AGENDA UTILITIES SERVICE BOARD MEETING

Utilities Service Center Boardroom City of Bloomington Utilities 600 E Miller Dr Bloomington, IN 47401 Megan Parmenter, President Seth Debro, Vice President Jeff Ehman Amanda Burnham Jim Sherman Kirk White Molly Stewart David Hittle, ex officio Matt Flaherty, ex officio

This meeting may be attended electronically via Zoom by using the following link: Join Zoom Meeting <u>https://bloomington.zoom.us/j/81397676151?pwd=RXZnhgbKDYHJMrjXQQAJdT9miMMdGK.1</u> Meeting ID: 813 9767 6151 Passcode: 075929

Monday, December 2, 2024

5:00 p.m. Regular Meeting

- I. Call to Order
- II. Petitions and Communications*
- III. Approval of the Minutes of the Previous Meeting (November 18, 2024)
- IV. Approval of the Claims
 - a. Standard Invoices
 - b. Utility Bills
 - c. Wire Transfers
 - d. Customer Refunds
- V. Approval of Consent Agenda: \$21,200.00
 - a. Top Notch Services, LLC, \$21,200.00, Tree removal and cleanup at Winston Thomas. Service includes stump grinding and repairs to the surface of the property where needed
- VI. Request Approval of Agreement for Services with Cintas Matt Havey
- VII. Request Approval of Highway Utility Agreement for Reimbursement of Water Main Relocation for SR45/Arlington Road Project - Jane Fleig
- VIII. Request Approval of 2025 Residential Stormwater Grants Elizabeth Carter
- IX. Request Approval of Amendment to 2024 Salary Ordinance 23-25 for Appointed Officers, Non-Union, and AFSCME Employees - Chris Wheeler
- X. Old Business
- XI. New Business
- XII. Subcommittee Reports
- XIII. Staff Reports
- XIV. Petitions and Communications*
- XV. Adjournment

*Public Comment will be limited to 5 minutes per person

UTILITIES SERVICE BOARD MEETING 11/18/2024

Utilities Service Board meetings are available at CATSTV.net.

CALL TO ORDER

Board President Parmenter called the regular meeting of the Utilities Service Board to order at 5:04 p.m. The meeting took place in the Utilities Service Boardroom at the City of Bloomington Utilities Service Center, 600 East Miller Drive, Bloomington, Indiana.

Board members present: Megan Parmenter, Kirk White, Seth Debro, Jeff Ehman, Amanda Burnham, Jim Sherman, David Hittle

Board members absent: Molly Stewart, Matt Flaherty

Staff present: Katherine Zaiger, Matt Havey, Chris Wheeler, Hector Ortiz Sanchez, Matt Havey, James Hall, Dan Hudson, Bryan Blake, Mark Menefee, Steven Stanford, Garrett Towell, LaTreana Teague, Kevin White, Daniel Frank **Guests present:** None

PETITIONS AND COMMUNICATIONS: None

MINUTES

Ehman noted a spelling error in Aaron Pachecowe's name in the body of the text and requested it be corrected.

Board member Sherman moved, and Board Vice President Debro seconded the motion to approve the minutes of the 11/4/2024 pending correction. Motion carried, six ayes

CLAIMS

Sherman moved, and Debro seconded the motion to approve the Standard Invoices: Vendor invoices included \$195,485.62 from the Water Fund, \$600.00 from the Water Construction Fund, \$373,122.77 from the Wastewater Fund, \$58,636.97 from the Stormwater Fund.

Motion carried, six ayes. Total claims approved: \$627,845.36.

Sherman moved, and Debro seconded the motion to approve the Utility Bills:

Invoices included \$133,645.06 from the Water Fund and \$29,031.82 from the Wastewater Fund. *Motion carried, six ayes. Total claims approved:* \$162,676.88.

Sherman moved, and Debro seconded the motion to approve the Wire Transfers, Fees, and Payroll for \$467,418.36. Motion carried, six ayes.

CONSENT AGENDA

Zaiger presented the following items recommended by staff for approval:

a. Koorsen Fire & Security, Inc., \$4,338.29, Installation of intercom system in customer service area

- b. Monroe Owen Appraisal, Inc., \$2,500.00, Appraisal services for a portion located at 6570 S. Old State Rd. 37, related to Dillman Relief Sewer project
- c. Affordable Fence, Inc., \$5,000.00, Install fence for meter stations at Kinser Pike/W Skyline Dr. and S Walnut St./E Burks Dr.
- d. Title Plus, \$250.00, Title search for a portion of the property located at 6570 S Old State Rd. 37

Board member White requested that item A. be removed and discussed separately prior to approval.

Remaining items on the consent agenda were approved pending Controller approval. Total approved: \$7,750.00

Board member White moved, and Debro seconded the motion to approve the agreement with Koorsen Fire & Security, Inc.

White questioned how this agreement would affect CBU's ability to interact with its customer, which has been an ongoing concern with the USB. Zaiger noted that this contract will help close a gap in the current system. Customers are currently able to schedule an appointment or use their cell phones to call a number posted in the vestibule to meet with a customer relations representative. The addition of an intercom will allow customers without a cellphone the opportunity to reach a customer relations representative to arrange a meeting. White questioned if there would be a phone or a box in the vestibule that would be a direct line to a customer relations representative. Zaiger confirmed. Parmenter questioned if the system will provide a video feed. CBU - Customer Relations Manager Teague advised that the system will allow customers in the vestibule to communicate with the customer service and control room, and will provide a video feed. Parmenter noted that this system is similar to the security setup at Bloomington South High School and noted that this will allow customers to come into the CBU Service Center when there is a need for assistance, while also providing for the safety of CBU staff. White noted that this will be a great improvement.

Motion carried, six ayes.

REQUEST APPROVAL OF CHANGE ORDER NO.2 WITH CRIDER & CRIDER, INC. RELATED TO COMPLETION OF THE WINSTON THOMAS DEMOLITION

CBU Capital Projects Coordinator - White presented the change order, noting that the Winston Thomas site demolition and remediation has been completed. The change order provides a deduction of \$771,906.00 to adjust the final quantities and payment to Crider & Crider, Inc. giving a final cost of \$1,217,804.00.

Sherman moved, and Debro seconded the motion to approve Change Order No.2 with Crider & Crider, Inc. Motion carried, six ayes.

REQUEST APPROVAL OF RESOLUTION 2024-17 TO DESIGNATE PROPERTY AS WORTHLESS

CBU Assistant Director - Finance - Havey presented the resolution, noting that at a prior meeting the USB approved a similar resolution related to a polymer tank at the Dillman Wastewater Treatment Plant. After the tank was removed, staff determined that the remaining equipment in the building would be worth more if it was treated as scrap metal and so wished to deem the property worthless so that it can be disposed of as scrap.

Sherman moved, and Debro seconded the motion to approve Resolution 2024-17. Motion carried, six ayes.

REQUEST APPROVAL OF AGREEMENT FOR SERVICES WITH WESSLER ENGINEERING, INC.

CBU Utilities Engineer - Menefee presented the agreement for Wessler to create a tech memo to document all of the control systems, PLC's, and software at the Dillman plant. This is the first step in a larger project to update all the systems at the plant. Menefee advised that CBU will document the existing tech, then create a design contract, and finally a construction contract to complete the work. White questioned if Wessler will be advising CBU to ensure the proper cybersecurity methods are in place. Menefee confirmed, noting that part of this process includes making sure that all front end software is updated to the most recent version to ensure a higher level of cybersecurity, and there is language in the contract that specifies this.

