\$192,353.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$246,865.65	\$439,219.05	-\$115,367.05	135.62%
LOCAL/COUNTY	\$2,198,787.00	\$183,232.25	\$183,232.25	\$183,232.25	\$183,232.25	\$183,232.25	\$183,232.25	\$183,232.25	\$183,232.25	\$2,198,787.00	\$0.00	100.00%
COMMERCIAL	\$42,510.00	\$0.00	\$20,749.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,749.60	\$41,499.20	\$1,010.80	97.62%
US FORESTRY FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
ELL	\$0.00	\$478.30	\$478.00	\$522.21	\$507.35	\$380.70	\$522.05	\$440.85	\$338.23	\$6,010.58	-\$6,010.58	0.00%
LOST/DAMAGED	\$0.00	\$1,114.29	\$1,208.37	\$998.41	\$1,429.99	\$1,298.54	\$1,293.75	\$1,358.26	\$1,100.70	\$15,662.11	-\$15,662.11	0.00%
FINES	\$150,000.00	\$7,075.57	\$7,002.71	\$6,095.03	\$6,264.53	\$5,114.97	\$6,388.71	\$5,742.25	\$5,131.01	\$79,362.68	\$70,637.32	52.91%
COLLECTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
BLGTN COPIERS &	\$12,500.00	\$1,567.86	\$1,570.16	\$1,288.18	\$1,363.75	\$1,613.99	\$1,268.93	\$837.90	\$1,067.44	\$16,207.72	-\$3,707.72	129.66%
MISCELLANEOUS	\$0.00	\$90.09	\$0.00	\$23.90	\$573.52	\$0.00	\$46.00	\$11.00	\$24.33	\$822.09	-\$822.09	0.00%
PUBLIC LIBRARY	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00	-\$2.00	0.00%
MEETING ROOM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
GARNISHMENT FEES	\$0.00	\$2.52	\$2.52	\$7.76	\$7.76	\$4.29	\$2.86	\$2.86	\$2.86	\$55.21	-\$55.21	0.00%
E-RATE RECEIPTS	\$0.00	\$0.00	\$0.00	\$3,423.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,578.92	-\$10,578.92	0.00%
PLAC DISTRIBUTION	\$12,500.00	\$0.00	\$15,123.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,123.22	-\$2,623.22	120.99%
REALESTATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
STATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
READER PRINTER	\$0.00	\$14.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.76	-\$75.76	0.00%
OBITS	\$0.00	\$66.00	\$62.45	\$18.00	\$90.00	\$48.00	\$96.00	\$75.00	\$81.00	\$855.45	-\$855.45	0.00%
COIN TELEPHONE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INTEREST FROM	\$0.00	\$3,155.64	\$3,384.14	\$6,401.38	\$5,901.06	\$5,548.63	\$5,233.68	\$4,681.40	\$5,169.96	\$52,551.93	-\$52,551.93	0.00%
TEMPORARY LOANS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INVESTMENT	\$4,000.00	\$1,377.51	\$1,357.34	\$1,377.57	\$1,737.23	\$1,008.78	\$1,009.36	\$977.46	\$1,010.01	\$13,844.07	-\$9,844.07	346.10%
CABLE ACCESS FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CABLE ACCESS FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CABLE ACCESS FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
MCPL OPERATING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

Source Descr	2017 YTD Budget	May	June	July	Aug	Sept	Oct	Nov	Dec	2017 YTD Amt	2017 YTD Balance	2017 % of Budget
RENT INCOME	\$4,000.00	\$0.00	\$1,800.00	\$262.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800.00	\$5,662.50	-\$1,662.50	141.56%
LSTA INKIND GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 001 OPERATING	\$8,565,176.00	\$198,174.98	\$3,644,673.58	\$203,652.27	\$201,107.44	\$198,250.15	\$199,093.59	\$197,359.23	\$3,015,386.74	\$8,661,482.61	-\$96,306.61	101.12%
Fund 002 JAIL												
RECEIPTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	-\$6,000.00	0.00%
Fund 002 JAIL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	-\$6,000.00	0.00%
Fund 003 CLEARING												
CONFERENCE/RECEI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
REALESTATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
YMCA RECEIPTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
PHONE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
MCPLF CC RECEIPTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
MCPLF RECEIPTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
ILL FINES/FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
REIMBURSEMENT/CL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INSURANCE/COBRA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FEMA/CLEARING FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INSURANCE/CLAIMS-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 003 CLEARING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 004 GIFT UNRESTRICTED												
MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INTEREST FROM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
UNRESTRICTED GIFT	\$0.00	\$144.76	\$5,093.39	\$104.71	\$149.63	\$93.69	\$72.27	\$111.80	\$1,185.49	\$8,372.87	-\$8,372.87	0.00%
INTEREST/DIVIDEND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 004 GIFT	\$0.00	\$144.76	\$5,093.39	\$104.71	\$149.63	\$93.69	\$72.27	\$111.80	\$1,185.49	\$8,372.87	-\$8,372.87	0.00%
Fund 005 PLAC												
PUBLIC LIBRARY	\$0.00	\$455.00	\$845.00	\$585.00	\$390.00	\$715.00	\$522.00	\$130.00	\$585.00	\$6,762.00	-\$6,762.00	0.00%
Fund 005 PLAC	\$0.00	\$455.00	\$845.00	\$585.00	\$390.00	\$715.00	\$522.00	\$130.00	\$585.00	\$6,762.00	-\$6,762.00	0.00%
Fund 006 RETIREES												

Source Descr	2017 YTD Budget	May	June	July	Aug	Sept	Oct	Nov	Dec	2017 YTD Amt	2017 YTD Balance	2017 % of Budget
RETIREES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 006 RETIREES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 007 LIRF												
MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
LIRF RECEIPTS	\$426,978.00	\$0.00	\$213,498.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,143,480.00	\$1,356,978.00	-\$930,000.00	317.81%
INTEREST FROM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
TEMPORARY LOANS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
RENT INCOME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 007 LIRF	\$426,978.00	\$0.00	\$213,498.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,143,480.00	\$1,356,978.00	-\$930,000.00	317.81%
Fund 008 DEBT SERVICE												
PROPERTY	\$688,500.00	\$0.00	\$377,670.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$299,235.73	\$676,905.86	\$11,594.14	98.32%
INTANGIBLES TAX	\$2,300.00	\$0.00	\$1,120.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$943.09	\$2,063.77	\$236.23	89.73%
LICENSE EXCISE TAX	\$36,000.00	\$0.00	\$22,511.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,891.58	\$51,403.38	-\$15,403.38	142.79%
COMMERCIAL	\$5,300.00	\$0.00	\$2,428.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,428.40	\$4,856.80	\$443.20	91.64%
US FORESTRY FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INTEREST FROM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
TEMPORARY LOANS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
RECEIPTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 008 DEBT	\$732,100.00	\$0.00	\$403,731.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$331,498.80	\$735,229.81	-\$3,129.81	100.43%
Fund 009 RAINY DAY												
LOCAL/COUNTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INTEREST FROM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
MCPL OPERATING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 009 RAINY DAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 010 PAYROLL												
GROSS PAYROLL	\$0.00	\$355,448.91	\$358,964.07	\$364,102.62	\$358,260.08	\$523,859.04	\$354,181.91	\$367,868.18	\$367,397.91	\$4,661,256.97	-\$4,661,256.97	0.00%
Fund 010 PAYROLL	\$0.00	\$355,448.91	\$358,964.07	\$364,102.62	\$358,260.08	\$523,859.04	\$354,181.91	\$367,868.18	\$367,397.91	\$4,661,256.97	-\$4,661,256.97	0.00%

Source Descr	2017 YTD Budget	May	June	July	Aug	Sept	Oct	Nov	Dec	2017 YTD Amt	2017 YTD Balance	2017 % of Budget
Fund 013 PETTY CASH												
RECEIPTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 013 PETTY CASH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 014 CHANGE												
RECEIPTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00	-\$200.00	0.00%
Fund 014 CHANGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00	-\$200.00	0.00%
Fund 016 GIFT-RESTRICED												
MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INTEREST FROM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
RECEIPTS	\$0.00	\$0.00	\$22,982.21	\$0.00	\$0.00	\$22,267.02	\$0.00	\$20,746.48	\$0.00	\$80,412.42	-\$80,412.42	0.00%
TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
RESTRICED GIFT	\$0.00	\$13,948.00	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,640.30	\$5,500.00	\$29,744.30	-\$29,744.30	0.00%
INTEREST/DIVIDEND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 016 GIFT-	\$0.00	\$13,948.00	\$23,012.21	\$0.00	\$0.00	\$22,267.02	\$0.00	\$24,386.78	\$5,500.00	\$110,156.72	-\$110,156.72	0.00%
Fund 019 GIFT-FOUNDATION												
MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
RESTRICED GIFT	\$0.00	\$60,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,750.00	\$66,482.39	\$10,750.00	\$159,482.39	-\$159,482.39	0.00%
Fund 019 GIFT-	\$0.00	\$60,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,750.00	\$66,482.39	\$10,750.00	\$159,482.39	-\$159,482.39	0.00%
Fund 020 SPECIAL REVENUE												
MISCELLANEOUS	\$12,022.96	\$410.00	\$140.00	\$80.00	\$110.00	\$60.00	\$70.00	\$140.00	\$620.00	\$2,260.00	\$9,762.96	18.80%
CABLE ACCESS FEES	\$433,685.17	\$108,421.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$108,421.25	\$108,421.25	\$433,685.00	\$0.17	100.00%
CABLE ACCESS FEES	\$254,856.78	\$0.00	\$0.00	\$63,714.25	\$0.00	\$0.00	\$63,714.25	\$0.00	\$0.00	\$254,857.00	-\$0.22	100.00%
CABLE ACCESS FEES	\$15,439.61	\$0.00	\$3,859.75	\$0.00	\$0.00	\$3,859.75	\$0.00	\$0.00	\$3,859.75	\$15,439.00	\$0.61	100.00%
CONTRACT-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
MCPL OPERATING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,023.00	-\$12,023.00	0.00%
Fund 020 SPECIAL	\$716,004.52	\$108,831.25	\$3,999.75	\$63,794.25	\$110.00	\$3,919.75	\$63,784.25	\$108,561.25	\$112,901.00	\$718,264.00	-\$2,259.48	100.32%
Fund 021 CAPITAL PROJECTS												
PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INTANGIBLES TAX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
LICENSE EXCISE TAX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

Source Descr	2017 YTD Budget	May	June	July	Aug	Sept	Oct	Nov	Dec	2017 YTD Amt	2017 YTD Balance	2017 % of Budget
COMMERCIAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
INTEREST FROM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
TEMPORARY LOANS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 021 CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 024 FINRA GRANT												
RECEIPTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 024 FINRA GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 026 G O BOND												
BOND SALE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 026 G O BOND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 027 COMMUNITY FDTN GRANT												
RECEIPTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 028 FINRA 2014												
RECEIPTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 028 FINRA 2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 029 GO BOND 2016												
RECEIPTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 029 GO BOND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 030 GO BOND 2019												
RECEIPTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Fund 030 GO BOND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	\$10,440,258.52	\$737,752.90	\$4,653,817.01	\$632,238.85	\$560,017.15	\$749,104.65	\$628,404.02	\$764,899.63	\$4,988,884.94	\$16,424,185.37	-\$5,983,926.85	157.32%

MONROE COUNTY PUBLIC LIBRARY

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Cash Balances by fund

Current Period: December 2017

FUND Descr	12/01/17	MTD Debit	MTD Credit	12/31/17	Bal Sht Descr	Act Status
OPERATING	\$22,485.46	\$5,836.41	\$26,380.43	\$1,941.44	OLD NATIONAL BANK CHECKING	Active
OPERATING	\$21,841.99	\$3,790.57	\$392.00	\$25,240.56	GERMAN AMER./CHECKING	Active
OPERATING	-\$130,545.92	\$3,604,829.14	\$3,473,525.35	\$757.87	MAINSOURCE CHECKING	Active
OPERATING	\$404,555.70	\$1,641,764.55	\$524,555.70	\$1,521,764.55	MAINSOURCE SAVINGS	Active
OPERATING	\$13,622.63	\$1,010.01	\$0.00	\$14,632.64	INVEST. CD/MAINSOURCE	Active
Fund 001 OPERATING	\$331,959.86	\$5,257,230.68	\$4,024,853.48	\$1,564,337.06		
GIFT UNRESTRICTED	\$504.21	\$1,185.49	\$1,667.02	\$22.68	OLD NATIONAL BANK CHECKING	Active
GIFT UNRESTRICTED	\$3.00	\$0.00	\$0.00	\$3.00	GERMAN AMER./CHECKING	Active
GIFT UNRESTRICTED	\$8,150.49	\$1,667.02	\$0.00	\$9,817.51	MAINSOURCE CHECKING	Active
Fund 004 GIFT UNRESTRICTED	\$8,657.70	\$2,852.51	\$1,667.02	\$9,843.19		
PLAC	\$392.75	\$195.00	\$392.75	\$195.00	OLD NATIONAL BANK CHECKING	Active
PLAC	\$1,885.00	\$390.00	\$1,885.00	\$390.00	GERMAN AMER./CHECKING	Active
PLAC	-\$1,625.75	\$2,277.75	\$0.00	\$652.00	MAINSOURCE CHECKING	Active
Fund 005 PLAC	\$652.00	\$2,862.75	\$2,277.75	\$1,237.00		
RETIRES	\$0.00	\$0.00	\$587.28	-\$587.28	MAINSOURCE CHECKING	Active
Fund 006 RETIRES	\$0.00	\$0.00	\$587.28	-\$587.28		
LIRF	\$27,062.03	\$0.00	\$0.00	\$27,062.03	MAINSOURCE CHECKING	Active
LIRF	\$1,080,708.56	\$1,143,480.00	\$0.00	\$2,224,188.56	MAINSOURCE SAVINGS	Active
LIRF	\$1,197,735.57	\$0.00	\$0.00	\$1,197,735.57	INVEST. CD/MAINSOURCE	Active
Fund 007 LIRF	\$2,305,506.16	\$1,143,480.00	\$0.00	\$3,448,986.16		
DEBT SERVICE	\$0.00	\$468,093.39	\$345,100.00	\$122,993.39	MAINSOURCE CHECKING	Active
Fund 008 DEBT SERVICE	\$0.00	\$468,093.39	\$345,100.00	\$122,993.39		
RAINY DAY	\$20,384.18	\$0.00	\$0.00	\$20,384.18	MAINSOURCE CHECKING	Active
RAINY DAY	\$1,616,269.19	\$0.00	\$0.00	\$1,616,269.19	MAINSOURCE SAVINGS	Active
Fund 009 RAINY DAY	\$1,636,653.37	\$0.00	\$0.00	\$1,636,653.37		
PAYROLL	\$12,282.34	\$367,397.91	\$370,588.55	\$9,091.70	MAINSOURCE CHECKING	Active
Fund 010 PAYROLL	\$12,282.34	\$367,397.91	\$370,588.55	\$9,091.70		
GIFT-RESTRICED	\$58,846.99	\$9,090.30	\$12,697.94	\$55,239.35	MAINSOURCE CHECKING	Active
Fund 016 GIFT-RESTRICED	\$58,846.99	\$9,090.30	\$12,697.94	\$55,239.35		
GIFT-FOUNDATION	\$10,750.00	\$10,750.00	\$10,750.00	\$10,750.00	OLD NATIONAL BANK CHECKING	Active
GIFT-FOUNDATION	\$63,622.76	\$10,778.84	\$8,463.48	\$65,938.12	MAINSOURCE CHECKING	Active
Fund 019 GIFT-FOUNDATION	\$74,372.76	\$21,528.84	\$19,213.48	\$76,688.12		
SPECIAL REVENUE	\$396.98	\$620.00	\$19.49	\$997.49	GERMAN AMER./CHECKING	Active
SPECIAL REVENUE	\$177,918.24	\$116,224.67	\$164,223.91	\$129,919.00	MAINSOURCE CHECKING	Active
SPECIAL REVENUE	\$535,000.00	\$120,000.00	\$0.00	\$655,000.00	MAINSOURCE SAVINGS	Active
Fund 020 SPECIAL REVENUE	\$713,315.22	\$236,844.67	\$164,243.40	\$785,916.49		

FUND Descr	12/01/17	MTD Debit	MTD Credit	12/31/17	Bal Sht Descr	Act Status
GO BOND 2016	\$56,207.88	\$295,668.30	\$229,997.21	\$121,878.97	MAINSOURCE CHECKING	Active
GO BOND 2016	\$1,219,478.26	\$0.00	\$295,444.30	\$924,033.96	MAINSOURCE SAVINGS	Active
Fund 029 GO BOND 2016	\$1,275,686.14	\$295,668.30	\$525,441.51	\$1,045,912.93		
GO BOND 2019	\$0.00	\$0.00	\$3,150.00	-\$3,150.00	MAINSOURCE CHECKING	Active
Fund 030 GO BOND 2019	\$0.00	\$0.00	\$3,150.00	-\$3,150.00		
	\$6,417,932.54	\$7,805,049.35	\$5,469,820.41	\$8,753,161.48		

MONROE COUNTY PUBLIC LIBRARY

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ONB CHECKING 06300 ONB/MONROE December 2017

Account Summary

Beginning Balance on	12/1/2017	\$41,582.47
+	Receipts/Deposits	\$27,326.65
-	Payments (Checks and Withdrawals)	\$56,000.00
Ending Balance as of	12/31/2017	\$12,909.12

Check Book

Active	G 001-06300	OPERATING	\$1,941.44
Active	G 002-06300	JAIL	\$0.00
Active	G 003-06300	CLEARING	\$0.00
Active	G 004-06300	GIFT UNRESTRICTED	\$22.68
Active	G 005-06300	PLAC	\$195.00
Active	G 006-06300	RETIRES	\$0.00
Active	G 007-06300	LIRF	\$0.00
Active	G 008-06300	DEBT SERVICE	\$0.00
Active	G 009-06300	RAINY DAY	\$0.00
Active	G 012-06300	TEEN COUNCIL	\$0.00
Active	G 015-06300	LSTA	\$0.00
Active	G 016-06300	GIFT-RESTRICED	\$0.00
Active	G 019-06300	GIFT-FOUNDATION	\$10,750.00
Active	G 020-06300	SPECIAL REVENUE	\$0.00
Active	G 024-06300	FINRA GRANT	\$0.00
Active	G 027-06300	COMMUNITY FDTN	\$0.00
Active	G 028-06300	FINRA 2014	\$0.00
Active	G 029-06300	GO BOND 2016	\$0.00

Cash Balance **\$12,909.12**

Beginng Balance	\$41,582.47
+ Total Deposits	\$27,326.65
- Checks Written	\$56,000.00

Check Book	\$12,909.12
Difference	\$0.00

MONROE COUNTY PUBLIC LIBRARY

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GERMAN-AMER/CHECKING

06400 GER AME/UC

December 2017

Account Summary

Beginning Balance on	12/1/2017	\$21,880.77
+	Receipts/Deposits	\$12,179.17
-	Payments (Checks and Withdrawals)	\$7,428.89
Ending Balance as of	12/31/2017	\$26,631.05

Check Book

Active	G 001-06400	OPERATING	\$25,240.56
Active	G 003-06400	CLEARING	\$0.00
Active	G 004-06400	GIFT UNRESTRICTED	\$3.00
Active	G 005-06400	PLAC	\$390.00
Active	G 007-06400	LIRF	\$0.00
Active	G 009-06400	RAINY DAY	\$0.00
Active	G 010-06400	PAYROLL	\$0.00
Active	G 016-06400	GIFT-RESTRICED	\$0.00
Active	G 019-06400	GIFT-FOUNDATION	\$0.00
Active	G 020-06400	SPECIAL REVENUE	\$997.49
Active	G 029-06400	GO BOND 2016	\$0.00

Cash Balance **\$26,631.05**

Beginng Balance	\$21,880.77
+ Total Deposits	\$12,179.17
- Checks Written	\$7,428.89

Check Book	\$26,631.05
Difference	\$0.00

MONROE COUNTY PUBLIC LIBRARY

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Check Reconciliation©*MAINSOURCE CHECKING****06600 MAINSO CKG****December 2017****Account Summary**

Beginning Balance on	12/1/2017	\$298,109.38
+ Receipts/Deposits		\$4,197,540.99
- Payments (Checks and Withdrawals)		\$3,903,640.29
Ending Balance as of	12/31/2017	\$592,010.08

Check Book

Active	G 001-06600	OPERATING	\$757.87
Active	G 002-06600	JAIL	\$0.00
Active	G 003-06600	CLEARING	\$0.00
Active	G 004-06600	GIFT UNRESTRICTED	\$9,817.51
Active	G 005-06600	PLAC	\$652.00
Active	G 006-06600	RETIREES	-\$587.28
Active	G 007-06600	LIRF	\$27,062.03
Active	G 008-06600	DEBT SERVICE	\$122,993.39
Active	G 009-06600	RAINY DAY	\$20,384.18
Active	G 010-06600	PAYROLL	\$9,091.70
Active	G 016-06600	GIFT-RESTRICED	\$55,239.35
Active	G 017-06600	LEVY EXCESS	\$0.00
Active	G 019-06600	GIFT-FOUNDATION	\$65,938.12
Active	G 020-06600	SPECIAL REVENUE	\$129,919.00
Active	G 024-06600	FINRA GRANT	\$0.00
Active	G 026-06600	G O BOND	\$0.00
Active	G 027-06600	COMMUNITY FDTN	\$0.00
Active	G 028-06600	FINRA 2014	\$0.00
Active	G 029-06600	GO BOND 2016	\$121,878.97
Active	G 030-06600	GO BOND 2019	-\$3,150.00
		Cash Balance	\$559,996.84
	Beginng Balance	\$298,109.38	
	+ Total Deposits	\$4,197,540.99	
	- Checks Written	\$3,935,653.53	
	Check Book	\$559,996.84	
	O/S Checks	\$32,013.24	

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MAINSOURCE SAVINGS

06610 MAINSO SAV

December 2017

Account Summary

Beginning Balance on	12/1/2017	\$4,992,606.30
+	Receipts/Deposits	\$2,648,649.96
-	Payments (Checks and Withdrawals)	\$700,000.00
Ending Balance as of	12/31/2017	\$6,941,256.26

Check Book

Active	G 001-06610	OPERATING	\$1,521,764.55
Active	G 002-06610	JAIL	\$0.00
Active	G 003-06610	CLEARING	\$0.00
Active	G 004-06610	GIFT UNRESTRICTED	\$0.00
Active	G 005-06610	PLAC	\$0.00
Active	G 006-06610	RETIREEES	\$0.00
Active	G 007-06610	LIRF	\$2,224,188.56
Active	G 008-06610	DEBT SERVICE	\$0.00
Active	G 009-06610	RAINY DAY	\$1,616,269.19
Active	G 010-06610	PAYROLL	\$0.00
Active	G 016-06610	GIFT-RESTRICED	\$0.00
Active	G 019-06610	GIFT-FOUNDATION	\$0.00
Active	G 020-06610	SPECIAL REVENUE	\$655,000.00
Active	G 024-06610	FINRA GRANT	\$0.00
Active	G 026-06610	G O BOND	\$0.00
Active	G 027-06610	COMMUNITY FDTN	\$0.00
Active	G 028-06610	FINRA 2014	\$0.00
Active	G 029-06610	GO BOND 2016	\$924,033.96
Active	G 030-06610	GO BOND 2019	\$0.00

Cash Balance **\$6,941,256.26**

Beginng Balance	\$4,992,606.30
+ Total Deposits	\$2,648,649.96
- Checks Written	\$700,000.00

Check Book	\$6,941,256.26
Difference	\$0.00

TO: Monroe County Public Library – Board of Trustees
FROM: Kyle Wickemeyer-Hardy, Human Resources Manager
RE: Personnel Report
DATE January 17, 2018

Beginning Employment

- CeCe Hallal, Building Services, Security Technician, Pay Grade 5, 20 hours per week effective December 27, 2017.
- Joseph Hollenbaugh, Building Services, Security Technician, Pay Grade 5, 20 hours per week effective January 8, 2018.
- Amber Grav, Access & Content Services, Material Handler, Pay Grade 1, 15 hours per week effective January 8, 2018.
- Samantha Horton, Access & Content Services, Material Handler, Pay Grade 1, 15 hours per week effective January 8, 2018.
- Ted Markley Access & Content Services, Material Handler, Pay Grade 1, 15 hours per week effective January 8, 2018.

Ending Employment

- Logan Holmes, Access & Content Services, Material Handler, Pay Grade 1, 15 hours per week effective December 17, 2017.
- Michael Turpin, Access & Content Services, Material Handler, Pay Grade 1, 15 hours per week effective December 31, 2017.
- Mary Frasier, Community Engagement, Librarian, Pay Grade 8, 37.5 hours per week effective January 19, 2018.
- Clare Miller, Building Services/Facilities, Custodian, Pay Grade 3, 20 hours per week effective January 11, 2017.

Job Changes

- Ginny Hosler, Community Engagement, Librarian, Pay Grade 8, 37.5 hours per week from audience assignment Outreach/Children's Services to Children's Services effective January 22, 2018.

Pay Date 12/08/17
 Pay Period 11/13/2017 to 11/26/2017

Employee Earnings Report by Pay Date

Fund Type	#	Employee Name	Unit	Total Earnings	Hours Paid
	1	Blevins, Calan J.	ACCESS & CONTENT		
	2	Camacho-Roy, Joseph E.	ACCESS & CONTENT		
	3	Desjardins, Vincent P.	ACCESS & CONTENT		
	4	Diersing, Adam L.	ACCESS & CONTENT		
	5	Englert, Victoria R.	ACCESS & CONTENT		
	6	Fak, Andrew V.	ACCESS & CONTENT		
	7	Farlee, Logan G.	ACCESS & CONTENT		
	8	Garrison, Cynthia L.	ACCESS & CONTENT		
	9	Hagan, Elizabeth A.	ACCESS & CONTENT		
	10	Harrison, Sarah M.	ACCESS & CONTENT		
	11	Hines, Michelle L.	ACCESS & CONTENT		
	12	Holmes, Logan G.	ACCESS & CONTENT		
	13	Hughes, Katelynn N.	ACCESS & CONTENT		
	14	Koester, William D.	ACCESS & CONTENT		
	15	Lemen, Brett A.	ACCESS & CONTENT		
	16	Macklin, Rachel A.	ACCESS & CONTENT		
	17	McDermott-Sipe, Elias F.	ACCESS & CONTENT		
	18	Overtoom, Sydney J.	ACCESS & CONTENT		
	19	Phillips, Brigid L.	ACCESS & CONTENT		
	20	Polley, Elizabeth A.	ACCESS & CONTENT		
	21	Price, Daniel A.	ACCESS & CONTENT		
	22	Prior, Austin H.	ACCESS & CONTENT		
	23	Richardson, Ivy G.	ACCESS & CONTENT		
	24	Sandoval, Gizzelle	ACCESS & CONTENT		
	25	Smith, Karen S.	ACCESS & CONTENT		
	26	Snider, Benjamin B.	ACCESS & CONTENT		
	27	Turpin, Michael E.	ACCESS & CONTENT		
	28	Valliere, Rachel E.	ACCESS & CONTENT		
	29	Waller, Amanda M.	ACCESS & CONTENT		
	30	Balzer, Cynthia L.	CUSTOMER SERVICE		
	31	Clark, Marion C.	CUSTOMER SERVICE		
	32	Duszynski, Paul A.	CUSTOMER SERVICE		
	33	Edelman, Rebekah S.	CUSTOMER SERVICE		
	34	Epple, Michelle R.	CUSTOMER SERVICE		
	35	Gillespie, Charles F.	CUSTOMER SERVICE		
	36	Gliessman, Jennifer R.	CUSTOMER SERVICE		
	37	Icenogle, Rachel L.	BUILDING SRV-MAINTENANCE		
	38	James, Seth M.	CUSTOMER SERVICE		
	39	Mass, Shelby E.	CUSTOMER SERVICE		
	40	Miller, Clare A.	BUILDING SRV-MAINTENANCE		
	41	Purcell, Emily S.	CUSTOMER SERVICE		
	42	Rogers, Addison C.	CATS		
	43	Segraves, Ann M.	CUSTOMER SERVICE		
	44	Sims, James L.	BUILDING SRV-SECURITY		
	45	Sinex, Lucas C.	INFORMATION TECHNOLOGY		
	46	Weaver, William C.	COMMUNICATIONS/MARKETI CM		
	47	Albert, Sean G.	CATS		
	48	Carter, Kenneth B.	ACCESS & CONTENT		
	49	Clark, Craig J.	ACCESS & CONTENT		
	50	Crane, Deanna J.	BUILDING SRV-MAINTENANCE		
	51	Ellis, William P.	CUSTOMER SERVICE		
	52	Gornik, Evan A.	ACCESS & CONTENT		
	53	Hacker, Arielle N.	ACCESS & CONTENT		
	54	Hoagland, Ian M.	CUSTOMER SERVICE		
	55	Horton, Israel H.	CUSTOMER SERVICE		
	56	Jenness, Claire L.	ACCESS & CONTENT		
	57	Jenness, Lillian M.	CUSTOMER SERVICE		
	58	Jones, Christina M.	COMMUNITY ENGAGEMENT/LEAR		
	59	Loudenbarger, Audra C.	CUSTOMER SERVICE		
	60	Lynch, Doris J.	COMMUNITY ENGAGEMENT/LEAR		
	61	Mounlio, Daniel T.	CUSTOMER SERVICE		
	62	Tincher, Cheryl L.	BUILDING SRV-MAINTENANCE		

Fund Type	#	Employee Name	Unit	Total Earnings	Hours Paid
Operating	63	Lenn, Tracy M.	CUSTOMER SERVICE		
	64	Tobey, Erin M.	COMMUNICATIONS/MARKETI CM		
	65	Adams, Meghan E.	ACCESS & CONTENT		
	66	Arnholter, Ellen P.	COMMUNITY ENGAGEMENT/LEAR		
	67	Baugh, Ned T.	INFORMATION TECHNOLOGY		
	68	Bell, Terri L.	BUILDING SRV-MAINTENANCE		
	69	Brown, Erica N.	COMMUNITY ENGAGEMENT/LEAR		
	70	Bruecks, Melissa E.	ACCESS & CONTENT		
	71	Champelli, Lisa M.	STRATEGIST-CHILDREN/ SE		
	72	Champion, Michael C.	CUSTOMER SERVICE		
	73	Cheek, Jared P.	CUSTOMER SERVICE		
	74	Cooper, Burl	CUSTOMER SERVICE		
	75	Cronkhite, Jane M.	ADMIN-ASSOCIATE DIRECTOR		
	76	Dillon, Luann L.	COMMUNITY ENGAGEMENT/LEAR		
	77	Dockerty, Katelynn E.	CUSTOMER SERVICE		
	78	Dunnuck, Aubrey R.	CUSTOMER SERVICE		
	79	Fallwell, Edwin M.	CUSTOMER SERVICE		
	80	Fallwell, Susan L.	ACCESS & CONTENT		
	81	Frasier, Mary	COMMUNITY ENGAGEMENT/LEAR		
	82	French, Elizabeth E.	CUSTOMER SERVICE		
	83	Friesel, Christine E.	COMMUNITY ENGAGEMENT/LEAR		
	84	Galarza, Alejandria F.	COMMUNITY ENGAGEMENT/LEAR		
	85	Geldhof, Dana A.	BUILDING SRV-SECURITY		
	86	Gesten, Joshua F.	CUSTOMER SERVICE		
	87	Gossman, James A.	COMMUNITY ENGAGEMENT/LEAR		
	88	Gray, Elizabeth L.	STRATEGIST-ADULT/ SERVI		
	89	Gray, Marla S.	ADMIN-HUMAN RESOURCES		
	90	Gray-Overtoom, Paula E.	COMMUNICATIONS/MARKETI CM		
	91	Green, Cheryl R.	ACCESS & CONTENT		
	92	Greene, Ronald	BUILDING SRV-MAINTENANCE		
	93	Hoerger, Michael A.	COMMUNICATIONS/MARKETI CM		
	94	Hoffman, Jennifer L.	COMMUNITY ENGAGEMENT/LEAR		
	95	Holman, Stephanie A.	COMMUNITY ENGAGEMENT/LEAR		
	96	Hosler, Christopher A.	STRATEGIST-PROGRAM/B		
	97	Hosler, Virginia J.	COMMUNITY ENGAGEMENT/LEAR		
	98	Jackson, Christopher B.	STRATEGIST-SPECIAL AUDIEN		
	99	Johnson, Michael J.	BUILDING SRV-SECURITY		
	100	Jordan, Kelly M.	CUSTOMER SERVICE		
	101	Kellams, Jennifer L.	ACCESS & CONTENT		
	102	Kelly, Bruce W.	BUILDING SRV-MAINTENANCE		
	103	Kern, Merriel S.	ADMIN-FINANCE		
	104	Kinser, Julia L.	CUSTOMER SERVICE		
	105	Lehr, Jeannette C.	COMMUNITY ENGAGEMENT/LEAR		
	106	Leibacher, Brian J.	BUILDING SRV-MAINTENANCE		
	107	Lettelleir, Gary P.	ADMIN-FINANCE		
	108	Loro, Mary I.	CUSTOMER SERVICE		
	109	Lovings, Jacqueline D.	CUSTOMER SERVICE		
	110	MacDowell, Kevin S.	STRATEGIST-TEENS/DC		
	111	Matney, Jason L.	BUILDING SRV-MAINTENANCE		
	112	Meador, John D.	CUSTOMER SERVICE		
	113	Mestre, Amber C.	CUSTOMER SERVICE		
	114	Mosora, John P.	BUILDING SRV-MAINTENANCE		
	115	Mullis, Cody H.	INFORMATION TECHNOLOGY		
	116	Needham, Michele	CUSTOMER SERVICE		
	117	Neer, Matthew M.	COMMUNITY ENGAGEMENT/LEAR		
	118	Ody, Martha F.	ACCESS & CONTENT		
	119	Ott, Samuel W.	COMMUNITY ENGAGEMENT/LEAR		
	120	Overman, Roberta J.	COMMUNITY ENGAGEMENT/LEAR		
	121	Paull, Jonathon J.	CUSTOMER SERVICE		
	122	Rome, M Brandon	CUSTOMER SERVICE		
	123	Ruddick, Jane	ACCESS & CONTENT		
	124	Salvaggio, Elizabeth A.	CUSTOMER SERVICE		
	125	Sater, Susan J.	ADMIN-BUS OFFICE		
	126	Schwegman, Vanessa M.	INFORMATION TECHNOLOGY		
	127	Seibel, Brenda D.	ADMIN-BUS OFFICE		
	128	Slater, Andrew R.	CUSTOMER SERVICE		
	129	Smith, Benjamin E.	BUILDING SRV-SECURITY		
	130	Sneed, Christine M.	ACCESS & CONTENT		

Fund Type	#	Employee Name	Unit	Total Earnings	Hours Paid
	131	Stacy, Ryan P.	COMMUNICATIONS/MARKETI CM		
	132	Starks-Dyer, Kathleen R.	CUSTOMER SERVICE		
	133	Swinson, Barbara M.	STRATEGIST-PROFESSION		
	134	Thompson, Timothy J.	ACCESS & CONTENT		
	135	Turrentine, Bethany G.	COMMUNITY ENGAGEMENT/LEAR		
	136	Wallace, Pamela J.	ADMIN-BUS OFFICE		
	137	Wasmer, Pamela A.	ACCESS & CONTENT		
	138	White, Pamela K.	ACCESS & CONTENT		
	139	Wickemeyer-Hardy, Kyle A.	ADMIN-HUMAN RESOURCES		
	140	Wolf, Joshua	COMMUNITY ENGAGEMENT/LEAR		
	141	Wood, Marilyn D.	ADMIN - DIRECTOR		
	142	Zdravecky, Leanne	CUSTOMER SERVICE		
		Sub-Total Operating Fund		\$173,836.13	8,584.17
Special	1	Arena, Nile J.	CATS		
	2	Kroeger, Nathan A.	CATS		
	3	Muyskens-Toth, Casey L.	CATS		
	4	Bookwalter, Mark J.	CATS		
	5	Gardner, Sierra L.	CATS		
	6	Myers, Glenn J.	CATS		
	7	Schuster, Steven M.	CATS		
	8	Adams, Michael D.	CATS		
	9	Burns, Michael F.	FRIENDS OF THE LIBRARY		
	10	ONeill, Martin	CATS		
	11	Regoli, Mary Jean	FRIENDS OF THE LIBRARY		
	12	Stillwell, Adam A.	CATS		
	13	Stockwell, Robert R.	CATS		
	14	Walter, David P.	CATS		
	15	White, Michael B.	CATS		
		Sub-Total Operating Fund		\$16,472.00	895.00
		Grand Total		\$190,308.13	9,479.17

Pay Date 12/22/17
 Pay Period 11/27/2017 to 12/10/2017

Employee Earnings Report by Pay Date

Fund Type	#	Employee Name	Unit	Total Earnings	Hours Paid
	1	Lucas, Darryl L.	CUSTOMER SERVICE		
	2	Blevins, Calan J.	ACCESS & CONTENT		
	3	Camacho-Roy, Joseph E.	ACCESS & CONTENT		
	4	Desjardins, Vincent P.	ACCESS & CONTENT		
	5	Diersing, Adam L.	ACCESS & CONTENT		
	6	Englert, Victoria R.	ACCESS & CONTENT		
	7	Fak, Andrew V.	ACCESS & CONTENT		
	8	Farlee, Logan G.	ACCESS & CONTENT		
	9	Garrison, Cynthia L.	ACCESS & CONTENT		
	10	Grimm, Kelsey T.	ACCESS & CONTENT		
	11	Hagan, Elizabeth A.	ACCESS & CONTENT		
	12	Harrison, Sarah M.	ACCESS & CONTENT		
	13	Hines, Michelle L.	ACCESS & CONTENT		
	14	Holmes, Logan G.	ACCESS & CONTENT		
	15	Hughes, Katelynn N.	ACCESS & CONTENT		
	16	Koester, William D.	ACCESS & CONTENT		
	17	Lemen, Brett A.	ACCESS & CONTENT		
	18	Macklin, Rachel A.	ACCESS & CONTENT		
	19	McDermott-Sipe, Elias F.	ACCESS & CONTENT		
	20	Overtoom, Sydney J.	ACCESS & CONTENT		
	21	Phillips, Brigid L.	ACCESS & CONTENT		
	22	Polley, Elizabeth A.	ACCESS & CONTENT		
	23	Price, Daniel A.	ACCESS & CONTENT		
	24	Prior, Austin H.	ACCESS & CONTENT		
	25	Richardson, Ivy G.	ACCESS & CONTENT		
	26	Sandoval, Gizzelle	ACCESS & CONTENT		
	27	Smith, Karen S.	ACCESS & CONTENT		
	28	Snider, Benjamin B.	ACCESS & CONTENT		
	29	Turpin, Michael E.	ACCESS & CONTENT		
	30	Valliere, Rachel E.	ACCESS & CONTENT		
	31	Waller, Amanda M.	ACCESS & CONTENT		
	32	Balzer, Cynthia L.	CUSTOMER SERVICE		
	33	Clark, Marion C.	CUSTOMER SERVICE		
	34	Duszynski, Paul A.	CUSTOMER SERVICE		
	35	Edelman, Rebekah S.	CUSTOMER SERVICE		
	36	Gillespie, Charles F.	CUSTOMER SERVICE		
	37	Gliessman, Jennifer R.	CUSTOMER SERVICE		
	38	Icenogle, Rachel L.	BUILDING SRV-MAINTENANCE		
	39	James, Seth M.	CUSTOMER SERVICE		
	40	Mass, Shelby E.	CUSTOMER SERVICE		
	41	Miller, Clare A.	BUILDING SRV-MAINTENANCE		
	42	Purcell, Emily S.	CUSTOMER SERVICE		
	43	Rogers, Addison C.	CATS		
	44	Segraves, Ann M.	CUSTOMER SERVICE		
	45	Sims, James L.	BUILDING SRV-SECURITY		
	46	Sinex, Lucas C.	INFORMATION TECHNOLOGY		
	47	Weaver, William C.	COMMUNICATIONS/MARKETI CM		
	48	Albert, Sean G.	CATS		
	49	Carter, Kenneth B.	ACCESS & CONTENT		
	50	Clark, Craig J.	ACCESS & CONTENT		
	51	Crane, Deanna J.	BUILDING SRV-MAINTENANCE		
	52	Ellis, William P.	CUSTOMER SERVICE		
	53	Gornik, Evan A.	ACCESS & CONTENT		
	54	Hacker, Arielle N.	ACCESS & CONTENT		
	55	Hoagland, Ian M.	CUSTOMER SERVICE		
	56	Horton, Israel H.	CUSTOMER SERVICE		
	57	Jenness, Claire L.	ACCESS & CONTENT		
	58	Jenness, Lillian M.	CUSTOMER SERVICE		
	59	Jones, Christina M.	COMMUNITY ENGAGEMENT/LEAR		
	60	Loudenbarger, Audra C.	CUSTOMER SERVICE		
	61	Lynch, Doris J.	COMMUNITY ENGAGEMENT/LEAR		
	62	Mounlio, Daniel T.	CUSTOMER SERVICE		

Fund Type	#	Employee Name	Unit	Total Earnings	Hours Paid
Operating	63	Tincher, Cheryl L.	BUILDING SRV-MAINTENANCE		
	64	Lenn, Tracy M.	CUSTOMER SERVICE		
	65	Tobey, Erin M.	COMMUNICATIONS/MARKETI CM		
	66	Adams, Meghan E.	ACCESS & CONTENT		
	67	Arnholter, Ellen P.	COMMUNITY ENGAGEMENT/LEAR		
	68	Baugh, Ned T.	INFORMATION TECHNOLOGY		
	69	Bell, Terri L.	BUILDING SRV-MAINTENANCE		
	70	Brown, Erica N.	COMMUNITY ENGAGEMENT/LEAR		
	71	Bruecks, Melissa E.	ACCESS & CONTENT		
	72	Champelli, Lisa M.	STRATEGIST-CHILDREN/ SE		
	73	Champion, Michael C.	CUSTOMER SERVICE		
	74	Cheek, Jared P.	CUSTOMER SERVICE		
	75	Cooper, Burl	CUSTOMER SERVICE		
	76	Cronkhite, Jane M.	ADMIN-ASSOCIATE DIRECTOR		
	77	Dillon, Luann L.	COMMUNITY ENGAGEMENT/LEAR		
	78	Dockerty, Katelynn E.	CUSTOMER SERVICE		
	79	Dunnuck, Aubrey R.	CUSTOMER SERVICE		
	80	Fallwell, Edwin M.	CUSTOMER SERVICE		
	81	Fallwell, Susan L.	ACCESS & CONTENT		
	82	Frasier, Mary	COMMUNITY ENGAGEMENT/LEAR		
	83	French, Elizabeth E.	CUSTOMER SERVICE		
	84	Friesel, Christine E.	COMMUNITY ENGAGEMENT/LEAR		
	85	Galarza, Alejandria F.	COMMUNITY ENGAGEMENT/LEAR		
	86	Geldhof, Dana A.	BUILDING SRV-SECURITY		
	87	Gesten, Joshua F.	CUSTOMER SERVICE		
	88	Gossman, James A.	COMMUNITY ENGAGEMENT/LEAR		
	89	Gray, Elizabeth L.	STRATEGIST-ADULT/ SERVI		
	90	Gray, Marla S.	ADMIN-HUMAN RESOURCES		
	91	Gray-Overtoom, Paula E.	COMMUNICATIONS/MARKETI CM		
	92	Green, Cheryl R.	ACCESS & CONTENT		
	93	Greene, Ronald	BUILDING SRV-MAINTENANCE		
	94	Hoerger, Michael A.	COMMUNICATIONS/MARKETI CM		
	95	Hoffman, Jennifer L.	COMMUNITY ENGAGEMENT/LEAR		
	96	Holman, Stephanie A.	COMMUNITY ENGAGEMENT/LEAR		
	97	Hosler, Christopher A.	STRATEGIST-PROGRAM/B		
	98	Hosler, Virginia J.	COMMUNITY ENGAGEMENT/LEAR		
	99	Jackson, Christopher B.	STRATEGIST-SPECIAL AUDIEN		
	100	Johnson, Michael J.	BUILDING SRV-SECURITY		
	101	Jordan, Kelly M.	CUSTOMER SERVICE		
	102	Kellams, Jennifer L.	ACCESS & CONTENT		
	103	Kelly, Bruce W.	BUILDING SRV-MAINTENANCE		
	104	Kern, Merriel S.	ADMIN-FINANCE		
	105	Kinser, Julia L.	CUSTOMER SERVICE		
	106	Lehr, Jeannette C.	COMMUNITY ENGAGEMENT/LEAR		
	107	Leibacher, Brian J.	BUILDING SRV-MAINTENANCE		
	108	Lettelleir, Gary P.	ADMIN-FINANCE		
	109	Loro, Mary I.	CUSTOMER SERVICE		
	110	Lovings, Jacqueline D.	CUSTOMER SERVICE		
	111	MacDowell, Kevin S.	STRATEGIST-TEENS/DC		
	112	Matney, Jason L.	BUILDING SRV-MAINTENANCE		
	113	Meador, John D.	CUSTOMER SERVICE		
	114	Mestre, Amber C.	CUSTOMER SERVICE		
	115	Mosora, John P.	BUILDING SRV-MAINTENANCE		
	116	Mullis, Cody H.	INFORMATION TECHNOLOGY		
	117	Needham, Michele	CUSTOMER SERVICE		
	118	Neer, Matthew M.	COMMUNITY ENGAGEMENT/LEAR		
	119	Ody, Martha F.	ACCESS & CONTENT		
	120	Ott, Samuel W.	COMMUNITY ENGAGEMENT/LEAR		
	121	Overman, Roberta J.	COMMUNITY ENGAGEMENT/LEAR		
	122	Paull, Jonathon J.	CUSTOMER SERVICE		
	123	Rome, M Brandon	CUSTOMER SERVICE		
	124	Ruddick, Jane	ACCESS & CONTENT		
	125	Salvaggio, Elizabeth A.	CUSTOMER SERVICE		
	126	Sater, Susan J.	ADMIN-BUS OFFICE		
	127	Schwegman, Vanessa M.	INFORMATION TECHNOLOGY		
	128	Seibel, Brenda D.	ADMIN-BUS OFFICE		
	129	Slater, Andrew R.	CUSTOMER SERVICE		
	130	Smith, Benjamin E.	BUILDING SRV-SECURITY		

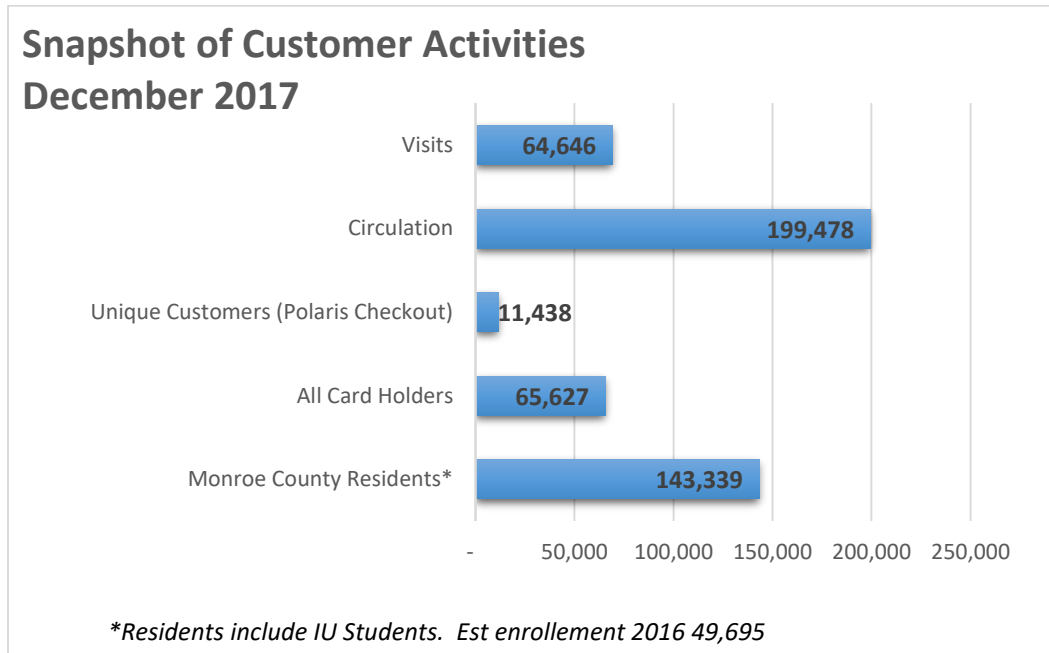
Fund Type	#	Employee Name	Unit	Total Earnings	Hours Paid
	131	Sneed, Christine M.	ACCESS & CONTENT		
	132	Stacy, Ryan P.	COMMUNICATIONS/MARKETING		
	133	Starks-Dyer, Kathleen R.	CUSTOMER SERVICE		
	134	Swinson, Barbara M.	STRATEGIST-PROFESSION		
	135	Thompson, Timothy J.	ACCESS & CONTENT		
	136	Turrentine, Bethany G.	COMMUNITY ENGAGEMENT/LEARNING		
	137	Wallace, Pamela J.	ADMIN-BUS OFFICE		
	138	White, Pamela K.	ACCESS & CONTENT		
	139	Wickemeyer-Hardy, Kyle A.	ADMIN-HUMAN RESOURCES		
	140	Wolf, Joshua	COMMUNITY ENGAGEMENT/LEARNING		
	141	Wood, Marilyn D.	ADMIN - DIRECTOR		
	142	Zdravecky, Leanne	CUSTOMER SERVICE		
		Sub-Total Operating Fund		\$159,321.89	8,236.80
Special	1	Arena, Nile J.	CATS		
	2	Kroeger, Nathan A.	CATS		
	3	Muyskens-Toth, Casey L.	CATS		
	4	Bookwalter, Mark J.	CATS		
	5	Gardner, Sierra L.	CATS		
	6	Myers, Glenn J.	CATS		
	7	Schuster, Steven M.	CATS		
	8	Adams, Michael D.	CATS		
	9	Burns, Michael F.	FRIENDS OF THE LIBRARY		
	10	ONeill, Martin	CATS		
	11	Regoli, Mary Jean	FRIENDS OF THE LIBRARY		
	12	Stillwell, Adam A.	CATS		
	13	Stockwell, Robert R.	CATS		
	14	Walter, David P.	CATS		
	15	White, Michael B.	CATS		
		Sub-Total Operating Fund		\$17,289.59	948.75
		Grand Total		\$176,611.48	9,185.55