Sherman moved, and Debro seconded the motion to approve the agreement for services with Wessler Engineering, Inc. Motion carried, six ayes.

REQUEST APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF BLOOMINGTON UTILITIES AND DEPARTMENT OF PUBLIC WORKS FOR UTILITIES INFRASTRUCTURE REPAIRS

CBU Director - Zaiger explained that the Memorandum of Understanding (MOU) between CBU and the Department of Public Works establishes a partnership where the Department will handle asphalt paving following CBU's repair projects. This agreement extends to both asset failure repairs and infrastructure replacement projects, including larger initiatives. While the Department of Public Works (DPW) will provide asphalt work, CBU will cover the cost of materials and fund four full-time positions at DPW. DPW will track the time spent to ensure these full-time equivalents are dedicated annually to CBU's repair work. White guestioned how CBU was currently handling paving work after the completion of a project. Zaiger advised that this agreement was unofficially made sometime last year, so DPW has already been paving behind most projects, noting that they provided paving for the recently completed work on Sare Rd. White questioned if CBU did the work in the past, or if the work was contracted out. Zaiger advised that CBU had a paving crew in the past, but CBU no longer performs that work. CBU Assistant Director - Hall advised that CBU previously had a crew of four employees that performed this work. CBU is now prioritizing the installation of new water mains and has pivoted the role of those four employees. Hall explained that the agreement outlines how the DPW will handle all asphalt, concrete, and related repair work following main breaks, water main replacements, culvert replacements, and sewer replacements. DPW will manage the entire

process, including digging out stone, applying concrete, and laying asphalt, as well as addressing any additional repairs such as curbs, sidewalks, or driveways affected by the work. For CBU, this arrangement eliminates the need to manage paving directly, as DPW will oversee repairs to their own assets. This collaboration aims to reduce delays during winter months when main breaks often outpace repair capacity. With this system, DPW will maintain a clear list of required spring repairs when asphalt plants reopen, alleviating CBU's previous struggles with handling large cuts or contracting out asphalt work. White noted that the MOU makes sense given that DPW has the specialized equipment and skills needed for the work. Hall agreed and noted that CBU considered bringing on another crew to do more infrastructure work, but the cost of equipping another crew is not as cost effective as simply paying the wages for a DPW crew which will have all the necessary equipment on hand. White noted that this will also help better coordinate citywide paving projects between both departments. Burnham guestioned if the four positions will be dedicated to CBU work, or if these positions could potentially be pulled to other projects or work. Zaiger explained that while there is no guarantee the four funded positions at DPW will always be solely dedicated to CBU main breaks or other projects, the arrangement accounts for this by including support for larger infrastructure projects. DPW will deploy larger crews for these projects, utilizing more than four individuals when needed. The focus is on the total equivalent hours dedicated to CBU projects rather than specific personnel. This ensures that the time spent on CBU-related work collectively aligns with the commitment represented by the four full-time positions. Burnham noted that there was no specific number included in the MOU and questioned if DPW will be posting for four new positions, and guestioned how much that translates to in cost to CBU. Hall noted that he was uncertain of the total amount and advised that CBU could look at the cost for current staff to determine an estimated amount. Debro noted that DPW's staffing cost should be the number used to determine the estimate. Burnham questioned if CBU will be covering the cost of benefits as well. Zaiger confirmed. Burnham advised that she would need to see a number before voting to approve. Sherman questioned if this would essentially provide for 160 hours of work per week. Hall confirmed. Sherman questioned if CBU really has that much of this specific type of work that needs to be completed each week. Hall advised that CBU will be able to track the amount of work that is being completed by DPW using the CityWorks app that CBU uses to track all work orders. All DPW's hours will be tracked and reviewed at the end of next year to assess the viability of this type of agreement. Sherman noted that if it only ends up being 80 hours worth of work per week, then DPW will receive payment for hours that have not benefited CBU, and noted that CBU should have a reasonable estimate for how much time was dedicated to this type of work in the past Hall noted that CBU had a full time crew that was previously dedicated to this type of work and they were unable to provide support on other infrastructure projects because of workload. Their time was concentrated on all the types of work outlined in the MOU. Zaiger noted that this was the logic behind the number of hours allocated in this MOU. Parmenter noted that if the crew was staffed internally, there is a possibility that if there was no paving work to complete, then they could provide support to other projects. Hall advised that labor costs were not the only consideration. The accumulating expenses of adding a crew, specifically related to purchasing, operating, and maintaining the necessary equipment, along with crew management were all factors that were taken into account when considering the MOU. Zaiger It reiterated that concerns about whether DPW would dedicate sufficient time to

CBU's projects led to discussions with Adam Wason at DPW about involving larger crews for bigger infrastructure projects. This approach aims to ensure the total hours worked align with the commitment, even if not always by the four specific funded positions. For instance, DPW deployed six crew members on overtime to complete the Sare Road asphalt job on the previous Friday, ensuring the road reopened promptly. DPW also supported the Spicewood project with a large crew. Burnham noted that the time tracking issue has come up with the USB before and when Board members questioned the legitimacy of the numbers provided and questioned if there was a better way of auditing this type of agreement, especially since this would be a first for this type of MOU. Hall noted that so long as DPW uses the Cityworks application, CBU should be able to easily track the hours dedicated to this work. Ehman noted that item number four in the MOU states "it is an assumption between both parties that Streets will not need to devote more than four full-time equivalent hours" adding that it is written in a way that protects DPW from having to devote more than four people. Ehman noted that there is no time limit on the current draft of the MOU and added that it would behoove CBU to revisit this MOU after the first year, audit the numbers and ensure that it is in CBU's best interest to keep the agreement in place. Ehman also noted that it would be good to know the specific cost of the equipment that CBU would not have to incur on a yearly basis. Hall advised that the normal cost for a dump truck is \$175,000.00 and each crew has two, plus the large annual maintenance cost that comes with a dump truck. A crew would also have a service truck that usually cost close to \$125,000.00. This does not include the cost of digging equipment. Burnham noted that she would like to know the human cost for the MOU that CBU is potentially agreeing to. Parmenter agreed and added that she would also like to see the agreement date bound to a one year period that would allow CBU to reevaluate. Parmenter guestioned if CBU projects would be prioritized since CBU is paying the salaries for the four employees. Hall confirmed and noted the work recently completed on Sare Rd in which DPW worked to accommodate CBU's work schedule and mobilized a crew on a day in which they are typically off to ensure the road was opened to the public in a timely manner. Parmenter requested that Hall keep some type of record of the work DPW completes for CBU following the approval of the agreement to help evaluate this agreement next year. Hall noted that so long as DPW is using the Cityworks application, there will be searchable work orders that can be used to create a report and assess the program. Parmenter questioned how DPW will be notified. Hall advised that they will be notified through Cityworks, and DPW has a person on staff who monitors the application for work orders. Ehman suggested an early review of the program to ensure that CBU is able to capture the data necessary to determine if the program is working as intended. Hall acknowledged that CBU will need to request the proper permissions to access tracked labor hours in Cityworks, but it should not be an issue.

Parmenter moved, and Sherman seconded the motion to table the Memorandum of Understanding between City of Bloomington Utilities and Department of Public Works for Utilities Infrastructure Repair. Motion carried, six ayes.

OLD BUSINESS: Ehman requested an update on how the leaf cleanup process is going so far, given that this is CBU's first year dealing with the responsibility. Zaiger noted that CBU has been receiving UReports for clogged storm drains and has been cleaning them out. CBU has also been in communications with the DPW regarding trouble spots in the city that have hot spots in

the city where leaves tend to accumulate and how best to deal with those areas. CBU has also been in communication with the Parks and Recreation Department to discuss maintenance of trees that are managed. Zaiger noted that a more thorough report could be given in two weeks during staff reports. Ehman guestioned if CBU is currently collecting the leaves that are blocking storm drains, or moving it back onto the curb. Zaiger was uncertain. Hall noted that it depends on the situation. In some areas homeowners have raked all their leaves out into the right-of-way and in those cases CBU has cleared them from the right-of-way. CBU has attempted to use some equipment such as vac trucks to remove leaves in some areas, but leaves clog the equipment that CBU uses, so that is not a viable option. Hall noted that if CBU knows the debris will remove debris from storm inlets, but in cases where there is a long pile of leaves that has been moved to the street, CBU has contacted DPW to help address some areas. In other cases CBU has racked the leaves back onto the curb, or back into the tree plot, or yard. Parmenter noted that she was appreciative of the help DPW were willing to provide to CBU regarding this matter, and if the previously discussed MOU is eventually approved, perhaps situations such as this would be another area that the DPW employees that CBU would be financing could be allocated when there is not paving work to be completed.

NEW BUSINESS: Burnham noted that the USB will need to have an Administrative Subcommittee prior to the end of year in order to elect officers and subcommittee placements. Frank confirmed and noted that an Administrative Subcommittee meeting will be added to the schedule. Havey advised that the amendment to the service agreement with Tyler Technologies was included in the meeting packet. Havey noted that it does not require a vote but the board might wish to see the language as it is related to CBU no longer paying for credit card fees when customers use their credit cards to make payment. Parmenter thanked staff for all the effort that has gone into making this change, along with customers who may have to change their preferred payment method. Parmenter noted that this cost saving measure is in the long-term interest of CBU. Debro questioned if CBU had received customer feedback regarding the change after the notification was sent out with the previous billing. Havey advised that he had received minimal feedback. Teague noted that a lot of customers have questioned if the policy had already taken effect, or how the next process will work. Other customers questioned if their bank transfer payments would be charged a similar fee. Along with these questions there has been a large jump in customers signing up for automatic payment using banking information. Teague noted that this is mostly seen among customers with a consistent payment history. Teague noted that there has not been feedback from customers who are delinquent in payment, but that is expected once the change takes effect in January of next year. Parmenter thanked Teague and the Customer Relations group for their efforts in dealing with customer concerns related to this transition.

SUBCOMMITTEE REPORT: White reported that the Property and Planning Subcommittee convened today ahead of the regular meeting to review updates and discuss several key initiatives. The first topic was the ongoing inventory of backup generators across the system's buildings and lift stations. Staff are identifying vulnerabilities and planning future enhancements to generator capacity for improved power outage resilience. Discussions also covered ownership, responsibilities, and future planning for Lake Griffy and Lake Lemon. The committee then addressed the need for additional land at the Dillman Wastewater Treatment Plant to

create a relief area for interceptors, with plans to acquire approximately 20 acres to mitigate overflow risks. Progress at the Winston Thomas site was also reviewed, highlighting successful demolition efforts and restoration of the space for future use. Relatedly, a proposal to allocate 1.2 acres at the site for a Bloomington Fire Department training facility is under active consideration. The meeting concluded on a positive note, reflecting substantial progress on multiple fronts, with plans for a follow-up meeting next month.

STAFF REPORTS:

Zaiger presented the following:

New employees:

- Bryce Banks has joined Meter Services as a Meters Serviceperson

Congratulations go to these employees:

- Kenneth Larmon Specialized Crew Leader in T&D, successfully earned the IDEM certification for Distribution Systems Large
- Tyler Steury, Superintendent at Blucher Poole, has completed and earned the Wastewater Collection System Class IV certification
- Brian Shipley, Kedrick Hardin, and Tanner Carter, Camera Truck Operators in T&D, attended the three-day NASSCO Certification Training Event
- INAWWA Hurty Award Recipients recognized for 2024. In cooperation with IDEM a certificate and pin are awarded at 25 years and then a pin for every five years of service after. This year the following CBU employees are recognized:
 - Chris Vaughn Water Plant Operator Monroe 40 Years
 - Maurice Lagneaux Lift Station Mechanic 35 years
 - Larry Hardin Assistant Superintendent (Wastewater) 35 years
 - Phillip Oakley Meter Service Person 25 Years
 - Jason Eller Assistant Maintenance Superintendent Monroe 25 Years
 - Kim Trotter Meter Services Representative/Management Technician Service Center - 25 Years