2018 BOARD OF TRUSTEE'S CALENDER

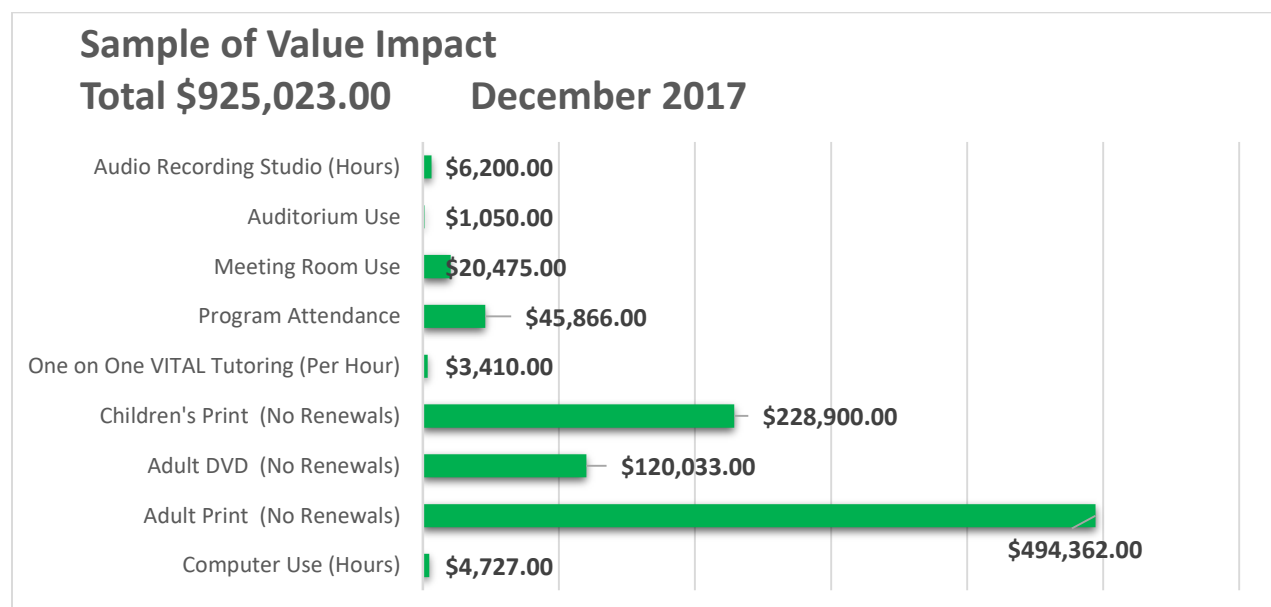
All meetings in Room 1B unless otherwise noted

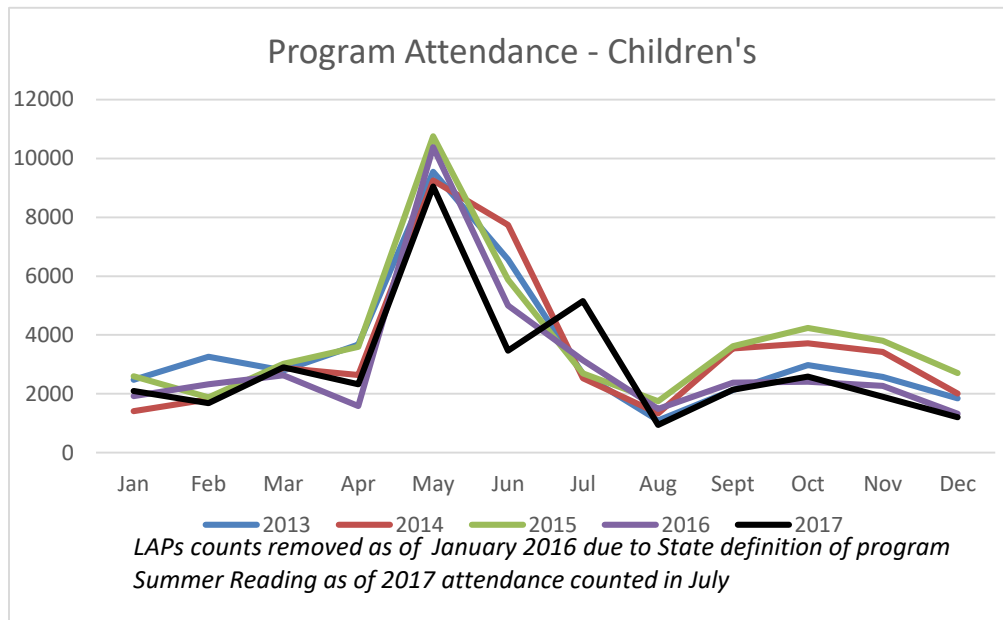
Month	Date	Meeting Type	Potential Topics
January	10	Work Session*	
January	17	Board Meeting	Budget line-item transfers; officer slate approved; El Centro Contract
January	17	Board of Finance	Review Investment Report and Policy
February	14	Work Session*	
February	21	Board Meeting	Election of Board Officers; Update: Adult Services
March	7	Work Session*	
March	21	Board Meeting	2017 Annual Report review; Update: Communications and Marketing
April	11	Work Session*	
April	18	Board Meeting	Update: Customer Service
May	9	Work Session*	
May	16	Board Meeting	Update: Children's Services
June	13	Work Session*	
June	20	Board Meeting	Update: Programming and Branch Services
July	11	Work Session*	
July	18	Board Meeting	Draft 2019 Budget; Update: Community Engagement & VITAL
August	8	Work Session*	
August	15	Board Meeting	Review any revisions to 2019 Budget, Approve 2019 Budget for advertising; Update: Special Audience Services
September	12	Work Session*	
September	19	Board Meeting	2019 Budget; Update: Building Services, Pioneer Grant
September	19	Public Hearing	Public Hearing on 2019 Budget
October	10	Work Session*	
October	17	Board Meeting	Adopt 2019 Budget; approve 2019 employee insurance package; Update: Teen Services
November	7	Work Session*	
November	14	Board Meeting	Update: Staff Development
December	5	Work Session*	
December	12	Board Meeting	Approve 2019 salary schedule, Pay Schedule(dates), director's salary; 2019 Holiday & Closing Schedule;CATS contracts, Fines and Fees schedule; Update: CATS
*Work session meeting dates are placeholders and held only as needed.			
Highlighted dates are off meeting week schedule (due to spring break and holiday schedules)			

The Library averaged 2,233 visits per day and an overall visitor count of nearly 65,000 in December. 6,879 items were checked out or renewed daily. 11,438 unique individuals checked out an item during the month and 28,127 unique individuals checked out an item in 2017, 43% of the Library's total card holder population. A snapshot of customer activity for December is highlighted below.



2,698 attendees enjoyed one of 120 Library sponsored programs in December. Customers used the Library's computers for 11,362 sessions, approximately 392 per day, for a total of 9,454 hours. The Library served as a community resource as the meeting rooms, audio or video studios, or auditorium spaces were used 568 times or an average of 20 times per day. The value of a few services offered by the Library is highlighted below.



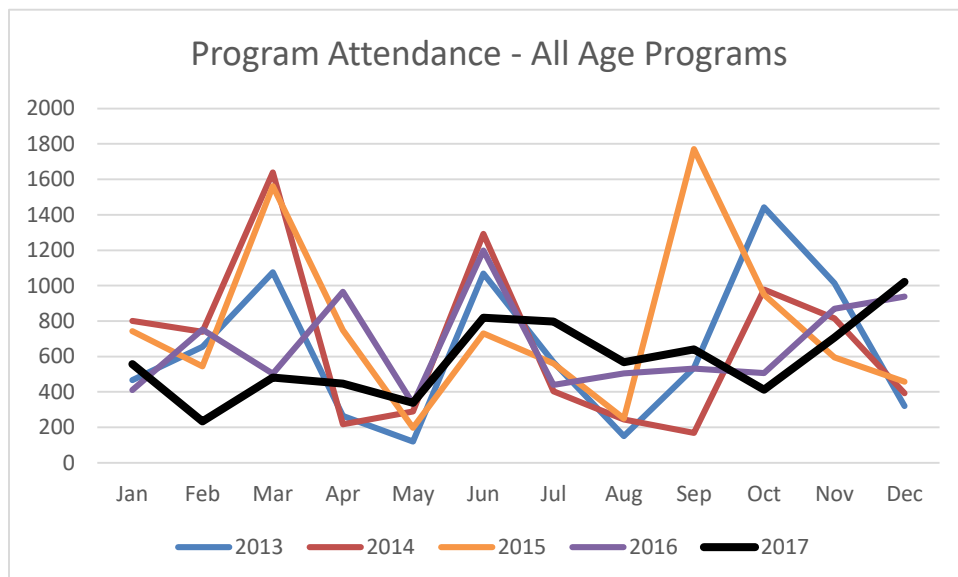
GOAL 1: Strengthen 21st century literacy skills**1A. Strengthen early literacy skills**

- Preschool children and their families had multiple opportunities to talk about winter and holiday traditions as part of preschool storytimes and special events at both the Main and Ellettsville libraries. Storyhour Extravaganza featured a visit from Santa and children made gift bags and paper wreaths in “Evening Family Storytime and Craft” at Ellettsville, and “Little Makers” at the Main Library.
- More than 275 children in Head Start classrooms enjoyed storytimes with a winter theme presented by Librarian Ginny Hosler. With children in the 2-5 age group, Ginny opens the storytimes with a song using sign language and sometimes signing a vocabulary word within a book. A teacher told Ginny a student's parent had contacted her to ask if they were learning sign language in the classroom because her son was signing at home. The teacher also commented this student sometimes has trouble engaging with books, but seems to be grounded a bit by signing. Ginny plans to incorporate more signing in the storytimes for this child's classroom.
- Parents participating in a Head Start parent meeting learned about ways to build their children's early literacy skills to get ready for Kindergarten during a presentation from Librarian Ginny Hosler. Ginny talked with parents about fun ways to engage children in Singing, Playing, Reading, Writing, and Talking. Participants also practiced these activities during a storytime for them and their children.

1B. Support basic literacy skills

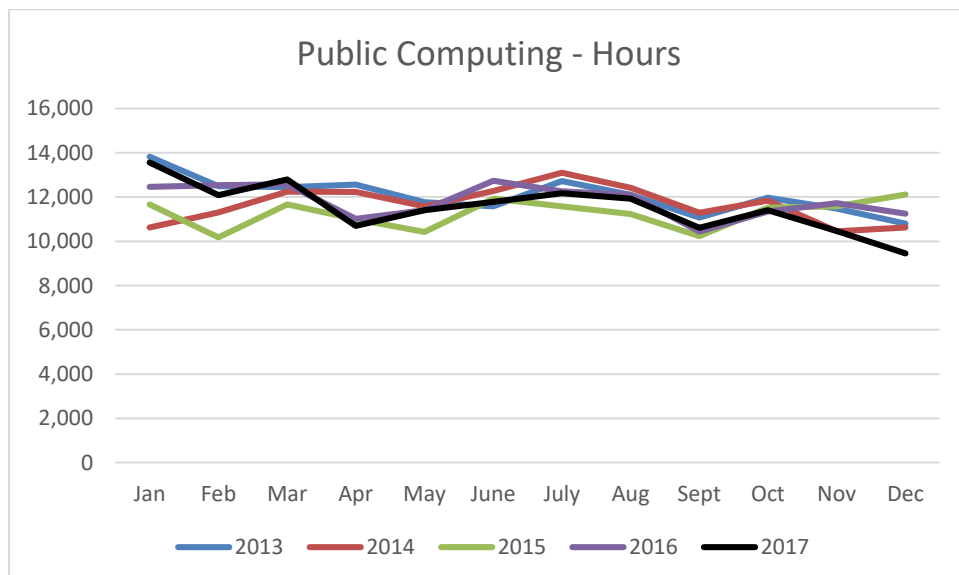
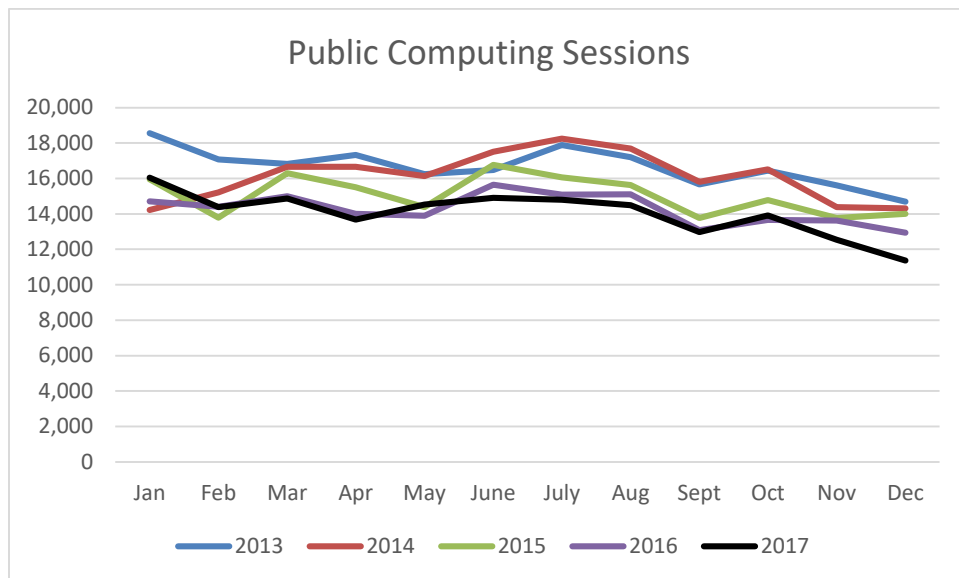
- Two classes from Edgewood Intermediate School visited the Ellettsville Library to display their artwork in the Library windows. The posters were designed to inform the community about Library services and upcoming renovations.

- Two families, one English-speaking and one bilingual, attended the “Bilingual Storytime” this month. Afterward, Senior Information Assistant Lizzie French talked with one of the parents about the Library’s bilingual booklist and the different kinds of Spanish/English materials the Library has.
- Both performances of the “Freddy Fossil Dino Show” were sold out as audiences of all ages filled the Ellettsville Meeting Room and then the Library Auditorium to capacity for this engaging presentation filled with dino facts and a sprinkling of magic tricks and practical jokes. Special events during school break weeks draw a mixture of regular and new customers (often out-of-town guests visiting family during the holidays.) Adults thanked us for the fun show as books about dinosaurs and fossils were snapped up!
- Five woman are participating in the new VITAL English program at Volunteers in Medicine. They attend class weekly for an hour and half with three VITAL volunteers, learning practical English for daily life activities like going to the doctor and workplace communication. The small group atmosphere allows for one on one teaching and small group work in a safe and welcoming environment. This initial program was designed as an 8-week pilot; at the request of the learners it will be renewed in 2018.
- In 2017, 423 learners participated in VITAL services. This includes 179 NEW learners, and individuals from 68 countries. Tutoring and program services were provided by VITAL staff and 229 dedicated tutors who volunteered 6,787 hours. Barriers to participation were reduced as VITAL trained 65 new tutors, expanded off-site programming, built new community partnerships, began offering Library card sign up at the VITAL desk, and provided a new online reading curriculum. On average, Wednesday is VITAL’s busiest day of the week – learners are always welcome, tutors are always needed.
- The Bookmobile made a special visit to Broadview Learning Center on December 4th in order to promote services to adult learners. Nine new Library users were registered, and information about the VITAL program, the Digital Creativity Center, downloadable media, and popular lending materials was shared. Quite a few visitors also checked out items.



1C. Serve as a community resource for digital literacy

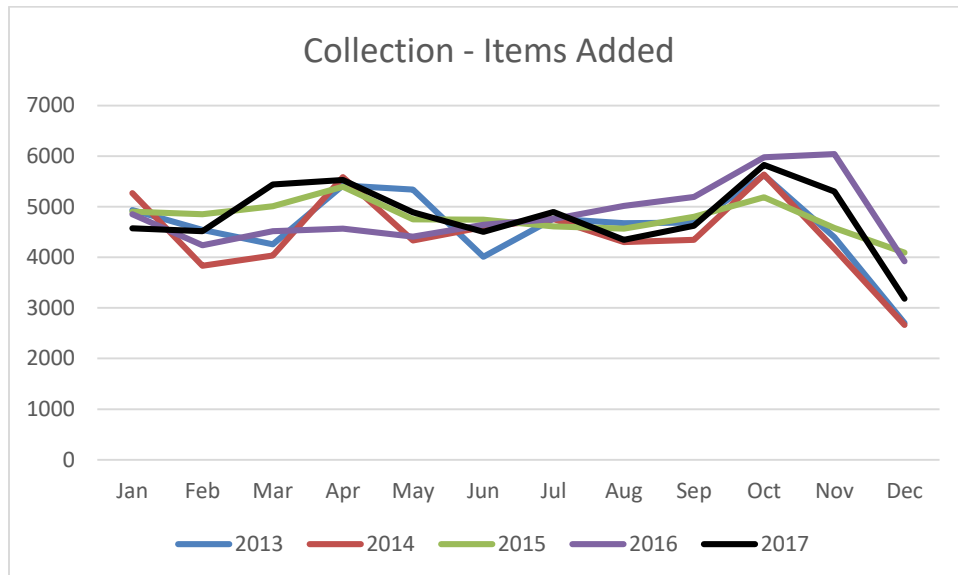
- More than 75 people participated in the all ages “Hour of Code” event in the Ground Floor on All Ages Sunday during Hour of Code week. Librarian Jeanette Lehr and Alex Galarza collaborated on the intergenerational event that helps people learn about computer science and the value of coding. The event featured different robots, coding crafts, Arduinos, Makey Makeys, and more.
- Dash and Dot robots were featured in two programs (on a Monday evening and Saturday afternoon) during Hour of Code week, providing older school-age children with opportunities to learn how we use coding to give instructions to computers. 12 children and six adults attended the Saturday afternoon session and parents had as many questions as the kids. Parents checked out books about coding, as well as the new Launchpad title with content for learning to code with Scratch.

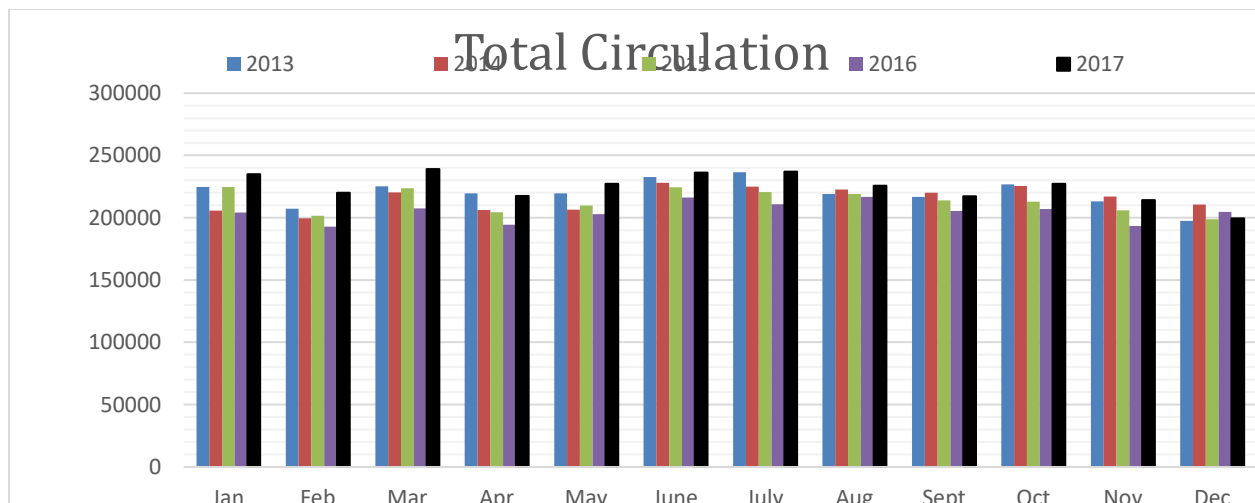
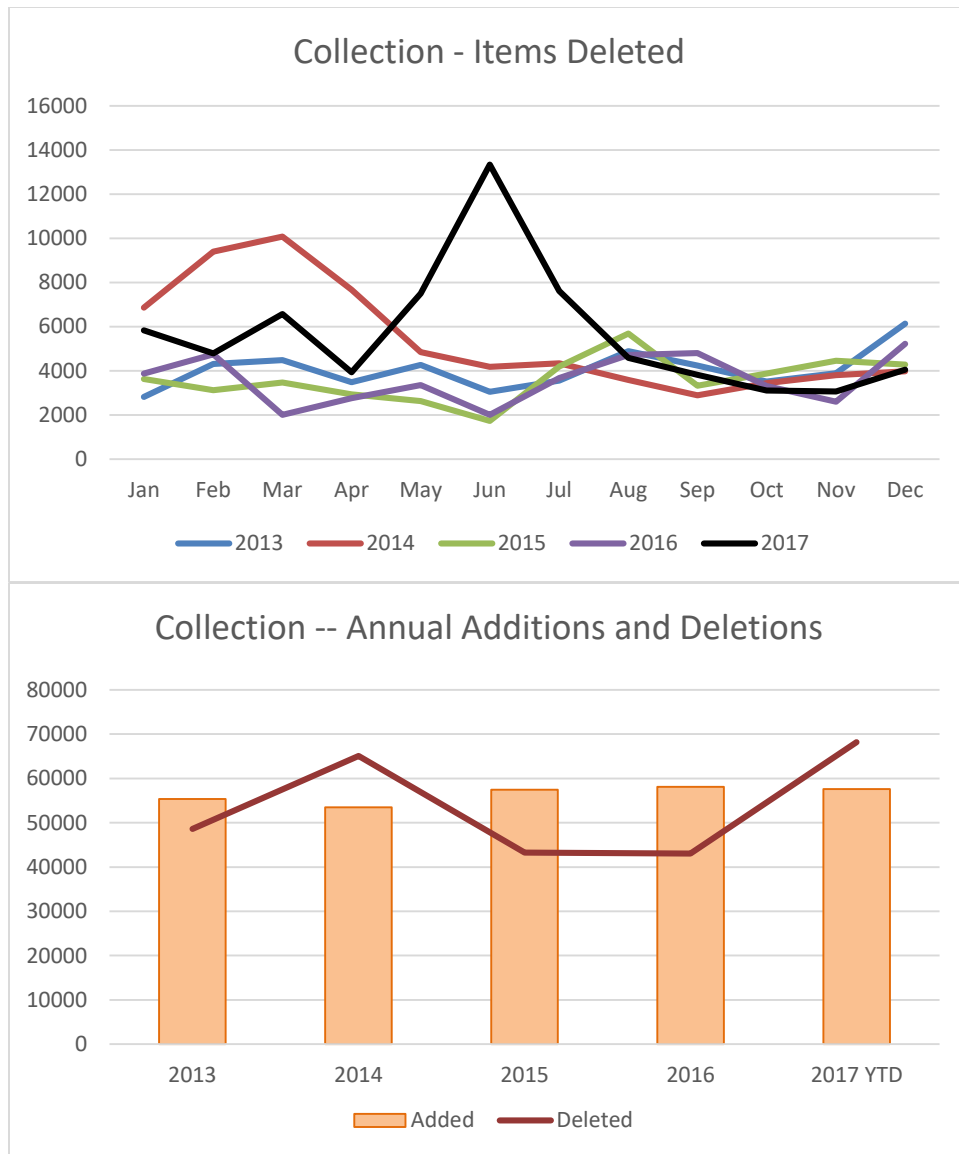