ADJOURNMENT: Parmenter adjourned the meeting at 5:48 pm

Megan Parmenter, President

Date

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
2NDNATURE Software, INC	23-984-07	D24-140 - Street Sweeping Routing Plan to 06/28/24 - ENV	9,121.75				9,121.75
A&M Graphics (Baugh Fine Print and Mailing)	43504M	Printing & mailing of Oct 2024 water / wastewater bills-ACCT	16,465.72	6,586.29		9,879.43	
A&M Graphics (Baugh Fine Print and Mailing)	43512M	Project notification letters for Sare Rd Culvert - ADMIN24-090	550.58				550.58
A&M Graphics (Baugh Fine Print and Mailing)	43538M	Printing "unknown pipe materal" service line letters-ADMIN24- 091	8,081.64	3,232.66		4,444.90	404.08
Amazon.com Sales, INC (Amazon.com Services LLC)	13LD-7MYF-NLJM	ENG24-079 - TNC whip antenna	94.99	38.00		56.99	
Amazon.com Sales, INC (Amazon.com Services LLC)	16KQ-FV9N-DDPF	PUR24-474- Marking stick	461.50	184.60		253.82	23.08
Amazon.com Sales, INC (Amazon.com Services LLC)	1CGG-V1TL-4F7X	PUR24-419-Crastman tool box organizer	119.92	47.97		65.95	6.00
Amazon.com Sales, INC (Amazon.com Services LLC)	1D76-Y1WQ-1NGH	PUR24-486 - Charger for dell 130W laptop USB C type C	83.67	33.47		50.20	
Amazon.com Sales, INC (Amazon.com Services LLC)	1GDF-XGH9-4161	TD24-593 - Breathable stockingfoot chest fishing waders	159.99	64.00		87.99	8.00
Amazon.com Sales, INC (Amazon.com Services LLC)	1MKX-RPTJ-1RKG	TD24-607 - Big and tall office chair-Paul	279.65	111.86		153.81	13.98
Amazon.com Sales, INC (Amazon.com Services LLC)	1Q7H-W6V9-CP4G	ADMIN24-066-4 Quart plastic container	4.99	2.00		2.99	
Amazon.com Sales, INC (Amazon.com Services LLC)	1QF7-C94C-DHTQ	TD24-442-Muck boots arctic LI extreme conditions rubber- TBruce R	83.00	33.20		45.65	4.15
Amazon.com Sales, INC (Amazon.com Services LLC)	1QHF-TMVH-9PT4	PUR24-351-GOJO premium foam hand soap 2/pk	222.12	88.85		122.16	11.11
Amazon.com Sales, INC (Amazon.com Services LLC)	1TRR-LJYW-1946	PUR24-086 - 4 Step ladder with handrails	89.99	36.00		53.99	
Amazon.com Sales, INC (Amazon.com Services LLC)	1WP6-FQXJ-91MD	ADMIN-066 - Storage containers for consevation water games K 12	47.53	19.01		28.52	
Amazon.com Sales, INC (Amazon.com Services LLC)	1XJ3-1PPF-WTCP	ENV24-230-3M P100 respirator cartridge filter	33.31	13.32		19.99	
Arcadis U.S., INC	34464000	W21-4508-Lead Svs Line Inventory Assistance & Modeling- ENV24-210	2,965.00	2,965.00			
Atlanco of South Carolina, INC	2472156	Defoamer - 281 Delivered 11/06/24 - Dillman - PUR24-002 - DR				6,819.87	
Barry Company, INC	119014	Pipe pvc 1x20 (10), washer, slip joint, adaptors - MM24-172	98.31	98.31			
BBC Pump And Equipment Company, INC BBC Pump And Equipment Company, INC	30089056 30089057	LS24-085 - Replace pump #1 at Karst Park lift statior LS24-087 - Knightridge LS pump replacement for broken housing	<u>11,713.00</u> 11,713.00			<u>11,713.00</u> 11,713.00	
BEC Enterprises LLC (Brown Equipment Company)	INV29333	ENV24-245 - Yoke-vac-shop supplies-small hydro vac truck repair	1,102.20	440.88		606.21	55.11
Black Lumber Co. INC	589515	Summer gallon bar oil (2) for chainsaw - truck #636 - TD24- 608	35.98	14.39		19.79	1.80
Brehob Corporation	I-00001905	MM24-029 - Labor-service/parts/material-field service mileage	1,904.64	1,904.64			

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
	-	-					
Brehob Corporation	I-00011184	MM24-143 - Field service labor - field service mileage	507.00	507.00			
Brehob Corporation	I-00011840	MM24-143 - Electrical cable - air hose - tri v	1,785.00	1,785.00			
Brehob Corporation	1 00012221	MM24-148- Main plaint air compressor Quincy QGD 40-labor-	3,432.32	3,432.32			
	I-00013231	parts	050.40			050.40	
Brehob Corporation	1 00012255	BP24-343 - Heat exchanger replacement parts for air	859.48			859.48	
Pushah Coursentier	I-00013355	compressor	425.00	425.00			
Brehob Corporation	I-00013365	MM24-143 - 1 month 28 day rental -electrical cable-air hose	435.00	435.00			
Brenntag Mid-South, INC	1-00015505	Sodium Hydroxide-44,980 Delivered 10/01/24 - Monroe - PUR24	8,546.20	8,546.20			
Bieliniag i na Souar, Inc	BMS777962	007	0,510.20	0,510.20			
Brenntag Mid-South, INC	BHIOTTYTE	Sodium Hydroxide-44,960 Delivered 11/13/24 - Monroe - PUR24	8,542.40	8,542.40			
	BMS803530	007	0,012110	0,5 121 10			
Brightview Holdings, INC (Brightview		Lawn service for various CBU locations til 09/01/24 - PUR24-	7,477.00	2,990.80		4,112.35	373.85
Landscapes)	9059747	188	.,	_,		.,	
BSA Environmental Services, INC		Phytoplankton Analyses (2) Cynaotoxin Suite (2) ENV24-265	2,302.00	2,302.00			
	COB 24-21						
BSA Environmental Services, INC	COB 24-22	Phytoplankton Analyses (6) Cynaotoxin Suite (1) ENV24-266	2,303.00	2,303.00			
BSA Environmental Services, INC	COB 24-23	Phytoplankton analysis with biovolume (2) - ENV24-267	576.00	576.00			
Central Supply Company, INC	S101127497.001	BP24-348- Spears PL-030 3 PVC clear sch 40 pipe 10ft	1,865.67			1,865.67	
Central Supply Company, INC		BP24-386 - PVC 90 elbow, 2" x 20" PVC pipe, 2in hayward valve	266.10			266.10	
	S101142494.001						
Central Supply Company, INC	S101142494.002	BP24-386 - Spears 2 x 1 PVC Red Coupling	12.51			12.51	
Central Supply Company, INC		DM24-169-NIBCO 3" Copper pipe cap-3" water line cap polymer	· 57.19			57.19	
	S101149098.001						
Chemtrade Chemicals Corporation		Alum Sulfate - 11.822 @ 635.00 - delivered 11/05/24 - MN	7,506.97	7,506.97			
	90168730		7 959 76	7 9 5 9 7 6			
Chemtrade Chemicals Corporation	00170146	Alum Sulfate - 11.576 @ 635.00 - delivered 11/08/24 - MN	7,350.76	7,350.76			
Chamturdo Chamierle Courseution	90170146	Alum Culture 11.04C @ C2E.00 delivered 11/12/24 MN	7 522 21	7 522 21			
Chemtrade Chemicals Corporation	90171545	Alum Sulfate - 11.846 @ 635.00 - delivered 11/13/24 - MN	7,522.21	7,522.21			
Clark Dietz INC	50171515	D24-138 - Stormwater Review Standard Updates Assistance -	2,283.60				2,283.60
	442688	ENG	2,205.00				2,205.00
Core & Main, LP	U739316	PUR24-163A - Expansion con-exon dual check	978.90	978.90			
Core & Main, LP	V331400	PUR24-316 - HYMAX coupling 12" W/restraint	1,622.00	1,622.00			
Core & Main, LP		PUR24-091 - HYMAX coupler-3/4 ranger-1" ranger-1 1/2 ranger	2,450.00	2,450.00			
	V341306						
Core & Main, LP	V791632	PUR24-442 - CPLG no lead-brass-90 bend-blue copper	2,130.81	2,130.81			
Core & Main, LP	V845514	PUR24-163A - Expansion con-exon dual check	6,274.56	6,274.56			
Core & Main, LP	V879329	PUR24-453 - Ball curb	539.22	539.22			
Core & Main, LP	V931368	TD24-275 - 520M single port torch coupler radio	16,400.00	6,560.00		9,840.00	
Ditch Witch of Illinois	SIM-671	TD24-548-Ditch witch extended warranty-2 years	4,906.00	1,962.40		2,943.60	
Donohue & Associates INC	14144-20	W22-4619-Monroe WTP Chemical Feed Lines Design to 11/09/24 - ENG	14,757.50		14,757.50		
Donohue & Associates INC		W23-4700 - Monroe Backwash Pump & Tank upgrade to	10,470.00		10,470.00		
	14199-08	11/09/24-ENG			-		
E&B Paving, INC	30061260-B	Asphalt - CBU Portion - 10/22-10/23/24 - TD	252.88	252.88			

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Emergency Radio Service LLC (ERS-OCI Wireless)	503221	TD24-193 - Beacon dome - system installation - freight	629.50	251.80		346.22	31.48
Emergency Radio Service LLC (ERS-OCI Wireless)	504531	TD24-193-Micropulse dual-grill bracket-finder well-5-degree wedg	4,500.76	1,800.30		2,475.42	225.04
Emergency Radio Service LLC (ERS-OCI Wireless)	506039	Credit memo for returned items - TD24-193	(189.76)	(75.90)		(104.37)	(9.49)
Eurofins Eaton Analytical, INC	8100112265	Testing - TTHM & HAA5 analysis for drinking water - DL24-085	1,719.00	1,719.00			
Fastenal Company	INBLM236711	Epoxy adhesive w/anchor nozzle - DM24-160A	137.80			137.80	
Fastenal Company	INBLM236716	Ace Wrap 2"x5 yds (qty 10) - PUR24-401	24.84	9.94		13.66	1.24
Fastenal Company	INBLM236731	Wedge anchors (qty 25) - DM24-166	61.50	5151		61.50	112 1
Ferguson Enterprises, INC	B263605	PUR24-383-8" Sewer pipe-4" mission coupling PL-4" mission CL	. 725.52	725.52		01150	
First Financial Bank / Credit Cards	TD24-239	TD24-239 - INAWWA conf fee - Matt Kinser	128.75	51.50		70.81	6.44
First Financial Bank / Credit Cards	TD24-596	TD24-598-Hampton Inn Hotel - Brian Shipley	341.55	136.62		187.85	17.08
Gripp, INC	7903	S24-6804 - Flow Monitoring Equipment Maintenance - ENG	5,674.46			5,674.46	
HD Supply Facilities Maintenance, LTD (USABlueBook	FTI CN011901	Credit memo for price discrepancy on INV00523016 - DR24- 120	(20.96)			(20.96)	
HD Supply Facilities Maintenance, LTD (USABlueBook	 INV00102025-B	DR23-074-Vis black base-cap kit for Hach- pHD sensors	1,593.65			1,593.65	
HD Supply Facilities Maintenance, LTD (USABlueBook	INV00425773	BP24-256 - 42" Reflective cone w/base 2 piece	191.80			191.80	
HD Supply Facilities Maintenance, LTD (USABlueBook	INV00514783	DR24-119 - HACH DPD for 10 mL sample	278.17			278.17	
HD Supply Facilities Maintenance, LTD (USABlueBook	INV00533175	DR24-119 - Room thermometer	70.25			70.25	
HD Supply Facilities Maintenance, LTD (USABlueBook	INV00537812	DL24-087 - Ammonia test-TNT ammonia test-HR ammonia reagent	2,380.21			2,380.21	
HNTB Corporation	16-84587-DS-001	S23-6701 -Catalent Sewer Infrastructure to 09/27/24 - ENG	8,830.75			8,830.75	
Hoosier Networks LLC	HNET213	TD24-600 - Break fix-broken fiber-damage in Spicewood Ln	35,193.88	35,193.88			
Indiana Underground Plant Protection Service, INC	INV-08304	Monthly per ticket fee for line locates - October 2024 - TD	2,257.20	902.88		1,354.32	
Industrial Service & Supply, INC	84645	Female coupler 1/2" (qty 2) for hydro truck - ENV24-273	38.20				38.20
Industrial Service & Supply, INC	DM24-156	DM24-156- Cam-lock - s/s band-it clamp-crimp charge	700.33			700.33	50.20
Irving Materials, INC	11494374	Concrete - Water - W Coolidge - 10/17/24 - w/o 27903 - TD	687.50	687.50		700.55	
Irving Materials, INC	11497644	Concrete - Water @ Piper Lane - 10/24/24 - w/o 28234 - TD	810.00	810.00			
Irving Materials, INC	11499990	Concrete - Water @ 7470 S Shields Ridge - 10/30/24 -w/o 28488-TD	2,461.50	2,461.50			
Irving Materials, INC	11500700	Concrete - Water @ E 2nd St - 10/31/24 - w/o 30953 - TD	976.25	976.25			
Irving Materials, INC	11503188	Concrete - Water @ 3928 Emilie Ct - 11/07/24 - TD	702.50	702.50			

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Irving Materials, INC		Concrete - Water @ 7470 S Shields Ridge - 11/08/24 -w/o	7,324.00	7,324.00			
	11503868	28488-TD	,				
Irving Materials, INC	11505095	Concrete - Water @ 1st St - 11/12/24 - w/o 31160 - TD	647.00	647.00			
Irving Materials, INC	11505096	Concrete - Water @ 816 S Fess - 11/12/24 - w/o 31097 - TD	702.50	702.50			
IU Health OCC Health Services	00163071-00	Audio hearing tests for Utilties employees -10/08/24- LS24-101	1,480.00	547.60		932.40	
IU Health OCC Health Services	00163075-00	Audio hearing test for 1 Monroe employee - 10/08/24 - MM24- 171	37.00	37.00			
IU Health OCC Health Services	00163120-00	Audion hearing test for 1 T&D employee - 10/09/24 - LS24-101	37.00	14.80		22.20	
IU Health OCC Health Services	00163208-00	Audio hearing test for 1 Blucher employee - 10/18/24 - BP24- 036	37.00			37.00	
IU Health OCC Health Services	00163567-00	Audio hearing test for 1 Dillman employee - 11/06/24 - DR24- 128	37.00			37.00	
IU Health OCC Health Services	00163790-00	Audio hearing tests for 2 Dillman employees-11/14/24 - DR24- 130	74.00			74.00	
IU Health OCC Health Services	DR24-127	Audio hearing test for 6 Dillman employee - 10/09/24 - DR24- 127	222.00			222.00	
Jack Doheny Companies, INC	229030	Credit memo for returned seal kit and repair - TD23-868	(1,253.74)	(501.50)		(689.56)	(62.68)
Jack Doheny Companies, INC	247003	TD24-606 - Camera lift repair for unit #549	1,921.08			1,921.08	
JCI Jones Chemicals, INC	955170	Sodium Hypochlorite 4,507 delivered 11/06/2024-Monroe PUR24-012	7,639.37	7,639.37			
John Deere Financial f.s.b. (Rural King)	109605	Pens, ratchet, hammer - TD24-604	65.97	26.39		36.28	3.30
John Deere Financial f.s.b. (Rural King)	176010	Duracell batteries AA - 2 pkgs - MM24-167	29.98	29.98			
John Deere Financial f.s.b. (Rural King)	176664	Poly ball valves for cleaning totes & barrels - BP24-408	104.97			104.97	
John Deere Financial f.s.b. (Rural King)	176692	Light and repair parts for rain guardian - ENV24-272	214.14				214.14
John Deere Financial f.s.b. (Rural King)	245917	Female Coupling, 2" coupling, 2" male coupling - BP24-404	44.97			44.97	
John Deere Financial f.s.b. (Rural King)	303801	Rubber boots for Bryce Banks - TD24-614	97.46	38.98		58.48	
K&S Rolloff, INC	74455	Roll-off pull fee for dumpster - 10/29/24 - ACCT24-066	250.00	100.00		150.00	
K&S Rolloff, INC	74776	Street Sweeping Waste Hauling - 11/07/24 - ENV24-271	250.00				250.00
Kedrick Hardin	TD24-595	Travel reimb - Per Diems - NASSCO in Detroit - TD24-532	249.00	99.60		136.95	12.45
Kent Crozier (Analytical Environmental Laboratory)	104112	Testing - Odor & taste contaminants (6)-10/4-10/17/24-ENV24- 268	1,155.00	1,155.00			
Kent Crozier (Analytical Environmental		Testing - Odor & taste contaminants (10)-10/4-10/17/24-ENV24	1,465.00	1,465.00			
Laboratory)	104113	269		-			
Kirby Risk Corp	0740-1025681	Miniature circuit breaker for Oolitic LS - LS24-103	93.19			93.19	
Kirby Risk Corp	S210598298.001	SCH 40 STD 90deg Elbow (qty 6) - DM24-170	6.23			6.23	
Kirby Risk Corp	S210604900.001	Heater elements (2) for overload relay @ Oolitic LS - LS24-102	197.73			197.73	
Kirby Risk Corp	S210614191.001	Fuses for South Central Booster - LS24-105	176.34			176.34	
Kirby Risk Corp	S21596509.001	GFI plug covers - BP24-399	61.92			61.92	
Kleindorfer's Hardware LLC	763138	Misc nuts to repair telescopic valve - BP24-402	22.58			22.58	
Kleindorfer's Hardware LLC	763270	Gauge, plug, coupler, bushing & misc - TD24-584	30.94	30.94			
Kleindorfer's Hardware LLC	763380	Cutting wheels, hooks, cut tool, nipple, tube cutter - TD24-584	211.50	84.60		116.33	10.57
Kleindorfer's Hardware LLC	763495	Surge protectors (2), 1/2 hp wayne pump - MM24-169	433.96	433.96			