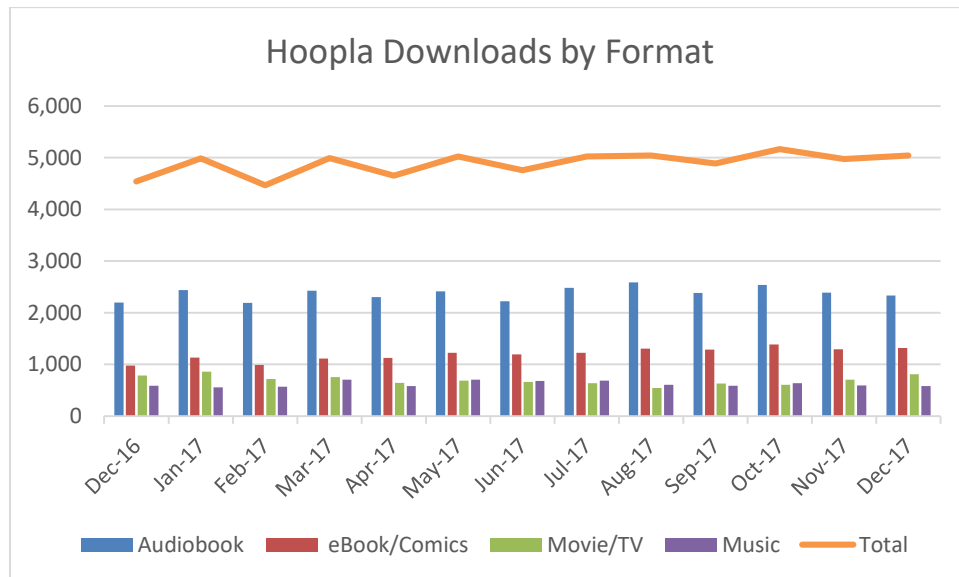
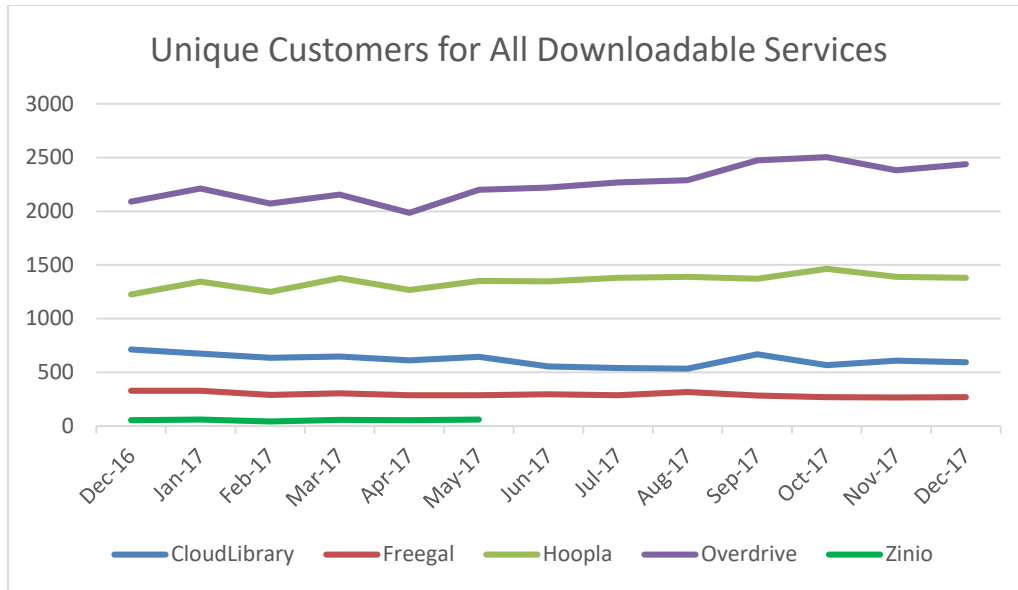
1D. Support digital creativity

- In the "Art Play with Dash and Dot" program, Librarian Alex Galarza first explains how the robots move and how by controlling the robots, we can draw with them. Many of the 28 children who participated got creative with their drawing and added more than one color. At the end of the program, one child told Alex: "This is so fun. Are you doing this again?" Parents asked questions about Dash and mentioned they came to the program specifically to learn about Dash because they were interested in getting one for their kids, but wanted to test them first.
- Alex arranged a special time for children participating in the Kid City winter break camp to create art with the Dash and Dot robots. After the art play portion of the program, the children created a story with their robots transforming some into evil robots attempting to knock over a city of red cups. As she left the program, one girl told Alex she thought she was the 'awesomest' and a lot of the kids yelled out 'goodbye' to the robots by name as they left the room.
- At the Bloxels Designs program, 13 children were really excited to create their own games. One child had been to the program before and was able to deepen his designing skills. During the program, Librarian Alex Galarza spoke with the kids about how people who create games as a job are always testing and changing their games and it takes them a long time to make a game. Many of the kids wanted to show their parents their final projects and Alex reminded the kids at the end of the program that the app was free and they could create on the app without the physical Bloxels.

1E. Maintain collections to meet current needs, adding new formats and removing obsolete formats



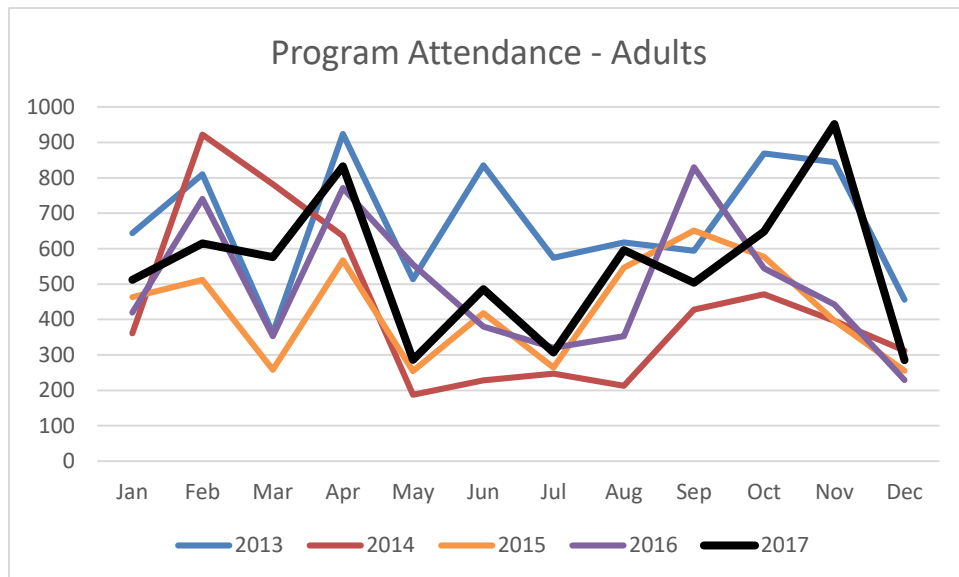
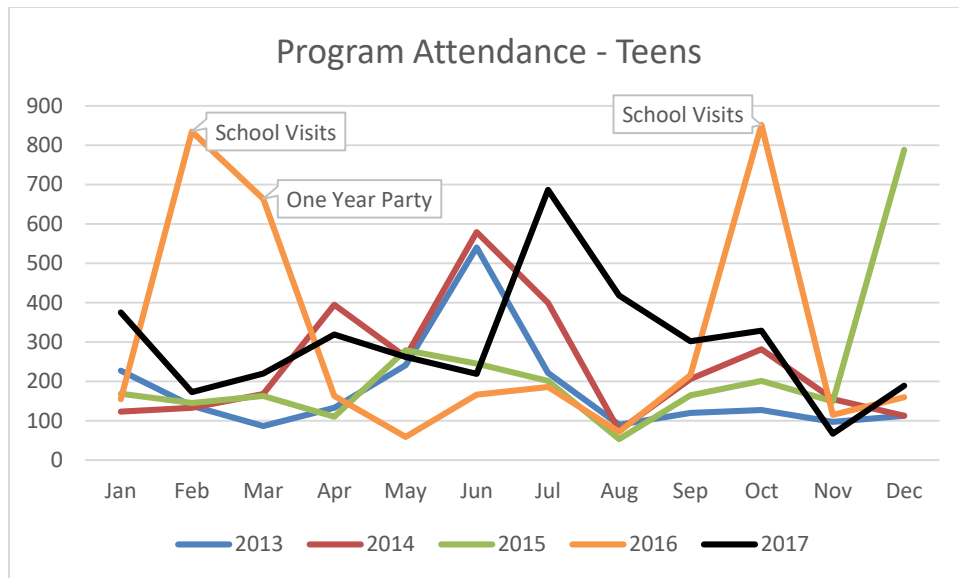




GOAL 2: Provide shared access to the world's information for free

2A. Provide programs for teens and adults

- Sixteen women attended Ellettsville's book discussion about *The Kitchen House* by Kathleen Grissom. Librarian Dory Lynch opened the discussion with facts about the history of indentured servitude in Virginia both before and after the Revolutionary War. Participants compared the title with similar books, and some felt the characters were somewhat stereotyped, but other readers disagreed. One thoughtful person felt the characterization was done on purpose to contrast with the slave characters. Wide ranging discussion ended with comparisons between 2017 and the 1970's and the abuse of women in the workplace.
- Addison Rogers, of the Bloomington Correspondence Club, inspired 24 people to write letters, create holiday cards, chat and enjoy snacks at "Write On!" Our new active space along the Kirkwood windows on the second floor, accommodated the group and allowed interested patrons in the area to join in the fun.
- Attendees shared a book that has particularly touched them this year at the "Books Plus" holiday tea. Seventeen people discussed the issues they discovered in classics, nonfiction and contemporary novels. One woman announced she is very grateful to "Books Plus" for widening her reading world, and introducing her to new authors she never would have chosen on her own. Several people kept a list of the selections for their own personal reading.
- The group Tarara performed holiday songs from South America and Spain for December's "Jacobs at the Library." Tarara is an ensemble made up of students and alumni of the Jacobs School of Music's Historical Performance Institute which focuses on performing Renaissance music on period instruments. Fifty people were entertained by the group, which was founded during the summer of 2017 by Adam Dillon and Jon Wasser.
- TacoBout It Tuesday was launched in December in partnership with Middle Way House and the national group Break the Cycle. Sam Harrell of Middle Way House facilitated the discussion, which focused on tough conversations teens have online and issues they may face in relationships. The 15 teenagers had a spirited discussion and demonstrated an impressive understanding of these issues.
- Teen Librarians visited Ellettsville throughout December to engage teens in meaningful activities and improve overall behaviors.
- A teen patron approached staff to share news about his recent awards from the Business Professionals of America BPA. He won several awards, most notably first place for graphic design. He said it was his use of Level Ups software and resources that helped him make his graphic designs and he couldn't have done it without access to Level Up.

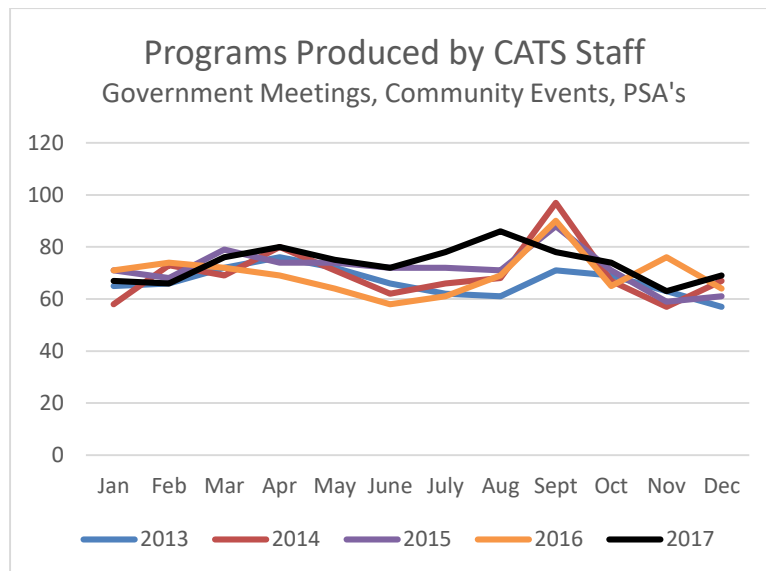


2B. Increase community awareness of and engagement with the library

- Strategists Lisa Champelli and Kevin MacDowell attended the Second annual MC3 (Monroe County Childhood Conditions) Summit, coordinated by the Youth Service Bureau and BTCC. Lisa gave a brief spotlight presentation on the Library's mission, noting the newly adopted Strategic Plan emphasizes promoting a climate of civility, inclusiveness and compassion. Kevin facilitated a round table discussion on the importance of out of school programming for youth in our community and the role of the Bloomington After School Network, which he chairs.
- Librarian Stephanie Holman collaborated with Ellettsville community volunteer group "Main Street, Inc." to present the popular "Santa on Sale Street" event. The group was thrilled to have Santa's visit

take place in the Ellettsville Library's program room where children could meet Santa and pick out a toy. The line was out the front door this year, so everyone is looking forward to repeating the event next year in newly renovated and expanded programming space.

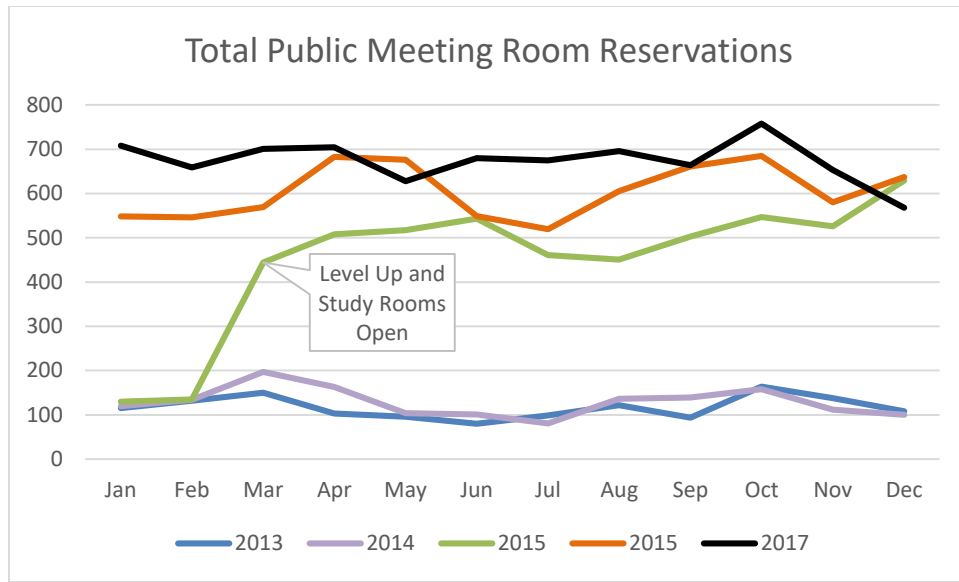
- Jane Cronkhite, Chris Jackson, Mickey Needham, Josh Wolf, and Marilyn Wood participated in a meet and greet session with Library and Information Science students from John Walsh's class interested in learning about potential Library internships or more about careers in public libraries.
- The Board approved the 2018-2020 Strategic Direction Plan in December and it was subsequently submitted and approved by the Indiana State Library. It is now posted on the Library's public web site and work plans are being created for 2018 incorporating our goals and actions.
- Marilyn Wood participated in an interview with Bloom magazine to discuss the Library's experience in being a host site for volunteers during Ivy Tech's Day of Service.
- Strategist Elizabeth Gray met with representatives from Cook to discuss partnerships to improve access to educational and training resources for Cook employees. The group learned about databases and resources available through the Library and invited the Library to attend their educational fair in 2018.
- Bethany Turrentine gave a presentation on VITAL and Adult Literacy to the local Argonaut Club, Bloomington's oldest woman's organization. Fourteen members attended, and several expressed interest in providing mentoring services in the areas of dyslexia and math.
- Librarians from the Johnson County Public Library visited the Ground Floor and Level Up seeking ideas and inspiration as they work toward a new master facilities plan.



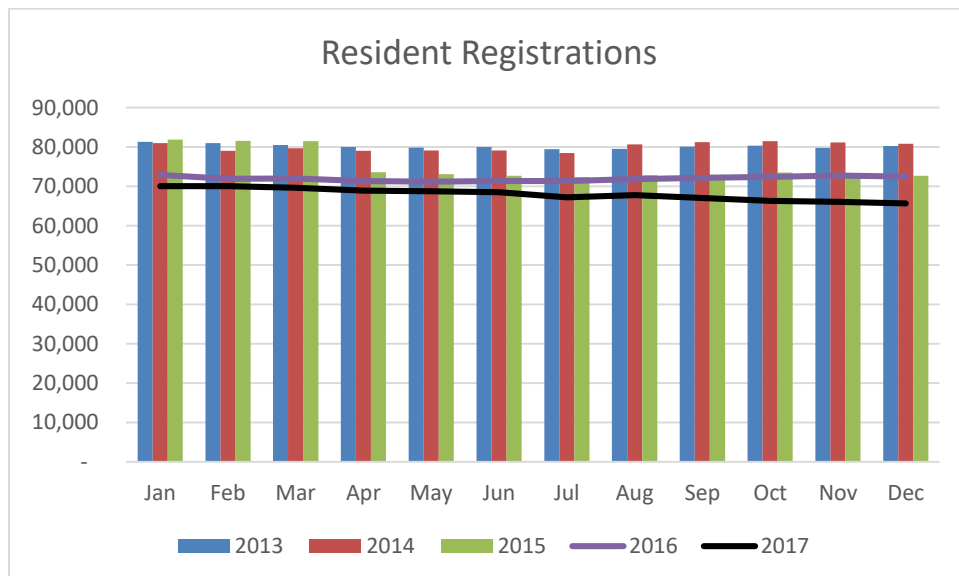
2C. Strengthen services for nonprofit organizations

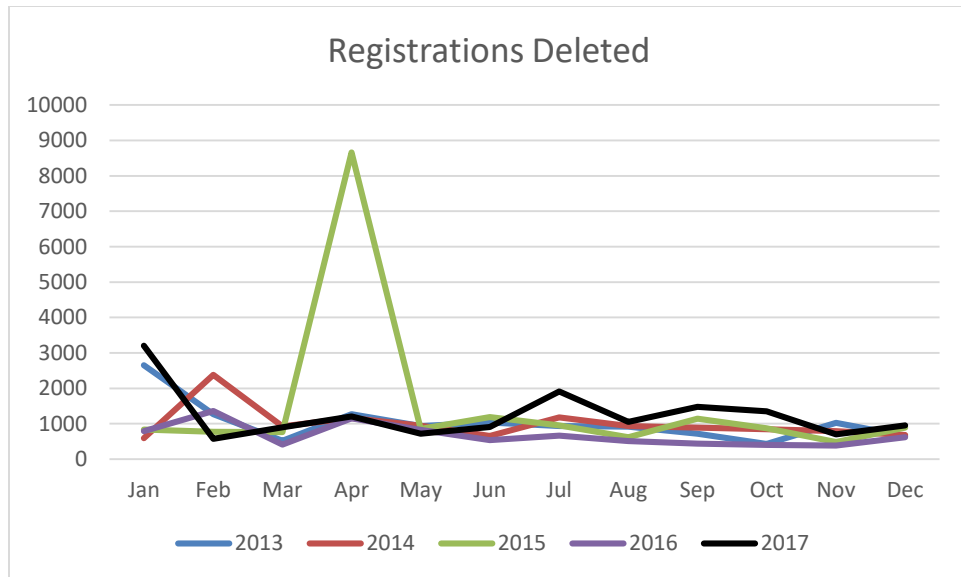
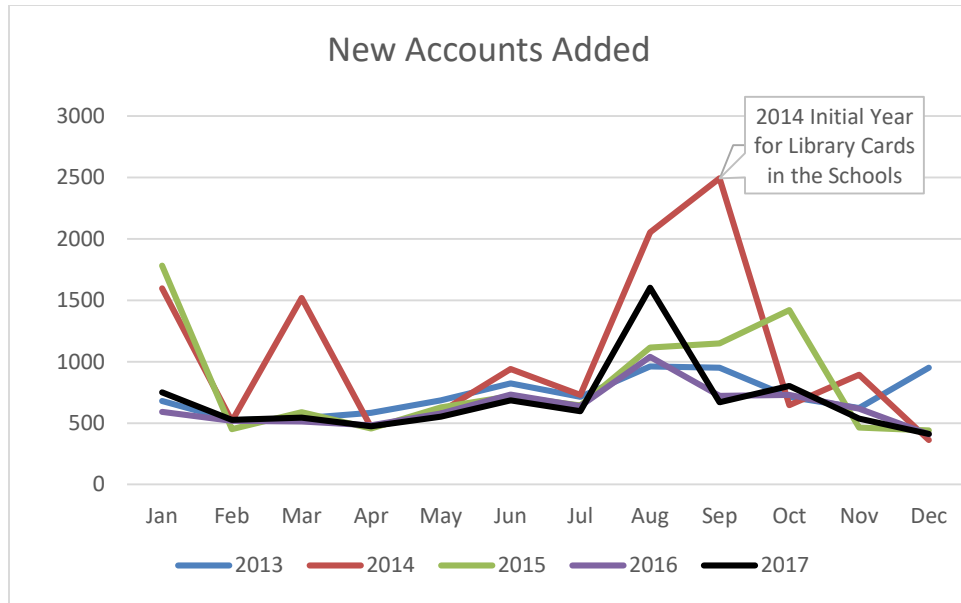
- The Library was the site of a roundtable for Librarians from across the state to discuss community engagement. The roundtable was sponsored by the Midwest Collaborative for Library Services.
- CATS ended the year by providing coverage for 491 government meetings. The addition of regular meetings for the Bloomington Historic Preservation Commission, Bloomington Redevelopment Commission, additional County Commissioners meetings, as well as occasional Mayoral Press Conferences contributed to the increase (430 were covered in 2016).

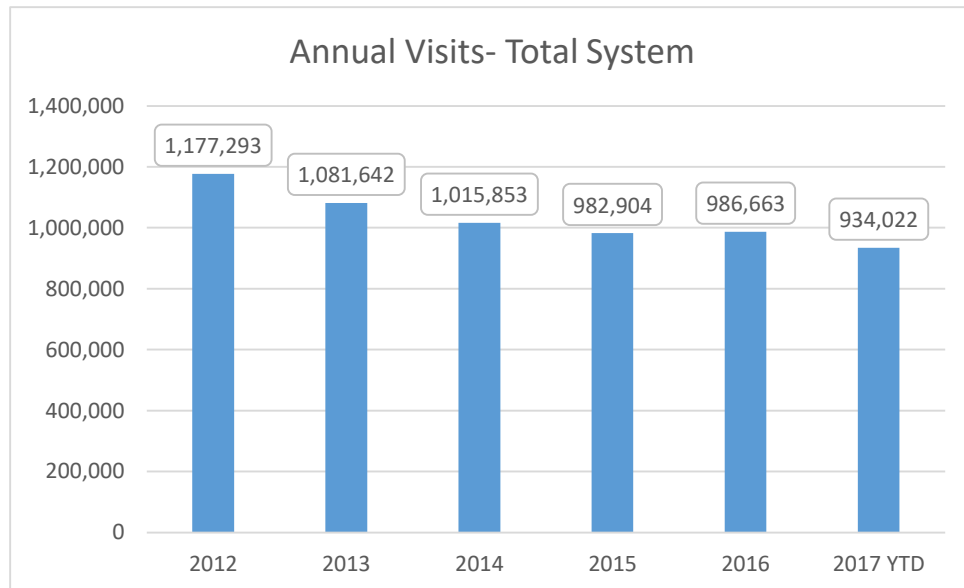
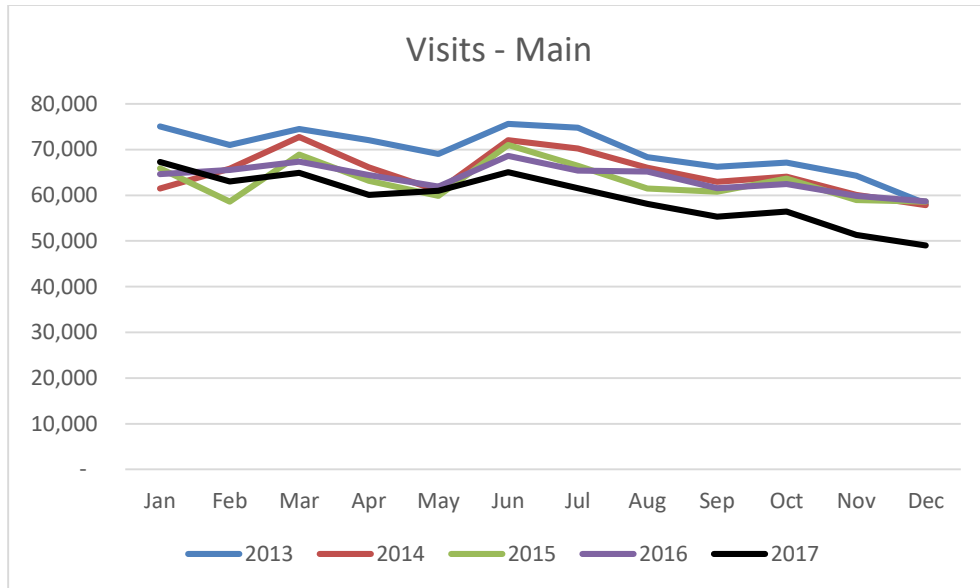
- CATS successfully renewed all contracts for 2018 with funding partners including the City of Bloomington, Monroe County and the Town of Ellettsville. At its December meeting of the Ellettsville Town Council, they reviewed a proposal from Smithville TV to assume telecast of Town Council, Plan Commission, and RBBCSC Board meetings. The long-standing relationship with the Town of Ellettsville was maintained as the Council voted to retain CATS and MCPL as its video service partner in 2018.



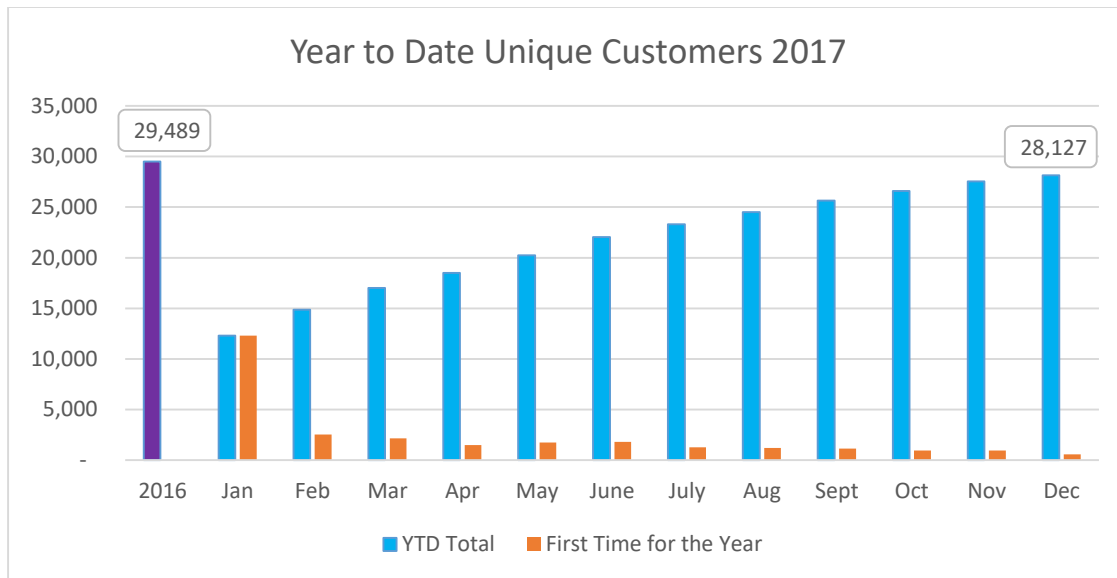
GOAL 3: Provide high quality, personalized customer service.







3A. Provide quality customer service to increasingly diverse audiences



- The Library is now certified as a Dementia Friendly Business by Dementia Friendly Indiana. The majority of staff has participated in training to raise their awareness of Alzheimer's and similar illnesses, and to learn best practices for meeting the needs of this growing segment of the population. The Library is also serving as a pilot project for tier 2 certification, which will involve walk through analysis of our buildings and services by individuals living with dementia and their caregivers.
- In a related program, the Library presented a Musical Memories program featuring Kevin MacDowell performing the songs of Hoagy Carmichael, interspersed with anecdotes about the jazz icon's formative years growing up in Bloomington and attending Indiana University. While open to everyone, the program was promoted through I.U. Health's Alzheimer's Resource Service as an event promoting socialization and positive experiences for individuals living with dementia.
- In partnership with the Bloomington Indiana Scholastic Chess Club, International Chess Grandmaster Fidel Corrales played 30 simultaneous chess games in the atrium on December 2nd. This all ages event drew more than 200 players or spectators.
- Guest Pets Test De-Stress Fest had its first session in December and partnered with the Monroe County Humane Association's VIPaws program to bring trained therapy dogs to the Ground Floor during finals week. Teens loved this event with over 40 participating.

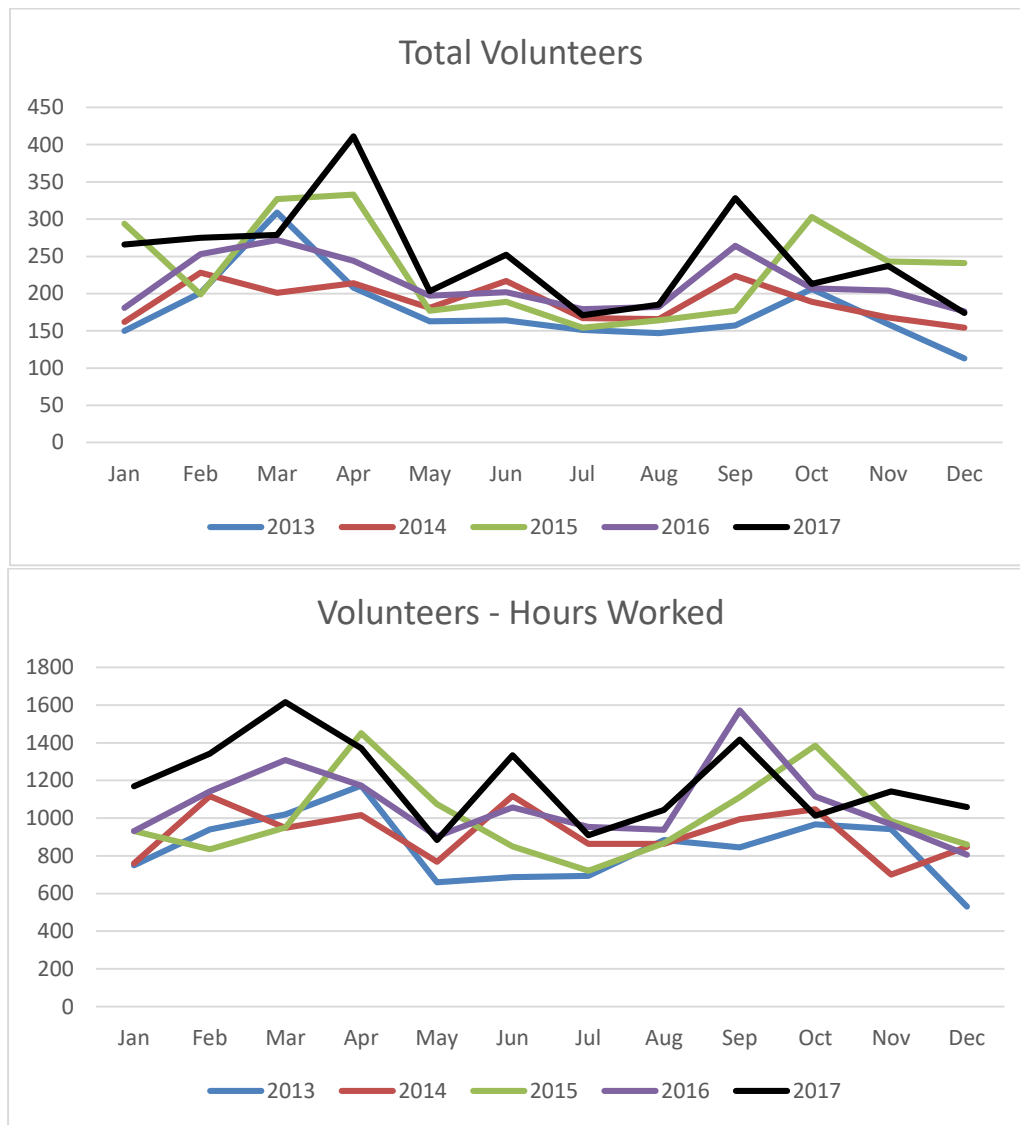
GOAL 4: Optimize stewardship of library resources

4A. Recruit and retain quality employees

- 23 milestone year employees and 14 new staff were recognized and celebrated at the new employee and staff recognition reception.

4B. Assure adequate, stable funding for library operations

- The Library received a Wahl Family Charitable Grant in the amount of \$5,500 to support the Library's Learn and Play program at the Ellettsville Branch.
- The State Board of Accounts began their audit of the Library's records for the years 2014-2016.



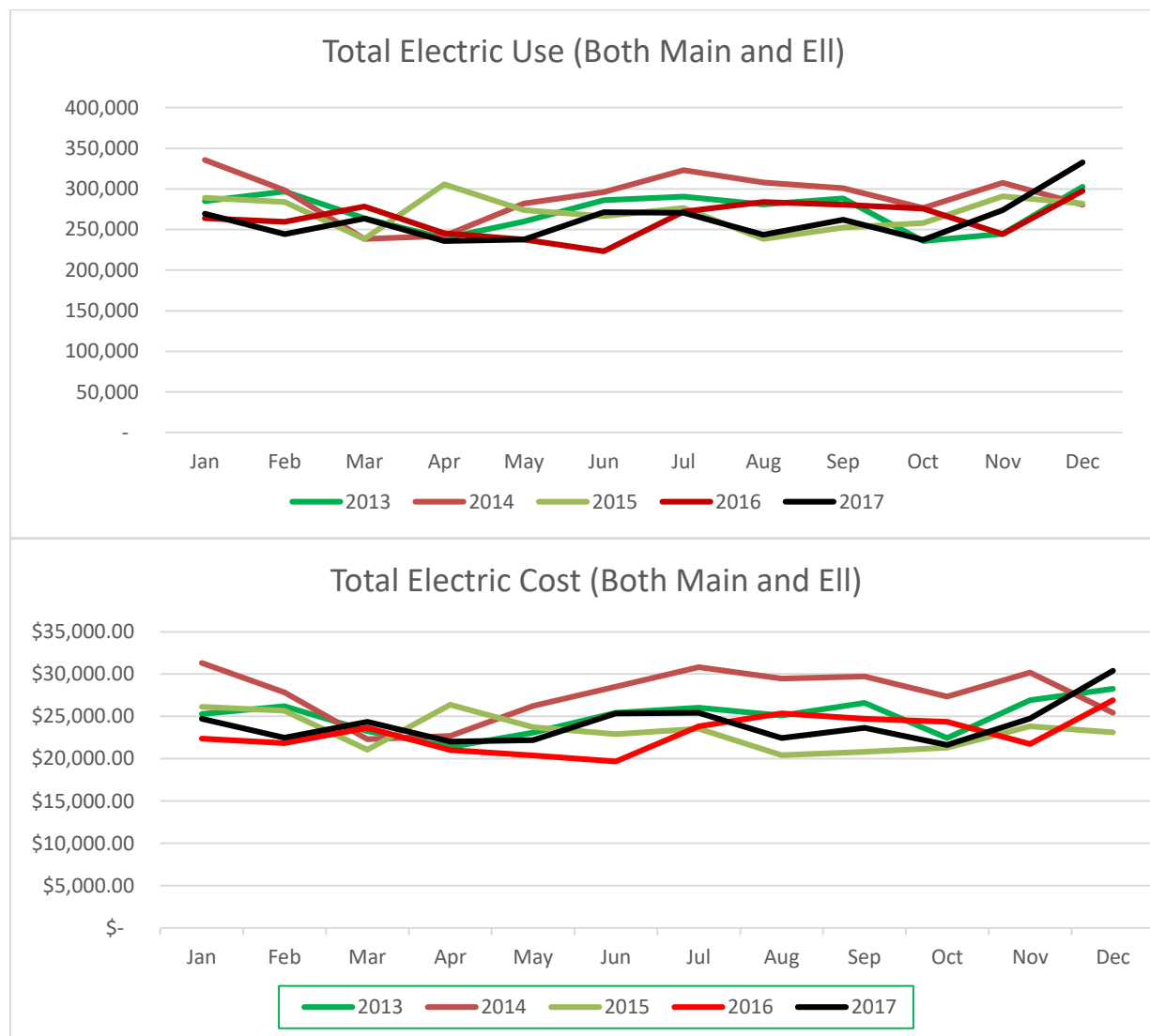
4C. Maintain library facilities

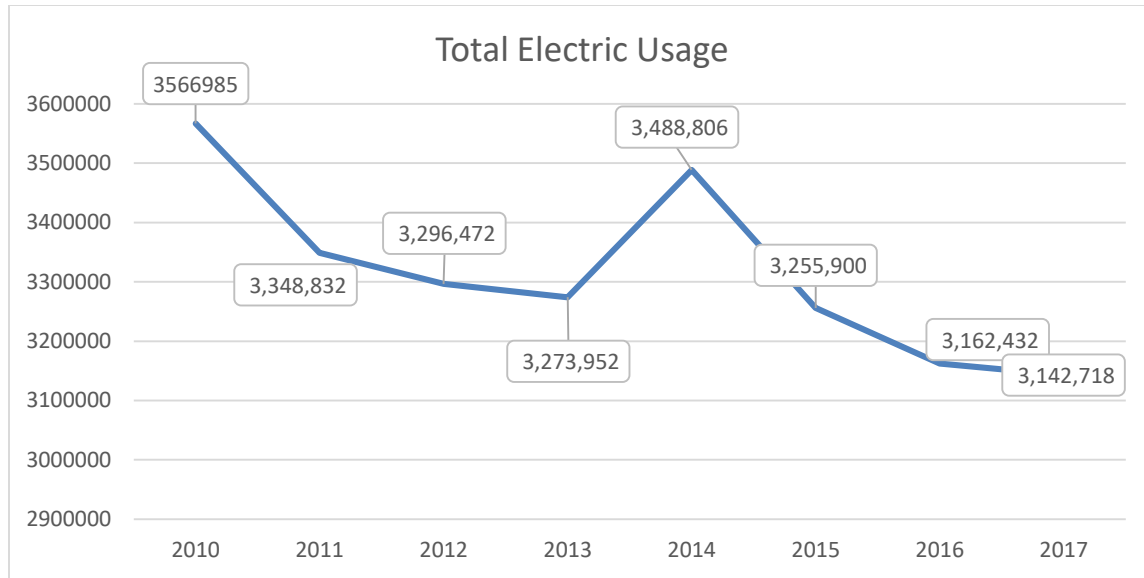
- Stonework surrounding the new Ellettsville exterior book return was completed.
- The move of collections on the second floor of the Main Library has been completed. Minor shifts continue to be completed.

- New computer tables, kiosks, and A-Frame displays arrived and are being installed on the second floor. Reconfiguration of the displays will continue when the new service desks arrive and the current information desk is removed, vacating a very large footprint of space which will be reused.

4D. Improve stewardship of library assets and records

- Brenda Seibel, the Library's representative for our Quill/GroPro service, worked closely with Quill again in 2017 to ensure the best prices for office supplies. Brenda works with Quill to submit monthly orders and checks for the greatest discounts possible. Overall, with our Savings Program, our discount totaled \$6,579 in 2017, a total discount of 34.6% on our sales. This discounted rate is up from a total of 31.1% in 2016 and 24.4% in 2015.





2017 MCPL Net Receipts From Operations

I am pleased to report that 2017 net operating receipts are \$773,119.

2017 MCPL Operating Receipts		8,661,483
Operating spending plus transfers	9,245,342	
less 2017 LIRF transfer	(1,356,978)	
	7,888,364	7,888,364
2017 Net Operating Receipts		773,119

Here is a look at cash transfers and project balances:

	LIRF	Rainy Day	Operating	
Balance 12-31-16	2,092,008	1,636,653	2,148,150	
less reserve	(1,000,000)	(1,000,000)	(1,000,000)	
Balance for Projects	1,092,008	636,653	1,148,150	
2017 tranfers				
LIRF	1,356,978		(1,356,978)	
2017 net oper receipts			773,119	
2018 transfers				
Rainy Day		346,141	(346,141)	
Balance for Projects 2018	2,448,986	982,794	218,150	3,649,930

Here is a look at future revenue and expense:

operating fund	revenue		expend		projected net operating receipts
2017	8,558,936	umbaugh	7,107,200	umbaugh	1,451,736
2017	8,661,483	actual	7,888,364	actual	773,119
2018	8,891,613	umbaugh	8,125,015	2017 actual + 3%	766,598
2019	9,127,810	umbaugh	8,368,765	2017 actual + 3%	759,045
2020	9,359,504	umbaugh	8,619,828	2017 actual + 3%	739,676
2021	9,640,497	umbaugh	8,878,423	2017 actual + 3%	762,074

I will provide more detail later.

Resolution to Transfer Funds to the Rainy Day Fund

WHEREAS, the Board of Trustees of the Monroe County Public Library finds that the purposes of the Operating Fund have been fulfilled; and,

WHEREAS, there is remaining in the Operating Fund an unused and unencumbered balance;

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Monroe County Public Library do hereby transfer **\$346,141** from the Operating Fund to the Rainy Day Fund for the purpose(s) of an allocation for a future project. This fund shall be subject to the same appropriation process as other funds that receive tax money.

DULY ADOPTED by the Board of Trustees of the Monroe County Public Library at its regular meeting held on the ___17th___ day of January, 2018, at which meeting a quorum was present.

AYE

NAY

ATTEST:

Secretary

Resolution to Transfer Funds to the Library Improvement Reserve Fund

WHEREAS, the Board of Trustees of the Monroe County Public Library finds that the purposes of the Operating Fund have been fulfilled; and,

WHEREAS, there is remaining in the Operating Fund an unused and unencumbered balance;

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Monroe County Public Library do hereby transfer **\$1,356,978** from the Operating Fund to the Library Improvement Fund in 2017.

DULY ADOPTED by the Board of Trustees of the Monroe County Public Library at its regular meeting held on the __17th__ day of January, 2018, at which meeting a quorum was present.

AYE

NAY

ATTEST:

Secretary

MONROE COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS

WHEREAS, the equipment listed below is no longer needed by the library, and

WHEREAS, the estimated value of the item(s) listed below is less than \$1,000 and the library has the authority to sell, transfer, demolish, or junk the items under IC 5-22-22-6 Public or private sale or transfer without advertising or IC 5-22-22-8 Worthless property,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Monroe County Public Library declares the following item(s) surplus and authorizes disposition of the items.

1 Norfolk Pine - approx. 7 1/2 feet tall: pot & soil included
8 padded sitting stools, approx. 2 feet tall
2 padded sitting stools, approx. 4 feet tall
3 sections of tan metal shelving and corresponding parts (scrap for resale)
2 sections of blue metal shelving and corresponding parts (scrap for resale)
4 metal cubicle desks and partitions (scrap for resale)
1 wooden chair with red padding
1 blue sofa chair
5 yellow and red vinyl coated children's furniture
Non-rolling Magazine rack
Rolling Magazine rack
2 newspaper shelving units
2 wooden tables Dimensions: 48" W x 73" L X 29" H
2nd floor reference desk
1 carpeted kiosk
2 office chairs

ADOPTED THIS 17th DAY OF JANUARY, 2018

AYE

NAY

AGREEMENT BETWEEN MONROE COUNTY PUBLIC LIBRARY AND EL CENTRO COMUNAL LATINO, INC.

This Agreement is made and entered into this ____ day of _____, 2018, by and between the El Centro Comunal Latino, Inc. (the Latino Community Center), and the Monroe County Public Library (the Library).

WHEREAS, the Library is dedicated to reaching out into the community through on-going outreach activities in an effort to serve Latino community residents; and

WHEREAS, the Library's purpose and goals coincide with El Centro Comunal Latino, Inc. goals for offering services and information to the Latino community, and

WHEREAS, the El Centro Comunal Latino, Inc. and the Library desire to cooperate in the continuation of an El Centro Comunal Latino, Inc. office at the Monroe County Public Library; and

WHEREAS, the Library has the ability to provide office space at the Main Library; and

WHEREAS the El Centro Comunal Latino, Inc. is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services.

NOW THEREFORE, the parties do mutually agree to continue a mutually beneficial partnership, as follows:

1. Purpose of Agreement:

The purpose of this agreement is to outline a program partnership which will provide office space for El Centro Comunal Latino, Inc. within the Monroe County Public Library.

2. Duration of Agreement:

The term of this Agreement shall begin January 1, 2018 and run through December 31, 2018. The parties may agree in writing to renew or extend the term of the Agreement.

3. El Centro Comunal Latino, Inc. agrees to:

- A. Display the hours that the office is available to the public.
- B. Notify the Library of any office closings within 2 weeks of closing.
- C. Keep and report basic service statistics on an annual basis, by January 31, to the Library Administration.
- D. Agrees to meet with the Library Administration on an annual basis to discuss the value of the partnership.
- E. Encourage future programming and outreach options that further the goals of each partner.

- F. Include information about the Library in El Centro Comunal Latino, Inc. brochures and publications.
- G. Provide its own supplies for its designated operations on an ongoing basis.
- H. Pay the sum of \$3,600 in biannual installments of \$1,800, which shall be due and payable on the first of January and the first of July for the succeeding six months.
- I. Represent El Centro Comunal Latino, Inc., in a professional manner and reflect its commitment to quality services and customer satisfaction.

4. The Monroe County Public Library agrees to:

- A. Agrees to meet with El Centro Comunal Latino, Inc. staff on an annual basis to discuss operations.
- B. Provide an adequate office space, internet and telephone access, and furnishings as needed.
- C. Work with El Centro Comunal Latino, Inc. to provide information on their services via the Library website and provide El Centro Comunal Latino, Inc. staff with access to the Library's website.
- D. Develop programming as needs are identified and staffing allows.
- E. Include information about El Centro Comunal Latino, Inc. in its promotional materials. Provide an information kiosk, outside the El Centro Comunal Latino office space, which will include information of value to the Latino community and be kept up to date by El Centro Comunal Latino staff.
- F. Represent the Library in a professional manner and reflect its commitment to quality services and customer satisfaction.

5. Release of Liability

El Centro Comunal Latino, Inc. shall release, hold harmless, and forever indemnify the Monroe County Public Library and its officers, employees, agents and assigns from any and all claims which may arise as a result of El Centro Comunal Latino, Inc. activities at, or use of, the Monroe County Public Library. This includes claims for personal injury, property damage, or any other type of claim which might be brought by THE LIBRARY, its employees, agents, or patrons, or any third party.

6. Insurance

El Centro Comunal Latino, Inc. shall maintain comprehensive general Liability insurance with coverage for bodily injury per person in any one occurrence and for any one occurrence for all persons in that occurrence, and property damage. El Centro Comunal Latino, Inc. shall notify THE LIBRARY within ten (10) days of any insurance cancellation, and will provide a certificate of insurance to the Library on an annual basis.

7. Termination

Termination by mutual agreement: The parties may terminate this Agreement prior to December 31, 2017 by mutual written agreement. Unilateral termination: In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have ten (10) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

8. Notice

Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

El Centro Comunal Latino, Inc.