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Kleindorfer's Hardware LLC	763503	Cut off blade (2) - BP24-406	42.98	1		42.98	
Kleindorfer's Hardware LLC	763711	Brass 90's, bells, pipe, tees, ball valve, caps - PUR24-480	99.24	39.70		54.58	4.96
Kleindorfer's Hardware LLC	763712	Brass couplings, bushings, pipe, plugs, 45's, battery -PUR24- 480	173.20	69.28		95.26	8.66
Kleindorfer's Hardware LLC	763765	Male adapters (6) - MM24-173	4.14	4.14			
Kleindorfer's Hardware LLC	763806	Sch 40 PVC Pipe 1 1/2" (2), PVC fittings - BP24-409	76.18	1.1 1		76.18	
Kleindorfer's Hardware LLC	763976	Hole saw (2), Pilot bit - BP24-413	50.17			50.17	
Kleindorfer's Hardware LLC	764750	Bungee cords (15) - PUR24-480	35.85	14.34		19.72	1.79
Kleindorfer's Hardware LLC	764999	Bolts & nuts for hydrant repair - TD24-620	36.60	36.60		19.72	1.75
Kokosing Industrial, INC	25847-008	S23-6711 - Lift Station Improvements Project to 10/31/24 - ENG	336,234.95	50.00		336,234.95	
Kriste Jo Lindberg	ENV24-187	Travel reimb-per diems - 2024 Severe Weather Symposium- ENV24-187	35.19	14.08		19.35	1.76
Layne Christensen Company	2832669	MM24-144 - Shop labor and equipment to inspect HSP #1	2,700.00	2,700.00			
Logan Poindexter (Poindexter Metal Design)	508	TD24-611 - Meter key handles - shovel racks - branding iron	3,460.00	1,384.00		1,903.00	173.00
MacAllister Machinery Co, INC	R67612886202	Equipment (Excavator) rental for University Sewer - TD24-507-	8,666.00			8,666.00	
MacAllister Machinery Co, INC	R67620799501	Hammer rental for water - 11/13-11/15/24 - TD24-613	1,280,42	1,280,42			
Midwest Color Printing, INC	INV-21599	Business cards for Shane Ira @ Monroe - ADMIN24-092	79.58	79.58			
Milestone Contractors, LP	D23-137 #8	D23-137 - Clear Creek Culvert to 10/31/24 - ENG	98,104.71				98,104.71
Monroe County Government	20241003-COBU	Misc copies made by Engineering Dept - September 2024 - ENG	39.00	15.60		23.40	
Monroe County Government	ENG24-081	Record water line easement-1055 S Fieldcrest Ct - ENG24-081	25.00	25.00			
Northern Safety Co., INC	906530086	DR24-126 - Foamflex gloves med-large-x-large-cotton gloves	148.58			148.58	
Nugent, INC (Utility Supply Company)	1495212	Credit memo for vestal small pent nuts for covers - PUR24-384	(133.25)	(133.25)			
Nugent, INC (Utility Supply Company)	1495818	PUR24-384 - Tyler small pent nut for meter covers	266.50	266.50			
Nugent, INC (Utility Supply Company)	1496748	PUR24-289 - Adapter ring-monitor cover flange 20"x30"	442.70	442.70			
Nugent, INC (Utility Supply Company)	1501922	PUR24-143 - 2" flanged meter 90 ELI x FIP	801.96	801.96			
Nugent, INC (Utility Supply Company)	1503085	PUR24-476 - 3/4 Mueller cts comp x mip bend-ford 1" QJ cts	1,395.20	1,395.20			
Nugent, INC (Utility Supply Company)	1503086	PUR24-469 - 12" Ultra encapsulated sleeve 12 62-13.56	2,444.51	2,444.51			
Nugent, INC (Utility Supply Company)	1503087	PUR24-459 - 3 SCH 40 Belled end 20 ft	208.80	208.80			
Nugent, INC (Utility Supply Company)	1503089	PUR24-444 - Gasketed sewer cap-GSKT 11 degree elbow	714.23	714.23			
Nugent, INC (Utility Supply Company)	1503090	PUR24-445 - Gasket 11 degree elbow - bell x spigot	660,48			660.48	
Nugent, INC (Utility Supply Company)	1503091	PUR24-475 - Sewer saddle fits 8in	1,163.52			1,163.52	
Office Depot, INC	390945290001	Erasables, planner, wall calendar, deskpads, markers - DR24- 123	310.95			310.95	
Office Depot, INC	392475248001	Markers (2 boxes) - MN24-196	61.58	61.58			
Office Depot, INC	392476244001	Daily planner, monthly planner, post-it notes (2pk) - MN24-196	70.98	70.98			
Office Depot, INC	392476247001	KB Mouse Combo - MN24-196	42.39	42.39			
Office Depot, INC	393277543001	Locking dropbox (5) suggestion boxes - ADMIN24-082	434.95	173.98		239.22	21.75
Office Depot, INC	393277544001	Plastic clipboards (6), cork board (2) - ADMIN24-082	158.82	63.53		87.35	7.94