Jane Walter

waltjm@gmail.com

Monroe County Public Library

Marilyn Wood, Director

303 E. Kirkwood Ave.

Bloomington, IN 47408

812-349-3050

Representatives for the day to day operational implementation of this agreement are:

El Centro Comunal Latino, Inc.

Jane Walter

waltjm@gmail.com

The Monroe County Public Library

Sue Sater, 349-3050

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

EL CENTRO COMUNAL LATINO, INC.

MONROE COUNTY PUBLIC LIBRARY

President, Board of Trustees
El Centro Comunal Latino, Inc.

President, Board of Trustees
Monroe County Public Library

**CITY OF BLOOMINGTON and
MONROE COUNTY PUBLIC LIBRARY
CATS FUNDING AGREEMENT for 2018**

This Agreement is entered into on the 12th day of DECEMBER, 2017 at Bloomington, Indiana, by and between the Board of Public Works of the City of Bloomington, hereinafter referred to as the "City", the Monroe County Public Library, hereinafter referred to as "Library", and Community Access Television Services, hereinafter referred to as "CATS." CATS and the Library agree to provide services as set forth below and comply with all provisions of this Agreement, and the City agrees to provide funding as set forth below.

Article I. Services to be provided by Library.

CATS and the Library agree as follows:

- (a) To cablecast live coverage of City of Bloomington Common Council, Plan Commission, Board of Public Works, Board of Zoning Appeals, Board of Parks Commissioners, Bloomington Redevelopment Commission and Utilities Service Board meetings, if given at least one week's notice by the City of the meeting times. These meetings will also be replayed at least twice during the week they occur, and will be webcast as feasible by CATS. Upon request by the Office of the Mayor or City ITS Department, the Library will provide the City with free copies in the specified format of any of the above cablecast meetings or other meetings and events described elsewhere in this agreement.
- (b) To provide permanent archival digital storage of meetings which CATS cablecasts.
- (c) To provide off-premise secure backup (cloud backup is acceptable).
- (d) To provide live internet streaming of meetings.
- (e) To provide access to meetings through a browseable and searchable website.
- (f) To explore the following goals with the City in 2018 with the intent of deployment in 2019 or before:
 - i) To provide access to meetings through social media.
 - ii) To provide access to meetings through over-the-top video devices (via YouTube for instance.)
 - iii) To provide automated transcription of meeting content.
- (g) To produce weekly editions of "Pets without Partners" and provide cablecasts of other meetings and events, and to produce programs on community services and issues as

requested by the City. The content of all City public meetings broadcast by CATS shall be placed in the public domain, meaning that the work may be freely reproduced, distributed, transmitted, used, modified, built upon, or otherwise exploited by anyone for any purpose, commercial or non-commercial, and in any way, including by methods that have not yet been invented or conceived. CATS may not assert any copyright claim and no right shall attach to City public meeting broadcasts.

- (h) To provide quarterly financial reports to the City delineating the utilization of funds which Library has received for the support of CATS from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source as well as funding received directly from Library.

The financial reports may be submitted in the format compatible with Library's normal budgeting information as is readily available through its existing accounting software. Budget lines shall include comparison of actual expenditures with budgeted amounts. Reports shall include a listing of all revenues designated for CATS by all entities contributing, including in-kind contributions from Library and other gifts, grants, etc., CATS receives.

Reports shall be submitted to the Information & Technology Services Department, the Office of the City Controller and the Office of the Mayor no later than 30 days after the following dates: March 31; June 30; September 30 and December 31. In addition, the Library shall provide on a timely basis such financial reports as requested by the City in addition to quarterly reports in the format as referenced above.

- (i) To oversee its allocation of the cable channels available to the City through the City's franchise, for the purposes of public access, educational and governmental cablecasting.
- (j) To use all grants and monies received by the Library from the City of Bloomington for the support of and usage by CATS only on costs directly related to the operations of CATS.

Article II. Designated use of Agreement Funds and Equipment.

The Library agrees to use Agreement funds and equipment as follows:

- (a) To pay for services rendered in accordance with this Agreement.
- (b) To utilize to the maximum extent feasible funds received from all sources of revenue.
- (c) To refund to the City of Bloomington funds received under this Agreement which may later be determined to have been received or expended in noncompliance with the Agreement as a result of audit by the State Board of Accounts or Library, pursuant to the terms of this Agreement.

- (d) To return all equipment made available through this Agreement within one week if requested by the City or upon termination of this Agreement.
- (e) To utilize equipment made available through this Agreement solely in the provision of services as outlined herein.

Article III. Data on Affirmative Action.

The Library agrees to implement an affirmative action plan which complies with the City's regulations for contractors. The Library will submit its affirmative action plan to the City's Contract Compliance Officer for review within ten days of signing this Funding Agreement, and shall make all necessary and reasonable changes to its plan to bring it into compliance within twenty days of notice from the Officer of any deficiencies.

Article IV. Funding Procedure.

To outline the system by which funds are to be transferred by the City to the Library, and to assure adequate documentation of disbursements by the City:

- (a) The Library will submit a signed claim voucher or invoice to the Information and Technology Services Department of the City of Bloomington, ITS, which will be processed in accordance with the City's normal practice for payments and reimbursements. Invoices may be submitted at the beginning of each quarter – January, April, July, and October.
- (b) The City will provide funding at the rate of **\$109,505.50** quarterly for the calendar year beginning January 1, 2018, with the total not to exceed **\$438,022.00**.

Article V. Accounting Procedures.

The Library agrees to maintain accounting procedures that shall provide for:

- (a) All grants and monies received by the Library from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source are solely intended for the support of and usage by CATS and shall not on any account be made available for use as Library general operating funds. If at the end of any fiscal year such grants or monies have not been expended on costs directly related to the operations of CATS, said grants or monies shall remain for future usage for support of the operations of CATS and shall not revert or be otherwise transferred to any fund for general usage by, or support of, Library.
- (b) Accurate, current, and complete disclosure of the financial results of its service program.
- (c) Records which identify adequately the source and application of funds for program supported activities.

- (d) Effective control over and accountability for all funds, property and other assets. The Library will adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Article VI. Program Monitoring and Library Reporting Requirements.

In addition to the financial reports described in Article I (h), the Library agrees to submit to the Information & Technology Services Department and the Board of Public Works at least quarterly a report which shall cover each month of the previous quarter's programming and usage of the cable channels, proposed or planned special programming for the future and an analysis of services provided to City residents.

Article VII. Access to Records.

The Library agrees that it will give the City of Bloomington, through an authorized representative, access to, and the right to examine all records, books, papers or documents related to the funding provided by this Agreement, for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

Article VIII. Retention of Records.

The Library agrees that it will retain for a period of three years financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement, with the following exceptions:

- (a) These records shall be retained beyond the three-year period if audit findings have not been resolved, in which case such records shall be retained until any audit findings are resolved.
- (b) At the request of the City any records pertinent to the program funded by this Agreement are to be transferred to the City if the City determines that the records possess long-term retention value, in which case the Library shall be exempt from the three-year retention period above.

The three-year period mentioned herein is to be determined from the date of the Library's biennial audit.

Article IX. Termination of Agreement.

The Library agrees that this Agreement is subject to the availability of funds and that if funds become unavailable for the performance of this Agreement, the City may terminate the Agreement. If funds become unavailable, the City shall promptly notify the Library in writing of the termination and the effective date which must be at least 30 days from notification.

It is further agreed that the City or the Library may terminate funding in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate

with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial terminations, the portion to be terminated. The Library shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the Library for the allocable portion of noncancellable obligations, properly incurred by the Library prior to termination.

Article X. Forfeiture of Funds for Noncompliance.

It is agreed that the City may terminate any funding, in whole or in part, at any time before the date of completion of the program, whenever it is determined that the Library has failed to comply with the conditions of this Agreement, or with other conditions imposed by the laws, rules and regulations to which this Agreement refers. The City shall promptly notify the Library in writing of the determination and the reasons for the determination, together with the effective date. Payments made to the Library or recoveries by the City under funding terminated for cause shall be in accord with the legal rights and liabilities of the parties.

Article XI. Verification of Work Status.

The Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

Article XII. Investment Activities in Iran

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

By:


Kyla Cox Deckard, Board of Public Works

Date:

DECEMBER 12TH, 2017

By:


John Hamilton, Mayor

Date:

12-13-17

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Marilyn Wood, Director

Date: _____

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, General Manager

Date: _____

CITY OF BLOOMINGTON
Controller
Reviewed By: *[Signature]*
DATE: 12/6/17
FUND/ACCT: 401-25-318

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *[Signature]*
DATE: 12/5/17

CITY OF BLOOMINGTON
and
MONROE COUNTY PUBLIC LIBRARY
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL
PROGRAMMING AGREEMENT for 2018

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-16, the Indiana Utility Regulatory Commission has the sole authority to grant a certificate of franchise authority to a video service provider ("VSP"); and,

WHEREAS, pursuant to the provisions of Indiana Code §§ 8-1-34 et seq., a VSP is required to make available on its video service system channels which contain public, educational, and governmental programming ("PEG channels"); and,

WHEREAS, pursuant to Sections 531 and 541 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental ("PEG") use; and,

WHEREAS, PEG Channels are broadly defined as follows:

Public access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority; *Educational* access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities; *Governmental* access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels; and,

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-27, the operation of a PEG channel is the responsibility of the unit that receives the benefit of the channel, that being the City of Bloomington ("City"), and the VSP is responsible for the transmission of the channel; and,

WHEREAS, the City of Bloomington ("City") controls six PEG Channels; and,

WHEREAS, the City, through its Information and Technology Services Department ("ITS"), provides PEG channel program content from its PEGCPs ("Public Education & Government Content Providers) - currently CATS and WTIU - at a common distribution point ("PEGHub") at the Bloomington Telecom Hotel facility in downtown Bloomington; and,

WHEREAS, the Monroe County Public Library through CATS wishes to provide five (5) channels of PEG programming to the City for the purpose of broadcast by Bloomington VSPs; and

WHEREAS, The PEGHub serves as a common distribution point for PEG content to multiple VSPs and provision of content from multiple PEGCPs at a single accessible location; and,

WHEREAS, the PEGCP wishes to reach an understanding with the City as to the terms and conditions of providing PEG channel programming from the common distribution point at the Telecom Hotel;

NOW, THEREFORE, the City and the PEGCP agree as follows:

Section 1. Location. The PEGCP shall provide PEG channel programming to the City's PEGHub, located in the City Cage at the Telecom Hotel. The Bloomington Telecom Hotel facility is located in downtown Bloomington at 7th and Walnut Streets (302 N. Walnut Street). The PEGCP shall be responsible for connecting at this location, securing space in the facility as needed, and cross connecting to the City's PEG Hub equipment in the City Rack. The City reserves the right to change the location of the PEG Hub if the Telecom Hotel closes or for any other reason. City will provide advance notice of relocation. In the event relocation occurs, The City and the PEGCP will negotiate mutually agreeable terms for covering the costs of connecting at the new PEG Hub location.

Section 2. Technical Specifications. The City shall permit PEGCP to patch into the City Cage to provide PEG programming under the terms of this agreement. The PEGCP shall provide video signal for PEG channels in SDI format, specifically Serial Digital Interface (SDI) video signal with embedded AES (digital audio). The connection type the PEGCP will be connecting to will be a Bayonet Neill Concelman (BNC) connector.

Section 3. Conditions. Consistent with the requirements of State and Federal law, the PEGCP shall:

- a) Program five City of Bloomington PEG channels.
 - i) One channel must be dedicated solely to City of Bloomington meetings, events and business.
 - ii) One channel must be dedicated solely to Monroe County and other local governmental and taxing unit meetings, events and business.
 - iii) One channel must be dedicated to public access programming emphasizing local and community-generated content.
- b) Provide the City of Bloomington PEG content at no less than full-screen broadcast resolution.
- c) Provide PEG suitable programming in keeping with the definition of PEG.
- d) Provide programming that is not otherwise available on other VSP channels.

Section 4. Connecting. The PEGCP shall be responsible for connecting at the PEG Hub location, securing space in the facility as needed and cross connecting to the City's PEG Hub equipment in the City Rack.

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2018. This agreement may be rescinded at the City's discretion with a 30-day written notice.

Section 6. Waiver of Warranties. The City and the PEGCP each expressly disclaim all express and implied warranties, including but not limited to the implied warranties or merchantability and fitness for a particular purpose. Except as otherwise provided in this agreement, no information, oral or written, provided or disseminated by the City or the PEGCP shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 7. Assignment of Rights. The rights granted to the PEGCP shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 8. Indemnification. The VSP and the City (the "Indemnifying Party") shall each defend, indemnify, and hold harmless the other (the "Indemnified Party") from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' costs and litigation expenses, arising out of or relating to the Indemnified Party's execution and undertaking of this Agreement, insofar as such liabilities, judgments, claims, damages, settlements, expenses and costs arise out of or are based upon the breach of this Agreement by the Indemnifying Party or the programming provided pursuant to the terms hereof. The VSP and the City shall each promptly notify the other of any third party claim or legal action arising out of or related to this Agreement. The PEGCP is responsible for securing any necessary copyrights for its content.

Section 9. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the PEGCP.

Section 10. 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 Monroe County, Indiana.

Section 11. Costs and Expense of Enforcement. If either the PEGCP or the City shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' costs and expenses which the other may incur in enforcing any obligations herein.

Section 12. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 13. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY

Information and Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

The PEGCP

MCPL and CATS
303 E. Kirkwood Avenue
Bloomington, IN 47408
Attn: Director

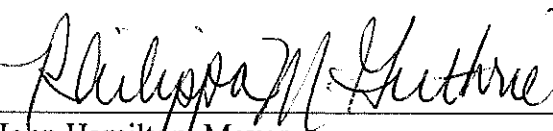
Section 14. Severability and Future Legal Developments. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action is taken by the Federal Communications Commission, Congress or the State of Indiana which addresses and impacts the responsibilities of the parties hereto regarding the provision of PEG channel programming, this agreement shall terminate, and the parties shall negotiate a new agreement consistent with that mandate.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

By: 
Kyla Cox Deckard, Board of Public Works

December 12th, 2017
Date

By: 
for John Hamilton, Mayor
12-13-17

Date

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Marilyn Wood, Director

Date

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, Station Manager

Date

CITY OF BLOOMINGTON
Controller

Reviewed by:

[Signature]
DATE: 12/6/17
FUND/ACCT: N/A

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>[Signature]</u> DATE: <u>12/5/17</u>

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND THE MONROE COUNTY PUBLIC LIBRARY
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington ("City"), through its Information and Technology Services Department ("ITS"), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground ("BDU"); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, the Monroe County Public Library ("MCPL") is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to MCPL upon certain terms and conditions;

NOW, THEREFORE, the City and MCPL agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2019.

Section 2: Permission. This Agreement grants MCPL permission to use four (4) strands of dark fiber optic cable located in the City's BDU network.

Section 3: Payment. MCPL shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, MCPL shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

Section 4: Use. MCPL shall be responsible for lighting the fibers. The City shall be responsible for patching over to MCPL's ISP(s) within the Telecom Hotel.

Section 5. Connection: MCPL shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by MCPL. Upon completion of its connection to the BDU, MCPL shall provide the City with "as built" drawings in both print and digital form of MCPL's connections and laterals. MCPL shall be responsible

for any repairs to the connections and laterals which must be performed during the term of this Agreement. MCPL shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. MCPL shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. MCPL shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement ("ERA") on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. MCPL shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. MCPL will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. MCPL agrees to permit the City to install BDU conduit within any new MCPL lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future MCPL obtains the City's permission to use fiber in a different conduit or a conduit as a whole, the City may request that MCPL discontinue use of the fibers referenced herein and those fibers shall be returned to the City's management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City reserves the right to terminate its obligations under this Agreement without notice or liability to MCPL in the event that the Telecom Hotel shall cease service or change owners, or in the event of any damage, destruction or condemnation of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon thirty (30) days written notice to MCPL.

Section 12. Waiver of Claims. The City and its agents shall have no liability to MCPL for any damage to the property of MCPL located in or about the BDU core network. MCPL hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or

written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to MCPL shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. MCPL shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to MCPL's execution and undertaking of this Agreement. MCPL shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MCPL.

Section 17. 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 Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If MCPL shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 20. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

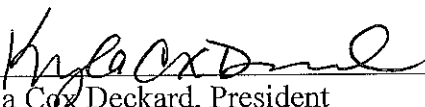
CITY
Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

MCPL
Monroe County Public Library
303 E. Kirkwood Ave.
Bloomington, IN 47408
Attn: Director

Section 20. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

City of Bloomington
Board of Public Works
By:

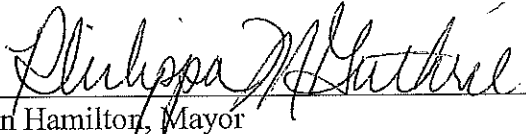

Kyla Cox Deckard, President

DECEMBER 12TH, 2017
Date

Monroe County Public Library
Board of Trustees
By:

President, MCPL Board of Trustees

Date

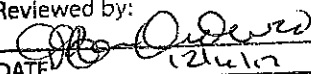

for John Hamilton, Mayor

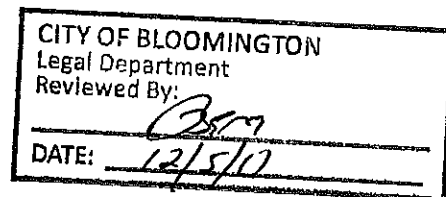
Date

Marilyn Wood, MCPL Director

Date

CITY OF BLOOMINGTON
Controller

Reviewed by: 
DATE: 12/11/17
FUND/ACCT: N/A



2018 AGREEMENT TO PROVIDE COMMUNITY ACCESS TELEVISION SERVICE: TOWN OF ELLETTSVILLE

This Agreement is made by and between the Town of Ellettsville, hereinafter referred to as "Town", and the Monroe County Public Library, hereinafter referred to as "Library".

WHEREAS, it is the desire of the Town to aid the library in providing services and facilities to the public for local access television programming.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. To partially fund the operational expenses of the Community Access Center for the year 2018, the Town shall pay \$16,056.00. Such payment shall be in equal installments of \$4,014.00, payable at the beginning of each quarter of the calendar year 2018 (March 31, June 30, September 30, December 31).
2. The Library shall, by means of the Bloomington Community Access Television, telecast meetings of the Ellettsville Town Council, Ellettsville Planning and Zoning Board, Richland-Bean Blossom Community School Corporation.
3. The library shall provide an annual progress and financial report to the Town Council, which report shall summarize the utilization of the Town's payments.
4. This agreement is subject to an appropriation of funds by the Ellettsville Town Council.
5. Either party may terminate this agreement upon sixty (60) days written notice. Notice shall be sent to the following addresses unless such addresses are otherwise changed in writing:


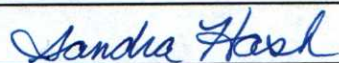
Town of Ellettsville
Post Office Box 8
Ellettsville, IN 47429

Monroe County Public Library
ATTN: Director
303 East Kirkwood Avenue
Bloomington, IN 47401

6. This agreement is for a period of one year.
7. Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date indicated below.

ELLETSVILLE TOWN COUNCIL

Signature 
Name / Title Brian S. Ocdman President
Date 27 Dec 17
Attest 
Clerk/Treasurer

MONROE COUNTY PUBLIC LIBRARY

CATS Manager Signature _____
Name / Title _____
Date _____
Attest _____
MCPL Director

**2018 Memorandum of Understanding between
Monroe County Public Library and
Community Radio WFHB**

This agreement outlines the details of a joint new initiative to be undertaken by Bloomington Community Radio WFHB (WFHB) and the Monroe County Public Library through CATS.

Between __January 1, 2018__ and __December 31, 2018__, the two organizations will produce a weekly program focusing on primary issue(s) in Monroe County, based on content acquired from CATS coverage of local government meetings. The program shall be telecast on the CATS network. In addition, CATS agrees that the program will be both streamed and archived on the CATS website.

The weekly news program shall be a joint undertaking of WFHB and the Monroe County Public Library through CATS. Each party to this agreement shall carry out the following responsibilities:

Monroe County Public Library through CATS will provide:

1. Footage collected during CATS' regular coverage of local government meetings
2. Other relevant CATS material
3. Studio production services, including equipment and facilities necessary to produce and create the half-hour program.
4. Weekly telecasts of the program on CATS channels
5. A schedule of government meetings each week
6. The sum of \$12,000, which shall be payable to WFHB in four installments from the Library's Special Revenue Fund and not from funds received from property tax revenues. WFHB shall have access to deposited funds for any use in the ordinary and usual course of WFHB business.

WFHB will provide:

1. An anchor for the telecast, if needed
2. A hyperlink to CATSWeek on the catstv.net website on all postings of episodes of the *Daily Local News* that employ stories for CATSWeek on WFHB's website.
3. A staff member to write scripts for CATSWeek in accordance with CATS production schedule.
4. Additional WFHB volunteers, if needed
5. On-air in-kind underwriting: WFHB agrees to air one on-air ad for CATS each day of the calendar year (value: \$4,380). This ad shall consist of a 20-second live read performed by on-air hosts, drawing from a rotation of up to six scripts written by the CATS general manager and approved by the WFHB general manager.
6. WFHB agrees to not solicit specific underwriting for the CATSweek program.

The Monroe County Public Library and WFHB agree that the editorial decisions shall be determined as a result of consultation between the CATS general manager and the WFHB general manager.

WFHB and Monroe County Public Library and CATS agree that the final show as produced and telecast shall become the property of the Monroe County Public Library and CATS and the appropriate acknowledgment of this ownership shall be stated in the credits for each show. The program shall be archived and retained in the same manner as all CATS programs.

The Monroe County Public Library, CATS and WFHB acknowledge that each party will direct their employees to meet their obligations under this agreement. Each party to this agreement shall be responsible for compensating the employees which they use to meet their obligations under this agreement. Monroe County Public Library, CATS and WFHB acknowledge that neither shall be responsible for nor share any liability for compensating the employees other than those under their employ.

The Monroe County Public Library, CATS and WFHB each acknowledge that no party to this agreement shall have a cause of action against any other party of this agreement as a result of the production of the news program. Each party to this agreement shall be responsible for obtaining all necessary insurance coverage to protect and indemnify them from any liability which they may incur as a result of participation under this agreement. Each party to this agreement shall be responsible for and meet their obligations as the employer of any employee who may provide services under this agreement and shall have no cause of action against the other party of this agreement for any cause of action brought against them by any employee providing services to an employer under this contract.

Each party to the agreement shall further secure a waiver of subrogation from any insurer providing insurance required hereunder.

All parties under this agreement acknowledge that this agreement may be amended only in writing and if such amendments are approved by the Monroe County Public Library Board of Trustees and the WFHB Board of Directors.

WFHB, Monroe County Public Library and CATS acknowledge that this agreement may be terminated at any time. Notice of termination shall be mailed at least 30 days in advance of the termination to the individuals listed below representing the other party:

John Turner, General Manager
WFHB Community Radio
108 W. 4th St.
Bloomington, IN 47404

Michael White, Manager
CATS/Monroe County Public Library
303 E. Kirkwood Ave.
Bloomington, IN 47408

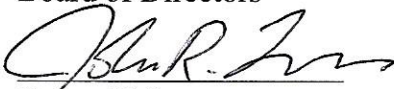
Marilyn Wood, Director
Monroe County Public Library
303 E. Kirkwood Ave.
Bloomington, IN 47408

The parties further agree that this agreement may be renewed on an annual basis upon approval by the governing bodies of each party.



President
WFHB Community Radio
Board of Directors

Date: 1-4-18



General Manager
WFHB Community Radio

Date: 1/4/18

President
Board of Trustees
Monroe County Public Library

Date: _____

Michael White, General Manager
Community Access Television Services

Date: _____

Governmental Meeting Coverage Guidelines

In the interest of providing consistent, neutral and transparent coverage of live and recorded government meetings, the following guidelines are set forth:

1. CATS will provide coverage of any public meeting in accordance with the definitions established in Indiana code IC 5-14-1.5. Public Meetings (Open Door Law). Though CATS has contractual obligations to cover specific government meetings, CATS will endeavor to cover other public meetings upon request from local individuals or organizations.
2. In an effort to provide viewers with the best possible sense of proceedings in the room or chamber, CATS will employ an establishing wide shot at the beginning, ending, and for all recesses during public meetings.
3. CATS crew members will avoid the practice of taking reaction shots unless there is an active dialogue taking place. Similarly, tight close-ups will not be employed, as they could represent an element of visual editorializing, and hence the perception of a departure from neutrality.
4. Whenever possible, CATS will employ the use of lower-third graphic superimpositions (name supers) to identify officials, name of meeting and date. CATS will also when technically possible, provide a LIVE “bug”, which will be removed for replay of the meeting.
5. Whenever possible, CATS will present meetings, boards and councils via LIVE telecast on our designated cable channels, as well as via our web site. CATS will also work to ensure that all meetings will be available on our website by 9:00 AM the following day.
6. As neutrality of CATS governmental coverage is an essential function of our network and is a vital component of local democracy, CATS reserves the right to refuse suggestions from any individual, group or organization to; turn off the cameras, alter established protocols for shot composition or to limit the public comments of any person speaking during a public meeting. Any public discussions or demonstrations which occur when meetings are adjourned or in recess will not be televised.
7. CATS will feature royalty-free music in the background during wide shots, before and after meetings and during all recesses.
8. ~~While the proceedings of governmental meetings reside in the public domain, apart from executive sessions, all municipal and county meetings for CATS’ government access channels and the web shall be copyrighted and may only be reproduced for personal, non-commercial use by individuals. Any use or reproduction of CATS coverage without the expressed written consent of CATS is strictly forbidden.~~
- 8.9. To ensure the integrity and neutrality of all meetings appearing on the CATS’ government channels, CATS will only telecast, stream and archive government meetings produced by CATS. Patrons or organizations wishing to share their noncommercial programming or meetings may do so via the CATS Public access channel, upon the submission of a written request.

Proposed January 17, 2017

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Access Use

The rules and regulations set forth below have been adopted to assure compliance with current federal, state and municipal laws and regulations governing the availability and use of Community Access Television Services (CATS). The policies and regulations set forth herein supersede any and all others previously issued:

1. The Monroe County Public Library operates CATS as a service to the community and in fulfillment of library goals. Any resident of Monroe County may use the facilities of CATS. All rules and regulations outlined below apply equally to all access channels unless specifically stated otherwise.
2. The Monroe County Public Library and CATS will allow great latitude with respect to freedom of speech. However, all programming shall be non-commercial and consistent with legal constraints and community standards. No part of any program shall contain: any solicitation for funds or other property of value, or obscene or defamatory material.
3. The community access channels are operated by the library as a dedicated constitutional forum. Programs are not rejected because either they or their spokespersons are controversial. CATS does not attempt to verify the accuracy or lack of bias in the programming it carries, nor does CATS attempt to achieve a balance in regards to any issue, faith or ideology. The producer of each program is exercising her/his first amendment right to free speech and is solely responsible for the program's content. Reference to Section 611 (E) and Section 639 of the Cable Communications Policy Act of 1984 & 1992.
4. The producer of an access program is the person who signs the application for use of the access facilities as outlined below. The producer of each access program is solely responsible for its content. The producer must obtain all talent releases, copyright authorizations and other necessary licenses or approvals. By signing the application, the producer accepts all responsibility and any associated liability for the content of the program. Programs ~~that do not without have~~ a signed release will not be ~~shown~~ telecast.
5. Upon the filing of an appropriate request, the community access equipment and public access channel will be available to any Monroe County resident, group or organization. Programming produced outside of Monroe County will require a written request from a local resident or organization for ~~telecast~~ablecast on CATS. All requests are reviewed on a first-come, first-served, non-discriminatory basis. All access use is subject to the availability of time, staff and facilities.
6. Any organization or individual may sponsor candidate forums, providing written notification of all candidates thirty days prior to the forum. Any appearances by political candidates in other CATS programming are acceptable providing they are not advocating their candidacy nor criticizing the opposing candidate or party. (The Communications Act of 1934, specifically the "equal time ruling", does not apply to access television). Given the submission of a program Proposal and sufficient notice, providing staffing and equipment availability, CATS will provide coverage of local Primary and General Election candidate forums. To ensure all candidates have been registered, CATS will only provide this coverage for candidate forums after the deadline for candidate registration, within the same year as the primary or general election.

7. Use of the access facilities: studio, equipment, personnel and other technical resources must be for the sole purpose and/or intent of producing programming for CATS.
8. Use of the access facilities must be requested through the program proposal form provided by CATS. A signed proposal must be on file prior to scheduling use of the facilities.
9. Applications on behalf of a minor must be signed by a parent or a legally appointed adult guardian who will accept responsibility for any liability resulting from the use of the facilities by the minor.
10. ~~No private information concerning volunteers or producers will be given out over the telephone. However, all program proposal forms are kept in a file at CATS and are made available for public review, once the program has been telecast, during regular operating hours.~~
11. All programming produced by CATS staff (except government meetings which are in the public domain) government meetings and public events coverage) remains the sole copyright of CATS. Content produced by members of the public and submitted to CATS for telecast on the Public channel remains the sole copyright of the individual program producer. All intellectual property, responsibility for music licensing, permissions and liability for that content exists solely with the producer of that program.

10. Proposed January 17, 2017

Access Limitations

1. All access producers shall adhere carefully to all applicable federal, state and local regulations concerning limits of public speech and television programming content.
2. Advertising or material designed to promote the sale of commercial products or services is expressly prohibited. Political advertising or commercials produced by or on behalf of a legally qualified candidate for public office is similarly prohibited.
3. Producers who want to create programs which are produced for commercial venture or profit shall be prohibited from using the access facilities.
4. Underwriting of programming is allowed solely for programs produced by the staff of CATS. Attribution but recognition is limited to a graphic a-text message stating the name of the individual or company. The use of logos, slides, phone numbers or and video clips of business locations are strictly prohibited. Reference to FCC regulation 76.221 sections A & E.
5. No program shall be transmitted over the community access channels which contains any material which would subject the producer or the supplier thereof to prosecution under any applicable local, state or federal law for the production or presentation of obscene material, libel, slander, invasion of privacy or copyright or trademark infringement-. Neither CATS nor the MCPL will attempt to make a determination as to the constitutional legality of any content presented for telecast. A cable operator may refuse to transmit any public access program that the operator reasonably believes contains obscenity. (47 C.F.R. (76.702). (Determinations of obscenity, libel, slander, etc., are legal questions which can be determined only after due process by a judge and/or jury).

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6. No program shall be transmitted over the community access channels which contains a lottery or information promoting any device, scheme, plan, promotion, contest or other program and/or presentation which involves directly or indirectly the elements of a prize, chance and/or consideration of money or a thing of value. Reference Section 76.213 of the rules of the FCC.
7. The producer of an access program agrees to indemnify and hold the MCPL and CATS harmless from all liability for damages, costs and losses resulting from, arising out of, or in any way connected with the use of the cable channels [and/or video streams](#) by the producer, its officers, agents, or employees.
8. CATS reserves the right to refuse facility use to anyone reasonably suspected of being under the influence of alcohol or any disabling drug and therefore not legally responsible for his or her own actions. CATS also reserves the right to refuse facility use to anyone who is disruptive, rude with staff or patrons, abuses the equipment or fails to return equipment on time. Any use which is disruptive to MCPL patrons, CATS patrons, MCPL operations or CATS operations may be refused or revoked.
9. CATS will revoke the access privileges of any individual or group misrepresenting themselves as under the employ of CATS, the MCPL or any other community channel designation under the control of the MCPL.
10. The MCPL-, CATS and cable operator shall not be liable for any loss of transmission time or transmission of programming due to equipment failure or for any other reason beyond the control of the parties.
11. Any person, group or organization who abuses or has abused the privilege of access by violating any of the provisions of this part may be denied use of the access facilities. Violations of access policy will result in revocation of access privileges for a period of time to be determined by CATS [General Manager](#) ~~Director~~ in conjunction with MCPL Administration.
12. Because revocation of access privileges is such a significant loss of the right to free speech, any decision by CATS and the library administration may be appealed by writing the MCPL Board of Trustees for review. Their decision will be final.
13. The MCPL reserves the right to interpret any and all guidelines in accordance with existing library policies and procedures. The library also reserves the right to suspend any and all guidelines for library programming.
14. In the event that CATS or the MCPL incurs any attorney fees or court costs in pursuing any of the remedies available to them, they shall be entitled to recover the same from the producer or any other party liable as a result of the use of the MCPL facilities, channels or staff.

Proposed January 17, 2017

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From: Rick Coppock [<mailto:rcoppock@bynumfanyo.com>]
Sent: Friday, January 5, 2018 10:51 AM
To: Marilyn Wood <mwood@monroe.lib.in.us>
Cc: Jimmie Durnil <jdurnil@ellettsvillepolice.com>; Mike Farmer <mfarmer@bynumfanyo.com>; Brian Miller (bmiller@ellettsville.in.us) <bmiller@ellettsville.in.us>
Subject: RE: Ellettsville Library Addition

Marilyn

The proposal from the Town is to have an agreement between the Town and the Monroe County Library for the following:

The Town will provide an easement for the relocation of the sewer along SR 46 per the plans. (Easement Preparation Cost \$ 1200.00)

The Town utility crews will construct the sanitary sewer relocation per the plans. Which includes 3 manholes, 166 feet of 8-inch SDR35 pipe, backfilling and 10 feet of 6-inch SDR 35 to connect the lateral from the new addition.

The cost of materials will be paid for by the Library and are estimated as follows;

Manholes –	3 @ \$ 1,000.00 =	\$ 3000.00
SDR 35 Pipe -	176 @ \$ 4.25/Ft. =	\$ 748.00
Stone Backfill	75 Ton @ \$ 4.75 =	<u>\$ 356.25</u>
Total Material Cost to Library =		\$ 4,104.25

The estimate cost for the construction of the sanitary sewer by a private contractor is \$16,668.00 if done as a part of the project.

The Library will contribute \$ 4,054.23 for lighting the Memorial Park, to the Ellettsville Park Board, which is adjacent to the north side of the library property.

The portion of sanitary sewer to be removed under the building addition will remain as a part of the library addition project as shown on the plans.

The sanitary sewer lateral will remain as a part of the project as shown on the plans and will connect to the relocated sanitary sewer.

The Library will pay the cost of the sanitary sewer materials to the Town (\$4,104.25 Estimated) and contribute \$4,054.23 to the Ellettsville Parks Board for a total expenditure of \$8,158.48. The estimated cost of the sewer work by a private contractor as part of the addition project is \$ 16,668.00. Estimated savings to the library will be approximately \$8,500.00.

Please let me know if you have any questions.

Rick Coppock
Bynum Fanyo
528 N Walnut Street
Bloomington, Indiana 47404
812-332-8030

Update on Ellettsville Renovation

Construction Documents are 99% complete for the Ellettsville renovation project. Our next action step will be to approve moving forward with the construction bidding phase.

Renovation Scope

- Areas of the building undergoing change include the addition of new program room space, ADA accessible restrooms and small kitchen and renovation of the Teen Area, Atrium, Main Entrance Lobby, Adult Reading area and Infants/Pre-K room with new wall, ceiling and floor finishes; electrical system modifications and new mechanical system throughout.
- The existing building will remain occupied during construction except for the period of time required for replacement of the existing HVAC system with the new HVAC system. During this time of closure, the Contractor is expected to complete the majority of interior renovations.
- The renovations will include selective demolition to remove existing partitions and finishes in areas as shown on the Construction Documents. Items identified on the documents to be reused, or returned to Owner to be carefully removed and protected from damage.
- Interior finishes include carpet; resilient flooring; rubber base; painted gypsum board; acoustical panel ceiling systems; plastic laminate casework & countertops; doors and door hardware.
- The existing fire alarm system will be modified to meet the needs of the new addition and renovated spaces.
- The mechanical system is to be replaced with a new system serving the entire building.
- The electrical system is to be modified to meet the needs of the new addition and renovated spaces including power, lighting systems, fire alarm and detection systems.

Timeline for Construction

- Contract Issued: February 21, 2018
- Phase I - New Addition & Site Utilities Construction Begins: May 1, 2018.
- Library Closes: August 8, 2018
- Phase II – Mechanical Replacement & Interior Renovations Begin: August 20, 2018
- Substantial Completion: November 19, 2018
- Library reopens: December 3, 2018

Construction will be performed in two phases which will overlap to the extent necessary to facilitate the work and the continued occupancy of the Owner in the remainder of the facility during Phase I. The building will be unoccupied for the duration of Phase II.

Due to the mechanical system replacement, construction will touch all areas of the building, even those we aren't updating/renovating. Closing the library during this time will allow construction to happen at a faster pace and have an overall lower cost. The Phased plan allows for all construction planning to occur in advance, with all orders placed in advance, and averting delays because materials will be on hand prior to construction.

Service While the Library is Closed

Since learning of the extended time the library will be closed during construction, we have been investigating ways to provide service in alternative ways in the community. The **Endwright Center** is interested in partnering with us to be a public service location. We're in discussions about potential services such as:

- Bookmobile service 1-3 days a week, 4 or more hours
Friday + additional days
- Public Service 1-3 days a week, such as:
Library materials (holds) pick up
Reference and readers advisory
Programming such as story time, adult book club, genealogy, tech help, additional programs

The Endwright Center is amenable to our use of the center during their closed times (Saturdays, Mondays after 6, Tues-Fri after 4:30). We will continue to work through details and communicate with the community well in advance about closing and alternative services available at the Main Library, at the Endwright Center, or elsewhere in the community.

Next steps:

- The architects are completing final documentation and it will be shared prior to the Board meeting. Documentation will include full specifications for bidding, updated costs, and construction plans.
- Seeking Board approval to move forward with public bids for the project at January 17, Board meeting. Bid documents are currently being reviewed by Tom Bunger and will be shared with the Board at the Work Session.
- The advertisement for bids will be sent January 18.
- There will be a mandatory meeting for all potential contractors at the Ellettsville Branch on January 31.
- Bids are due by/and opened at 10 am on February 15 at the Main Library.
- Bids and recommendations will be presented to the Board for decision at the Board Meeting on February 21, 2018

PRELIMINARY PROJECT COST ESTIMATE

I. CONSTRUCTION COST:

A. SITE: \$ 95,395

1. Parking Lot Renovation:

- ADA Parking Spaces
- Re-Striping Parking Lot

2. New Addition:

- Re-Routing Sewer
- Excavation/Grading
- Access Drive

B. GENERAL CONSTRUCTION:

1. Building Renovation:

a. Total Renovation Areas: 2,505 sf @ \$85: \$ 212,925

- New Children's Infant/Pre-K Rm: 845 sf
- New Children's ADA Restrm 64 sf
- New Family ADA Restrm 72 sf
- New Reading Rm Storage 35 sf
- New Teen Center 1,206 sf
- New Conference Rm 183 sf
- Existing North & South Study Rms. 100 sf

b. Partial Renovation Areas: Allow: \$ 25,000

- Main Reading Rm:
82 sf Bay Window, Flr. Finish

c. Areas Affected by new construction: Allow: \$ 35,000

- Men's & Women's Restrooms; Lobby;
Media Processing; Staff work Area; Staff Lounge;
Receiving:
1,700 sf, ceiling & related modification
for installation of new mechanical system

Total Estimated Renovation: \$272,925

2. New Addition: 2,957 gsf @ \$160: \$473,120

\$746,045

C. MEP CONSTRUCTION:

1. Building Renovation: \$440,000

- 11,258 net sf @ \$40
- Upgrade Electrical Service

2. New Addition: 3,000 net sf @ \$40 \$ 120,000

Total Estimated MEP Construction Cost: \$560,000

TOTAL ESTIMATED BASE BID CONSTRUCTION COST: **\$1,401,440**

5% Range: \$1,334,638 to \$1,471,512

10% CONSTRUCTION CONTINGENCY: **\$140,104**

D. ALTERNATES:

1. Alternate #1:

- Lobby - New Wall, Ceiling, & Floor Finishes and Lighting:

Allow: (500 net sf @ \$30)

\$15,000

2. Alternate #2:

- Atrium – New Column, Bulkhead, Ceiling & Floor Finishes:

Allow: (1,080 net sf @ \$30)

\$32,400

PLEASE NOTE:

Items not included in the above estimate but which should be considered in establishing a total project cost:

A. Architecture & engineering fees

B. Reimbursable expenses

C. State Plan Review fees

D. Furniture cost and design fees

E. Equipment cost

F. Technology cost

ADVERTISEMENT FOR BIDS

DATE: January 3, 2018

PROJECT: Ellettsville Branch Library Addition & Renovation
600 West Temperance Street
Ellettsville, IN

OWNER: Monroe County Public Library (MCPL)
303 E. Kirkwood Avenue
Bloomington, IN 47408

ARCHITECT: Matheu Architects, P.C.
205 N. College Avenue, Suite 010
Bloomington, Indiana 47404
Phone 812-339-1235

INVITATION: You are invited to submit a sealed Bid for the complete construction of the above Project.

DESCRIPTION: The Project includes:
Construction of a new addition consisting of a Meeting Room, Lobby, Restroom and Serving Kitchen and renovation of the Teen Area, Atrium, Main Entrance Lobby, Adult Reading area and Infants/Pre-K room with new wall, ceiling and floor finishes; electrical system modifications, plumbing system modifications, a new sprinkler system and new mechanical system throughout.

TIME AND PLACE TO RECEIVE BIDS:

Time: Bids will be received by the Owner until 10:00 A.M., local time, Thursday, February 15, 2018. Bids will then be publicly opened and read aloud in Meeting Room 1B. Bids received after that time will be returned unopened. Bids received by facsimile or electronic mail will not be accepted.

Place: Deliver Bid Proposals before the time stated above to the office of:

Monroe County Public Library
Administrative Office Reception, 3rd Floor
303 W. Kirkwood Avenue
Bloomington, IN 47408

TYPE OF BID: Stipulated Sum Bids will be received for the Work, which includes selective demolition, general construction, heating, ventilation, air conditioning, plumbing, electrical, and all related and miscellaneous work, which will be awarded under a single contract. A conditional or qualified bid will not be accepted.

Properly and completely executed Bid Forms should include Indiana Form 96 (revised 2010) <http://www.in.gov/sboa/2416.htm> with required documents, non-discrimination affidavit, and Bid Security.

Bids and work must conform to Responsible Bidder Requirements; which are published in the Project Manual, Section 00 0110 and made a part thereof by this reference.

TIME OF COMPLETION: Construction will be performed in two phases which will overlap to the extent

ADVERTISEMENT FOR BIDS

necessary to facilitate the work and the continued occupancy of the Owner in the remainder of the facility during Phase I. The building will be unoccupied for the duration of Phase II.

Anticipated dates for the phased construction are as follows:

Contract Issued: February 21, 2018

Phase I - New Addition & Site Utilities Construction Begins: May 1, 2018

Library Closes: August 8, 2018

Phase II – Mechanical Replacement & Interior Renovations Begin: August 20, 2018

Substantial Completion: November 19, 2018

Successful Bidder will prepare a Construction Schedule upon award of the Contract to be agreed to by all parties to establish the Construction Schedule for the Project.

EXAMINATION & PROCUREMENT OF DOCUMENTS:

Contract Documents are available in electronic pdf format from the office of the Architect and at the following Plan Houses:

- ISQFT
- Builders Exchange
- Bid Tool
- McGraw-Hill Dodge

BID BOND: Each Bid shall be accompanied by a Certified Check or a Bid Bond (A310) in the amount of Five Percent (5%) of the total bid made payable to the Monroe County Board of Commissioners. Should a successful Bidder withdraw his bid, or fail to execute a satisfactory Contract within ten (10) days after notice of acceptance of his bid, the Owner may declare the Bid Security forfeited as liquidated damages, not as penalty.

BID HOLDING PERIOD:

A Bid may not be modified, withdrawn or canceled by the Bidder for Sixty (60) days following the time and date designated for the receipt of Bids.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: Within five (5) days of being awarded the Bid and prior to execution of the contract, the successful Bidder shall furnish a Performance and Labor and Materials Payment Bond in an amount equal to one hundred percent (100%) of the total bid amount with an approved surety company. Bonds shall remain in full force and effect for a period of 12 months after final completion of the contract.

RIGHT TO REJECT BID PROPOSALS: The Owner reserves the right to accept or reject any and all Bids and to waive any irregularities in bidding. All Bids may be held for a period not to exceed sixty (60) days before awarding Contracts.

PRE-BID MEETING: A Pre-Bid Meeting will be held at the Ellettsville Branch Library at 2:00 P.M. local time, January 31, 2018 at 600 West Temperance Street, Ellettsville, Indiana. This Pre-Bid Meeting is mandatory for all General Contractors planning to submit a bid. All attendees are to sign the sign-in sheet to establish their attendance at the meeting.

The Monroe County Public Library requires each applicant to provide information as required under the Responsible Bidders Requirements.

Monroe County Public Library is an Equal Opportunity Employer, and accordance with I.C. 22-9-1-10, shall not permit discrimination against any employee or applicant for employment to be employed in the performance of the contract with respect to his or

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her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to the employment because of his or her race, religion, color, sex, disability, national origin or ancestry.

Bidders shall submit their Employee Identification Number (EIN) to the Owner on the bid form. In the absence of and EIN number, Bidder must submit their Social Security Number.

An out of state contract and or subcontractor will be obligated to show proof they are registered with the Indiana Secretary of State to conduct business in the State of Indiana.

RESPONSIBLE BIDDER REQUIREMENTS:

1. Purpose

The Responsible Bidder Requirements shall serve to define the term “responsible” as used in Indiana Code 36-1-12-4.

2. Criteria.

A “responsible bidder” shall meet all the bid and contract specifications, and shall:

(a) Affirm compliance with all applicable laws pre-requisite to doing business in Indiana;

(b) Produce evidence of a federal employer taxpayer identification number or social security number (for sole proprietors);

(c) Confirm compliance with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11375 (known as the Equal Opportunity Employer Provisions);

(d) Provide the Monroe County Public Library with certificates of insurance indicating the following coverage, when such is required in the bid or contract specifications, and in amounts stated in the bid specifications or contract:

(1) General liability;

(2) Worker’s compensation;

(3) Completed operations

(4) Automobile;

(5) Hazardous occupation;

(6) Product liability;

(7) Professional liability

(8) Pollution liability;

(9) Asbestos abatement liability;

(10) Property insurance; and

(11) Any additional insurance required by the bid specifications or contract;

(e) Affirm, where workers’ compensation insurance is required under the bid specifications, that all employees are

(1) covered under a current worker’s compensation insurance policy and

(2) properly classified under such policy; and also, where worker’s compensation insurance is required under the bid specifications, submit a copy of the “Declarations Page(s)” of the contractor’s workers’ compensation insurance policy if the contractor is insured with a carrier, and any continuation of the worker’s compensation insurance Declarations Page(s) which includes the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated remuneration

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per class code; and, upon the Monroe County Public Library request, submit a copy of any worker's compensation insurance annual premium audit documents.

(g) Submit proof of any professional or trade license required by law for any trade or specialty area in which a bidder is seeking a contract award; and disclose any suspension or revocation within the previous five (5) years of any professional trade license held by the company, or of any director, officer or manager employed by the bidder;

(h) At the time of submitting the bid, disclose the name and address of each subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the project, and disclose the amount of each subcontractor's bid to the general contractor; each subcontractor who will perform work valued in excess of \$150,000 shall be required to adhere to the submission requirements set forth herein as though it were bidding directly to the Monroe County Public Library, and must file the appropriate required documents at least five (5) days prior to commencement of work by the subcontractor;

(j) State that individuals who will perform work on the public works project on behalf of the contractor are properly classified as either (1) an employee or (2) an independent contractor under all applicable state and federal laws and local ordinances;

(k) Provide information as to the substance abuse policy that pertains to all of the bidder's employees working on the project; and

(l) Confirm that all apprentices to be used on the project are registered with an apprenticeship and training program approved and registered with the United States Department of Labor, Bureau of Apprenticeship and Training (or any state or federal successor agency).

3. Certified Payroll.

All contractors and subcontractors are required to submit to the awarding agency, and General Contractor if applicable, an approved and detailed certified payroll on a weekly basis, unless different payroll reporting requirements are stated under the bid specifications or contract.