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Office Depot, INC	393364445001	Toner for HP laseriet, high yield toner 26x - MN24-198	243.11	243.11			T
Office Depot, INC	393364450001	Imaging drum for printer - MN24-198	139.79	139.79			
Office Depot, INC	393462348001	Plotter paper (4 rolls) for Engineering Dept - ENG24-078	324.76	129.90		178.62	16.24
Office Depot, INC	393767257001	Towels, tissue, c-fold towels, self-inking stamp - DR24-122	189.79			189.79	
Office Depot, INC	393767258001	Styrofoam cups (1 CT), mechanical pencils (1 dz) - DR24-122	127.69			127.69	
Office Depot, INC	394055571001	Cleaner, post-its, markers, memo pads, util knife - DR24-125	162.56			162.56	
Pace Analytical Services, INC	2450250796	Pretreatment sampling - IU Regional Hospital - ENV24-255	305.22			305.22	î
Pace Analytical Services, INC	2450251552	Pretreatment sampling - The Foundry - ENV24-256	454.00			454.00	
Pace Analytical Services, INC	2450252366	Total Nitrogen analysis - Required for NPDES permits - DL24- 083	183.50			183.50	
Paragon Micro, INC	S5178679	Adobe Acrobat, Creative Cloud All Apps - #243575	1,444.98	577.99		794.74	72.25
Price Electric, INC	39529	TD24-363 - Boring-consult-wire-breaker Kinser Pike-install power	6,560.00	2,624.00		3,608.00	328.00
Quality Supply & Tool Co INC	314609-00	Credit memo for returned NPT Universal Dies - DM24-086	(491.12)			(491.12)	
Quality Supply & Tool Co INC	318004-00	DS24-011-Safety glasses	24.72			24.72	
Quality Supply & Tool Co INC	318299-00	PUR24-436 -Wipes-towels-anti-fog lens-frame lens-gloves sm-lg 1,546.32 618.53		850.48	77.31		
Quality Supply & Tool Co INC	319047-01	TD24-560 - Socket set - alloy swivel hook with balls	188.15	75.26		103.48	9.41
Quality Supply & Tool Co INC	319444-00	TD24-591- Saw blades for unit 636	440.72	176.29		242.39	22.04
Quality Supply & Tool Co INC	319455-00	TD24-592 - Stock for truck #592- various tools	2,036.14	814.46		1,119.87	101.81
Quality Supply & Tool Co INC	319497-00	TD24-599 - Reflection tape - storm colvert project at S Sare Rd.	450.00				450.00
Quality Supply & Tool Co INC	319517-00	TD24-605 - Straps & clamps for storm culvert project at S Sare	147.67				147.67
Quality Supply & Tool Co INC	319608-00	PUR24-483 - Squinchers - different flavors	150.50	60.20		82.77	7.53
Quality Supply & Tool Co INC	319729-00	TD24-619 - Various tools for stock on truck 573 & 533	1,038.91	623.35		415.56	Î
Ricoh USA, INC	5070202147	Ricoh copier maintenance - 8/1-8/31/24 - Service Center	75.49	30.20		45.29	
Ricoh USA, INC	5070202169	Ricoh copier maintenance - Serv Cntr Depts - 08/01-08/31/24- PUR	295.31	118.13		177.18	
Ricoh USA, INC	5070202172	Ricoh copier maint - 8/01-8/31/24 - BC, MN, BP, DR, TD	42.39	16.09		26.30	
Ricoh USA, INC	5070230330	Ricoh copier maintenance - Admin Copy Room-09/24-09/30/24 DIR	91.99	36.80		55.19	
Ricoh USA, INC	5070375913	Ricoh copier maint - 9/01-9/30/24 - BC, MN, BP, DR, TD	91.74	24.90		66.84	
Ricoh USA, INC	5070390546	Ricoh copier maintenance - Admin Copy Room-10/01-10/31/24 DIR	90.98	36.39		54.59	
Roger Brian Shipley	TD24-596	Travel reimb - Per Diems - NASSCO in Detroit - TD24-596	216.00	86.40		118.80	10.80
Rogers Group, INC	0071204966	Stone #4 & #11 - Water - 10/25/24 - w/o 28488 - TD	520.30	520.30			
Rogers Group, INC	0071204967	Stone #53 - Stock - 10/25/24 - TD	98.20	39.28		54.01	4.91
Rogers Group, INC	0071205114	Stone - #4, pea gravel, sand-Water-10/31-11/01/24-w/o 28488 TD	1,045.60	1,045.60			
Rogers Group, INC	0071205115	Stone #53 - Sewer - 10/29/24 - w/o 30718 - TD	113.85			113.85	
Rogers Group, INC	0071205116	Stone #53 - Wastewater - 10/29-11/01/24 - TD	1,439.49			1,439.49	
Rogers Group, INC	0071205238	Stone #11 - Water - 11/07/24 - w/o 28488 - TD	173.28	173.28			
Rogers Group, INC	0071205240	Stone #11 - Water - 11/07/24 0 w/o 31160 - TD	673.27	673.27			

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Springfield Electric Supply CO (Valley Electric)		DM24-030-RAB sharka-OVER PAID CREDIT USED	2,378.04			2,378.04	
	S011031482.001		6 707 50	6 707 50			
Stantec Consulting Services INC	2309631	ACCT24-042 - Waste cost of service Analysis & expert witness	6,737.50	6,737.50			
Staples Contract & Commercial, INC	6014659079	Day calendar, misc calendars (5) - TD24-512	68.93	27.57		37.91	3.45
Staples Contract & Commercial, INC	6014823602	Wall calendar - TD24-512	9.99	4.00		5.49	.50
Stephen Lee Kleiman (Stites Scale Co LLC)	125174	Routine service of scales at Blucher, Dillman, Monroe - Open rec	1,063.00	354.33		708.67	
Tanner R Carter	TD24-597	Travel reimb - Per Diems - NASSCO in Detroit - TD24-597	216.00	86.40		118.80	10.80
The Etica Group, INC	0230275.00-33	D21-120 - Drainage Improvements-Dunn/Kirkwood to Indiana/6th-ENG	1,417.34				1,417.34
The Home City Ice Company	7459241327	Ice delivered to garage area - 11/18/24 - TD24-1002 (blanket po)	124.20	49.68		68.31	6.21
Thieneman Construction, INC	S23-6707 #9	S23-6707 - Dillman Bar Screen & Electrical Feed to 10/25/24 - ENG	683,700.00			683,700.00	
Tri-State Bearing Co, INC	1443140-00	Belt cleaner 30" belt 28" blade for filter press - BP24-357	1,162.94			1,162.94	
Tri-State Bearing Co, INC	1448395-00	Misc bearings for water pump used on main breaks - TD24-576		264.62		1,102.91	
Tri-State Bearing Co, INC	1449495-00	Ball bearings for Hearthstone Lift Station pump #2 - LS24-100	68.76			68.76	
Tyler Technologies, INC	045-492118	Support & Update Licensing Annual Renewal for 2025 - #244919	37,262.00	14,904.80		20,494.10	1,863.10
ULINE, INC	183499311	PUR24-426-Pallet rack wire decking 52" wide x 42" deer	444.73	177.89		244.60	22.24
United Parcel Service, INC	0000430948444-B	Weekly service charge - 11/02/24 - PUR	16.90	6.76		10.14	
Van Ausdall & Farrar, INC	30487	ACCT24-173 - Base Rate for License Agreement Maintenance	29,693.96	11,877.58		16,331.68	1,484.70
Virtuoso Sourcing Group, LLC	32156	Collection Agency Fee - 11/14/24 - AR	60.59	24.24		36.35	
Virtuoso Sourcing Group, LLC	32157	Collection Agency Fee - 11/101-11/15/24 - AR	1,792.63	717.05		1,075.58	
W.W. Grainger, INC	9298388738	MN24-195 - Office chair for Shane's office	370.97	370.97			
W.W. Grainger, INC	9304502066	BP24-400 - Water pump-battery pack	287.49			287.49	
West Side Tractor Sales CO.	015999	DEF Tank Header Assembly for John Deere 135G - TD24-602	5,067.51	2,027.00		2,787.13	253.38
West Side Tractor Sales CO.	016042	Repairs to Unit #625 John Deere 710 Backhoe - TD24-594	63,143.20	25,257.28		37,885.92	
West Side Tractor Sales CO.	016054	Repairs to John Deere 200 LC #608 - TD24-603	1,060.26	424.10		583.14	53.02
West Side Tractor Sales CO.	016079	Assessment to John Deere 135G - TD24-602	638.55	255.42		351.20	31.93
Young Trucking, INC	129935	Hauling sludge from Monroe WTP - 10/24/24 - MN	731.42	731.42			
Young Trucking, INC	130060	Hauling sludge from Blucher WWTP - 10/30/24 - BP	2,208.44			2,208.44	
Young Trucking, INC	130172	Hauling sludge from Blucher WWTP - 11/07/24 - BP	1,673.60			1,673.60	
Young Trucking, INC	130173	Hauling sludge from Dillman WWTP - 11/06-11/08/24 - DR	13,871.18			13,871.18	