4. Additional Criteria.

The Monroe County Public Library may also request evidence of and/or consider the following factors when identifying responsible bidders for the purpose of awarding contracts under this Chapter:

(a) The ability, capacity, and skill of the bidder to perform the contract;

(b) The capacity of the bidder to perform the contract promptly and efficiently, or within the time specified, without delay or interference;

(c) The character, integrity, reputation, and experience of the bidder;

(d) The quality of the bidder's past performance, including performance of previous contracts, whether or not such performance was with the Monroe County Public Library;

(e) The bidder's default under previous contracts, whether or not such contract was with the Monroe County Public Library;

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- (f) The bidder's failure to pay or satisfactorily settle bills due on former contracts, whether or not such contract was with the Monroe County Public Library;
 - (g) The financial ability of the bidder to perform the contract;
 - (h) A statement regarding and/or disclosures of:
 - (1) Any determination by a court or government agency for violations of federal, state, or local laws including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA);
 - (2) Any findings of "non-responsibility" by federal, state, or local departments;
 - (j) Any additional factors the Monroe County Public Library determines relevant for the contract.
5. Lowest Bidder Not Chosen.
When the contract is awarded to a bidder other than the lowest bidder, a statement of the reasons for such award shall be prepared by Monroe County Public Library.
6. Access to Public Records Act.

All submissions tendered under this Chapter by a contractor or sub-contractor shall be public records subject to review pursuant to Indiana Code § 5-14-3-1 et seq., the Indiana Access to Public Records Law.
7. Severability.
If any portion of these requirements or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other portions or applications of these requirements which can be given effect without the invalid portions or applications, and to this end, the portions of these requirements are severable

END OF SECTION 00 0110

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00 3000 - BID FORM

CONTRACTOR'S BID ON: **ELLETTSVILLE BRANCH LIBRARY ADDITION & RENOVATION**
600 West Temperance Street
Ellettsville, Indiana

DATE: _____, 2018

TO: **MONROE COUNTY PUBLIC LIBRARY**
303 E. Kirkwood Avenue
Bloomington, IN 47408

SUBMITTED BY:

Bidder: (firm) _____

Address: _____

City/State/Zip: _____

Telephone #: _____

Contact: _____

Title: _____

Pursuant to notices given, the undersigned proposes to furnish all material and labor, and perform all work necessary to complete Ellettsville Branch Library Addition & Renovation, Ellettsville, IN in accordance with Contract Documents dated January 3, 2018, prepared by Matheu Architects, P.C. and their consultants, and all Addenda acknowledged herein:

1. BIDDER'S CERTIFICATION

- a. The undersigned Bidder certifies that he/she has examined and fully comprehends the bidding requirements, the Conditions of the Contract, and the requirements and intent of the Bidding Documents.
- b. The undersigned Bidder certifies that he/she has visited the site(s) and examined all conditions affecting the Work.

2. ADDENDA

- a. The undersigned Bidder acknowledges receipt of the following Addenda:

1. Addendum No. _____ Dated _____
2. Addendum No. _____ Dated _____
3. Addendum No. _____ Dated _____

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3. BASE BID FOR GENERAL CONSTRUCTION: Ellettsville Branch Library Addition & Renovation,
Ellettsville, Indiana

Sum of Total Base Bid in Words:

_____ Dollars

(\$_____).

(Show Bid Amounts in both words and figures. In the case of discrepancy between the words and the figures, the words shall govern.)

Base Bid Breakdown:

General Construction: \$ _____

Mechanical Construction: \$ _____

Electrical Construction: \$ _____

Total Base Bid \$ _____

4. ALTERNATE BIDS FOR THE WORK: (Refer to Division 1 Section "Alternates" for complete descriptions of each Alternate Bid). State amount to be added to or deducted from the Base Bid, should the specific Alternate Bid be accepted.

- a. **ALTERNATE BID NO. 1: NEW FINISHES & LIGHTING IN LOBBY A100, A101, A102**
The amount to add to the Base Bid to install new wall ceiling and floor finishes in Lobby A100, A101 and A102 as indicated in the Construction Documents.

(Add) (Deduct) (\$ _____) _____ Dollars

- b. **ALTERNATE BID NO. 2: NEW COLUMN, BULKHEAD, FLOOR FINISHES & LIGHTING IN ATRIUM A117**
The amount to add to the Base Bid to provide a new column and bulkhead and floor finishes in Atrium A117 as indicated in the Construction Documents.

(Add) (Deduct) (\$ _____) _____ Dollars

5. ACKNOWLEDGEMENT

The undersigned Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding process. This bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the opening of this bid, or at any time thereafter before it is

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withdrawn, the undersigned will execute and deliver the Contract Documents to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner the proof of insurance coverage, within ten (10) days after personal delivery or after deposit in the mail of acceptance of bid.

6. TIME OF COMMENCEMENT AND COMPLETION

The Bidder agrees that, if awarded the Contract, he or she will substantially complete the Work, ready for occupancy by the Owner within _____ consecutive calendar days (Saturdays, Sundays, and Holidays included) from the time of receipt of Notice to Proceed, except for delays caused by Strikes, Acts of god, or other causes beyond the Contractor's control.

7. SUBSTITUTIONS

The undersigned Bidder has based his bid upon the materials, products, articles, equipment, brands, manufacturers and processes described in the Bidding Documents or upon approved equivalents. Proof of equivalency of substitutions is the responsibility of the Bidder, but the Architect shall be the sole judge of equivalency. Proposed equivalent substitutions shall be equal in all respects to the requirements of the Bidding Documents, including but not limited to the design, quality, physical size, performance characteristics, strength, previous history of use, and to the method of installation, attachment, or connection to related or adjoining work. Determination of equivalency of proposed substitutions shall be made by the Architect before the bid opening date, as described in paragraph "Substitutions" in the Document 0 Section "Instructions to Bidders".

8. FINANCIAL STATEMENT

Attachment of Bidder's financial statement is mandatory. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the Bidder's capability for completing the project if awarded.

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit documentation as required pursuant to *An Ordinance Establishing Responsible and Responsive Bidder Requirements on Public Works Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible and responsive bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If a question is not applicable, answer "NA". If the answer is none, answer "none".

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The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned _____, as _____ and
on behalf (Name) (Title)
of _____ having been duly sworn under oath
certifies that: (Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

☐ Sole Proprietor or Partnership ☐ LLC
☐ Corporation ☐ Independent Contractor (Individual)

If bidder/subcontractor is a corporation, indicate the state and the date of incorporation:

Authorized to do business in the State of Indiana: Yes ☐ No ☐

Describe supporting documentation attached: _____

Federal Employer I.D. #: _____

Social Security # (if an individual or sole proprietor): _____

The Contractor, or agent, partner, employee or officer of the Contractor, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of state or local government. Yes ☐ No ☐

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes ☐ No ☐

Subcontractors

Contractor disclosed the name and address of each subcontractor for whom the contractor has accepted a bid and/or intends to hire on any part of the project (Form A). Yes ☐ No ☐

Contractor provided this *Affidavit of Compliance* to all of the above-referenced subcontractors.

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Yes ☐ No ☐

Certificate of Insurance

Attached are certificates of insurance showing the following coverage:

General Liability

Yes ☐ No ☐

Worker's Compensation

Yes ☐ No ☐

Automobile Liability

Yes ☐ No ☐

Participation in Approved Apprenticeship Program(s)

Contractor participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organizations.

Yes ☐ No ☐

Describe supporting documentation attached (e.g. Standards of Apprenticeship, Apprenticeship Agreement):

Drug Testing

Contractor has a written plan for employee drug testing;

Yes ☐ No ☐

OR

Contractor has signed a collective bargaining agreement that establishes an employee drug testing program.

Yes ☐ No ☐

Employee Classification

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B).

Yes ☐ No ☐

Worker's Compensation

Contractor's employees who will perform work on the project are:

Covered under a current worker's compensation policy:

Yes ☐ No ☐

Properly classified under such policy:

Yes ☐ No ☐

Describe supporting documentation attached:

Fringe Benefits

Contractor's employees who will perform work on the project are covered by a health and welfare plan.

Yes ☐ No ☐

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Contractor's employees who will perform work on the project are covered by a retirement plan.

Yes ☐ No ☐

List of employees attached (Form B).

Yes ☐ No ☐

Describe supporting documentation attached (e.g. plan documents, SPDs or employee statement declining coverage):

Professional or Trade Licenses:

Contractor will possess all applicable professional and trade licenses required for performing the Contract work.

Yes ☐ No ☐

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoke or suspended, state the date and reason for suspension/revocation.

Documentation Attached (Contractor must initial next to each item):

_____ Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project. NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date and time of the contract award.

_____ Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current worker's compensation policy, properly classified under the worker's compensation policy, and covered by a health and welfare and retirement plan.

_____ Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

_____ Certificate of Insurance

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____ Standards of Apprenticeship/Apprentice Agreements

____ Fringe Benefit Coverage (Health & Welfare / Retirement)

____ Employee Drug Testing Plan (or applicable provision from CBA in effect)

____ Worker's Compensation Coverage

____ Professional or Trade Licenses

Additional Information Required

If required in the bid specifications, Contractor shall complete items I and/or II below:

- I. Record of past three (3) years experience on public construction projects.

Public Body/ Project Name/ Year	Reference Name/ Phone #	Original Price/ Final Price	Subcontractors

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--	--	--	--

- II. List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

Form A**Subcontractors who will Perform Work on the Project**

Name	Address	Work to be Performed

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Form B**Individuals who will perform work on the project**

List all individuals who will perform work on this project with the following information:

1. Individual is an employee (E) or independent contractor (I);
2. Individual's trade classification (indicate apprenticeship status where appropriate);
3. Employee (E) is covered under Contractor's current worker's compensation (WC) policy;
4. Employee (E) is covered under a health and welfare (H&W) plan and retirement plan provided by the employer(ER) or declined coverage (Declined).

Name	E/I	Trade	WC Y/N	H&W ER/Other	Retirement ER/Declined

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VERIFICATION

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Affidavit and attachments hereto are true and accurate.

The Contractor may report any change in any of the facts stated in this Affidavit within fourteen (14) days of the effective date of such changed by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible and non-responsive bidder.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

ACKNOWLEDGEMENT:

STATE OF _____)

)SS:

COUNTY OF _____)

_____, being duly sworn,

deposes and says that he/she is _____ of the above

(Title)

_____ and that the statements contained in the

(Name of Organization)

foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

County of Residence: _____

END OF DOCUMENT 00 3000

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments Of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled

to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce

other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications Facilitating Contract Administration

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 Boiler and Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance

The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 Waivers of Subrogation

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

PART I - GENERAL

The following supplements modify the General Conditions of the Contract for Construction, AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

Provisions of the General Conditions, which relate, in general, to administrative and procedural requirements, and temporary facilities are modified in Division 1 – General Requirements of the Specifications.

ARTICLE 3 – CONTRACTOR

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

Add Subparagraphs 3.12.6.3 and 3.12.6.4:

3.12.6.3 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in Division 1 “General Requirements”.

.1 In recognition of the additional fee incurred by the Owner for the Architect’s services in evaluating proposed substitutions, the Contractor agrees to assume the cost of the Architect’s fees to evaluate substitutions proposed by the Contractor. The Owner will withhold such fees, compensation, and expense from the next payment due the Contractor and pay such amount to the Architect. The amount due the Contractor under the Contract shall be reduced by such amount.

3.12.6.4 By making requests for substitutions based on subparagraph 3.12.6.3 above, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect’s redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

3.5 WARRANTY

Add the following subparagraph 3.5.3:

Contractor warrants to Owner that all labor, materials and equipment furnished and performed thereunder shall be done in a good and workmanlike manner and shall be of highest quality (unless otherwise specified in writing), free from defects and in strict conformance with the

Contract Documents. Contractor agrees that it will upon notice from Owner, immediately repair, restore, correct and cure, all omissions in workmanship and materials, and all failure to comply with this Agreement which appears within one (1) year from date of substantial completion; provided, however, that this warranty and Contractor's obligation to correct defective work as herein provided shall remain and continue in force and effect as to the mechanical systems for a period of five (5) years. The foregoing warranties shall not shorten any longer warranty period provided for by law or in the plans drawings, or specification or otherwise received from Contractor, or any supplier or subcontractor of Contractor, nor supersede the terms of any special warranty given by Contractor or imposed by law, but shall be in addition thereto. Notwithstanding anything to the contrary herein contained, it is understood and agreed that the foregoing warranty and guaranty shall not affect, limit or impair Owner's right against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period. Contractor shall be and remain liable and responsible to correct and cure any such latent defects which are reported to Contractor by Owner in writing within one (1) year after such latent defects first appear or could, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner.

Notwithstanding anything to the contrary, if Contractor fails to promptly commence and diligently perform and complete all corrective work required hereunder, Owner shall have the right (but not the obligation) in each instance, at Owner's election, to cause such corrective work to be done by others and recover the cost thereof, together with damages and reasonable attorneys fees, from Contractor and its surety, in addition to all other rights and remedies available to Owner against Contractor, its subcontractors, suppliers or material men.

All warranties upon any work, labor materials or equipment by any subcontractor or supplier of Contractor shall be deemed made by Contractor to Owner. All factory and manufactures warranties also shall be assigned by Contractor to Owner and shall be delivered by Contractor to Owner at the time of substantial completion. Manufacturers' warranties shall not release or relieve, Contractor or its surety from any of their warranty obligation or liabilities hereunder. It is expressly understood and agreed that Contractor and Contractor's surety shall be and remain bound and obligated upon this warranty according to its terms, following acceptance of the Work and final payment by the Owner, and such acceptance and final payment shall not release or discharge Contractor or Contractor's surety from their liability and obligation under this warranty This warranty shall be assignable to any person or entity who succeeds Owner in the ownership of the work.

3.6 TAXES

Add Subparagraph 3.6.1 to read:

Materials and properties purchased by contracts with the Owner that become a permanent part of the structure or facilities constructed are not subject to Indiana Sales Tax. A General Exemption Certificate will be provided by the Owner that the Contractor must file with the vendor by the Contractor for exemption from payment of the tax on the exempt materials and properties purchased.

3.7 PERMITS, FEES AND NOTICES

Add the following to the beginning of Subparagraph 3.7.1:

“The Owner will secure a State Fire and Building Safety Commission permit and (if required) a State Department of Health permit, and” unless...

3.8 ALLOWANCES

Add the following to the end of Clause 3.8.2.3:

except when installation is specified as part of the allowance in Division 1 - General Requirements.

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

Add Subparagraph 4.1.4:

4.1.4 The architectural services provided hereunder are being performed solely for the benefit of the Owner, and no claim against the Architect shall accrue to any Contractor, subcontractor, sub-subcontractor, consultant, engineer, supplier, fabricator, manufacturer, tenant, surety, or any third party as a result of this Agreement or the performance or non-performance of the Architect’s services.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Add the following Clauses to 9.3.1:

.4 Until the Work is 50 percent complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments. At the time the Work is 50 percent complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety, authorize remaining partial payments to be paid in full.

.5 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect, or if the Surety revokes its consent, or for other good and sufficient reasons.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add Subparagraph 9.5.4:

9.5.4 In the event the Contractor shall cause the Architect to perform additional service and incur expense in connection with Change Orders, interpretation of the Contract Documents, defects or deficiencies in the Work, the Owner will withhold such compensation and expense from the next payment due the Contractor and pay such amount to the Architect. The amount due the Contractor under the Contract shall be reduced by such amount.

9.8 SUBSTANTIAL COMPLETION

Add Clause to 9.8.2.1:

.1 If during the course of the Architect's inspection, the Architect discovers that the Contractor's list is deficient, fails to include a substantial number of items requiring correction or completion, the Architect may stop his or her inspection and return the list to the Contractor with instructions to prepare a revised list accurately reflecting the actual conditions of the Work. Upon making such a discovery, the Architect shall have no further duty to inspect until a corrected list is received from the Contractor. Under such circumstances, the Contractor shall promptly prepare a corrected comprehensive list of items to be corrected or completed or complete all deficient work not included on the Contractor's list before requesting a reinspection.

Add the following to Subparagraph 9.8.3:

The payment shall be sufficient to increase the total payments to 95 percent of the Contract Sum, less such amounts as the Architect shall determine for incomplete work and unsettled claims. The value for incomplete work and unsettled claims shall be determined by multiplying the estimated cost of each item, as determined by the Architect, by not less than two hundred percent (200%).

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add Clause 9.10.1.1:

.1 Final Payment, shall be due sixty-one days following the Date of the Architect's Final Certificate for Payment.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

Add Clauses 11.1.1.9 and 11.1.1.10:

.9 Liability Insurance shall be either Comprehensive General Liability Insurance or Commercial General Liability Insurance and shall include all major divisions of coverage including:

- .1 Premises Operations
- .2 Independent Contractor's Protective Liability.
- .3 Products and Completed Operations Liability.

- .4 Personal Injury Liability.
- .5 Contractual Liability, including specified provision for contractor's obligation under paragraph 3.18.
- .6 Owned, Non-Owned, and Hired Motor Vehicles Liability.
- .7 Broad Form Property Damage Liability, including Completed Operations.

.10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive rate shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

Add clause 11.1.2.1:

.1 The Insurance required by subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation:

(a) Statutory for the State of Indiana.

(b) Employer's Liability:

Bodily Injury by Accident:	\$500,000 per accident \$500,000 policy limit
Bodily Injury by Disease:	\$500,000 each employee

2. Comprehensive General Liability or Commercial General Liability:

(a) For Comprehensive General Liability Insurance;

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate limit
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate

(b) For Commercial General Liability Insurance:

\$1,000,000 each occurrence limit
\$2,000,000 general aggregate limit

(1) The general aggregate limit shall apply separately, in total, to this Project only.

3. Contractual Liability:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate limit
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate

4. Products & Completed Operations, maintain for not less than one (1) year after final payment:

- \$2,000,000 aggregate limit
5. Personal & Advertising Injury: \$1,000,000 each occurrence limit
- (a) Personal Injury Liability shall have the Employment Exclusion deleted.
6. Fire Damage: \$100,000 any one fire, limit
7. Medical Expense: \$5,000 any one person, limit
8. Business Automobile Insurance, including owned, non-owned and hired vehicles:
- (a) Split Limits of Liability:
- | | |
|------------------|---------------------------|
| Bodily Injury: | \$1,000,000 each person |
| | \$1,000,000 each accident |
| Property Damage: | \$1,000,000 each accident |
- (b) Combined Single Limit of Liability:
- Bodily Injury and Property Damage combined:
- \$1,000,000 each accident
9. Umbrella Excess Liability Insurance:
- \$2,000,000 each occurrence over primary insurance
- \$2,000,000 general aggregate over primary insurance
- \$2,000,000 products & completed operations aggregate over primary insurance
10. Contractor shall furnish a waiver of subrogation to Owner for Workers Compensation and General liability Insurance.

Add the following to Subparagraph 11.1.3:

If this insurance is written on the Comprehensive General Liability Policy form, the Certificate shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, use ACORD form 25-S and attach a completed AIA Document G715.

11.3 PROPERTY INSURANCE

Add the following to Clause 11.3.1.1:

The form of policy for this coverage will be Completed Value.

Add the following to Clause 11.3.1.3:

The property insurance is written with a deductible of \$1,000 per occurrence, as the designated amount. The Contractor shall be responsible for the deductible portion of any claim.

Delete Clause 11.3.1.4 and substitute the following:

.4 The Contractor shall provide insurance coverage for portions of the Work stored off the site, after written approval of the Owner, at the value established in the approval, and also for portions of the Work in transit.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Delete Subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source, provided they meet requirements of the State of Indiana, and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

.9 The Contractor shall deliver the required bonds to the Owner not later than five days following the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a letter of intent, the contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

Add the following new Paragraphs:

13.8 REQUIRED FORMS

13.8.1 The AIA documents and forms required by the Bidding and Contract Documents, may be purchased at the offices of the Indiana Society of Architects, 1200 S. Madison Ave., Suite 20, Indianapolis, IN 46225, (317) 634-6993, or Alco/Marbaugh, 121 West North Street, Indianapolis, Indiana 46204, (317) 632-4322.

ARTICLE 15 – CLAIMS & DISPUTES

15.4 ARBITRATION

Delete paragraph 15.4 Arbitration and substitute the following:

15.4 All claims, disputes, and other matters in questions between the Contractor and the Owner arising out of, or relating to this Agreement, the Project, the Work, the contract documents, or the breach thereof, may at the Owner's sole option, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and I.C. 34-57-2, as modified by this paragraph for 15.4. In the event that more than one claim, dispute, or other matter in question shall be in existence at the same time, the Owner may at its sole option decide' which of such claims, disputes or other matters in question shall be arbitrated and which shall not be arbitrated. No arbitrator shall be authorized to consider, decide, or make any award in any claim or matter which the Owner has determined shall not be arbitrated. The Owner shall have the right, but not the obligation, to invoke the following method of selection of arbitrators in lieu of that otherwise provided by the American Arbitration Associations rules: If the Owner so elects in its notice of demand for arbitration, the Owner may appoint one party-appointed arbitrators in its notice of demand for arbitration. If the Owner does so, the Contractor may, within ten (10) days, appoint a second party-appointed arbitrator. These two party-appointed arbitrators shall, within thirty (30) days, or such further time as may be agreed upon between the Owner and Contractor, appoint a third arbitrator. If the party-appointed arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed in accordance with the Construction Industry Arbitration rules of the American Arbitration Association or as ordered by the Monroe Circuit Court. The Owner may elect in its notice of demand for arbitration to have the discovery rights and procedures provided by either the Federal Rules of Civil Procedure or the Trial Rules of the State of Indiana to be available and enforceable within the arbitration proceeding. The locale for any arbitration shall be Monroe County, Indiana. The agreement to arbitration shall be specifically enforceable by the Owner. Any award rendered by the arbitrator(s) shall be final and enforceable by any party to the arbitration, and judgment may be rendered upon it in accordance with the applicable law of the State of Indiana. Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either of the parties under any contract document or agreement, Contractor shall carry on with the performance of its services and duties hereunder during the pendency of any matter in arbitration, or any other proceeding to resolve any claim, dispute, or other matter in question.

END OF SUPPLEMENTARY CONDITIONS

DOCUMENT 00 9000 – ESCROW AGREEMENT

(Contracts in excess of \$100,000.00)

This Escrow Agreement is made this _____ day of _____, 2018 between The Monroe County Public Library (The Owner), _____ (The Contractor), and _____ (The Escrow Agent).

Concurrently herewith, the Owner and the Contractor have entered into an Offer and Contract ("Contract"), which is in excess of \$100,000.00 dated _____ covering the CONTRACT NO. 1701, which is by this reference incorporated herein. Pursuant to the provisions of I.C. 36-1-12-14, the parties agree as follows:

1. To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Contract providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account(s). This Escrow Agreement shall have no application to payments withheld by the Owner pursuant to provisions of the Contract or otherwise, which are intended to protect the Owner from loss on account of: defective work not remedied; claims filed on reasonable evidence; failure of the Contractor to make payments when due to subcontractors, or for material or labor; reasonable doubt that the Contract can be completed for the balance then unpaid; damage to another contractor; failure or refusal of the contractor to prosecute the work in strict compliance with applicable progress schedules; any similar provisions; or for any other reason described in the General Conditions or other Contract provision between the Owner and Contractor. Additionally, this Escrow Agreement shall not be construed as a waiver of Owner's rights to said deposited funds as security or payment for damages which might become due Owner from Contractor under the terms of said Construction Contract.

2. The Escrow Agent shall promptly invest all escrowed principal. The selection of the investment shall be made by the Escrow Agent in its discretion.

3. The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account(s). The Escrow Agent shall deposit all funds and hold all investments in a separate escrow fund so that a quarterly accounting can be made to the Contractor of all deposits and investments made in such funds.

4. The Escrow Agent may commingle the escrow funds with other escrow funds or invested construction funds held by it pursuant to other escrow agreements or trust instruments to which Owner or Contractor are parties. To expedite the handling of the investments and reinvestments of the escrow funds, the Escrow Agent may cause all savings accounts, securities, obligations and investments (other than bearer instruments) to be registered in its own name, or in the name of its nominee or nominees, or in such form that title may pass by delivery.

5. The Escrow Agent shall hold all of the escrow funds and shall release the principal thereof only upon the execution and delivery to it of an escrow release or claim executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. Such release of escrow funds shall be no more than thirty (30) days from date of receipt by the Escrow Agent of the release executed by the Owner and Contractor. Income earned on the escrow funds shall not be released until the final withdrawal of principal.

DOCUMENT 00 9000 – ESCROW AGREEMENT

(Contracts in excess of \$100,000.00)

6. The Escrow Agent shall be compensated for its services from funds deposited to the Escrow Account as follows: ten percent (10%) of total income or \$500, whichever is greater, but in any event not to exceed 100% of income earned. This fee will be taken at the termination of the account.

(Owner) _____

By: _____

(Contractor) _____

By: _____

(Escrow Agent) _____

By: _____

END OF DOCUMENT