Grand total:

1,628,141.03 244,111.37 25,227.50 1,240,488.09 118,314.07

City of Bloomington Utilities Accounts Payable by G/L Distribution Report Paydate: 11/26/2024 Utility Claims List

Invice Description Invice Amount Valer out O&M		Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
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AT&T	8123347689 11/24	812-334-7689 Service - Utilities 10/8-11/7/24	1,586.00	634.40	951.60
AT&T	287327321618 1/2	AT&T - 287327321618 - DILLMAN WWTP/MONROE FIELD 10/29-11/04/24	258.08		258.08
AT&T	812R959592 12/24	White pages listing for Dillman, Blucher & Monroe 10/11/11/10/24	18.00	6.00	12.00
AT&T Mobility II, LLC	287299116581 12B	Cell phone service for all utilities departments 10/12-11/11/24	5,434.35	2,169.05	3265.3
AT&T Mobility II, LLC	287302159878 11B	AT&T - 287302159878 -Engineering 10/12-11/11/24	42.64	17.06	25.58
CenterPoint Energy	12888149-7 11/24	Service - Vectren12888149-7 Service Center 10/08-11/6/24	252.94	101.18	151.76
CenterPoint Energy	12888160-4 11/24	Service - Vectren 12888160-4 Washington St 10/8-11/6/24	102.75	41.10	61.65
CenterPoint Energy	13025448-5 11/24	Vectren 13025448-5 SC Booster 10/8-11/6/24	17.98	17.98	
City Of Bloomington Utilities	201411-001 11/24	Service - 201411-001 Hydrant Meter 73497245 10/1-10/31/24	148.48	148.48	
City Of Bloomington Utilities	201428-001 11/24	Service - 201428-001 Hydrant Meter 61221925 10/1-10/31/24	84.60	84.60	
City Of Bloomington Utilities	201435-001 11/24	Service - 201435-001 - Hydrant Meter 10/1-10/31/24	178.17	178.17	
City Of Bloomington Utilities	210481-001 11/24	Service - 201481-001 - Hydrant Meter - 10/1-10/31/24	34.32	34.32	
City Of Bloomington Utilities	36777-001 11/24	36777-001 Tamarron LS Water/Wastewater charges 10/1-10/31/24	27.88		27.88
City Of Bloomington Utilities	39355-001 11/24	39355-001 Dillman WWTP Water/Wastewater charges 10/01-10/31/24	1,845.01		1,845.01
City Of Bloomington Utilities	40754-001 11/24	40754-001 Blucher Poole Water/Wastewater charges 10/1-10/31/24	1,987.41		1,987.41
City Of Bloomington Utilities	50913-001 11/24	50913-001 Service Center Water/Wastewater charges 10/1-10/31/24	1,107.17	442.87	664.30
Duke Energy	2132-9100 11/24	Service - Service Center Building @ 600 E Miller Dr 10/9-11/8/24	14.44	14.44	
Duke Energy	2132-9100 11/24	Service - Service Center Building @ 600 E Miller Dr 10/9-11/8/24	21.65		21.65
Duke Energy	2132-9241 11/24	Service - Winston Thomas Lift Station - Lighting 10/9-11/8/24	136.87		136.87
Duke Energy	2132-9275 11/24	Service - Hyde Park / Olcott Lift Station 10/10-11/9/24	68.26		68.26
Duke Energy	2132-9308 11/24	Service - Jeffrey Lift Station 10/5-11/6/24	24.55		24.55
Duke Energy	2132-9324 11/24	Service - Barge Lane SW Tank 10/10-11/9/24	129.39	37.09	92.30
Duke Energy	2132-9374 11/24	Service - Dogwood Booster Station 10/8-11/7/24	333.39	333.39	
Duke Energy	2132-9423 11/24	Service - Dillman WWTP @ 100 W Dillman Road 9/26-10/28/24	61,228.11		61,228.11
Duke Energy	2132-9548 12/24	Service - Gentry Booster Station 10/16-11/13/24	2,341.08	2,341.08	
Duke Energy	2132-9572 12/24	Service - Griffy Plant Outdoor Lighting 10/17-11/14/24	35.22	35.22	
Duke Energy	2132-9663 11/24	Service - Bulk Water Station @ 3230 S Walnut St 10/10-11/9/24	44.53	44.53	
Duke Energy	2132-9697 11/24	Service - Park 37 Lift Station 10/10-11/09	94.38		94.38
Duke Energy	2132-9712 12/24	Service - Morningside Drive Lift Station 10/12-11/12/24	126.16		126.16
Duke Energy	2132-9887 11/24	Service - Monroe Hospital Lift Station 10/5-11/6/24 11/24	79.78		79.78
Duke Energy	2132-9936 11/24	Service - Cromwell Lift Station 10/3-11/4/24	27.33		27.33

City of Bloomington Utilities Accounts Payable by G/L Distribution Report Paydate: 11/26/2024 Utility Claims List

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
Duke Energy	2132-9994 11/24	Service - South Tank @ E Miller Drive 10/9-11/8/24	137.75	137.75	
Duke Energy	2139-0022 12/24	Service - Prow Road Lift Station 10/11-11/11/24	188.06		188.06
Duke Energy	2139-0197 11/24	Service - Westwood/Glen Oaks Drive Lift Station 10/8-11/7/24	449.80		449.80
Duke Energy	2139-0220 11/24	Service - Basswood Circle Lift Station 10/12-11/12/24	145.26		145.26
Duke Energy	2139-0428 12/24	Service - Cory Lane Lift Station 10/12-11/12/24	30.23		30.23
Duke Energy	2139-0452 11/24	Service - Karst Park Lift Station/Fairgrounds 10/10-11/9/24	133.84		133.84
Duke Energy	2139-0577 11/24	Service - Adams Street Lift Station 10/10-11/9/24	104.51		104.51
Duke Energy	2139-0600 11/24	Service - Red Bud Tower Tank 10/10-11/9/24	25.42	25.42	
Duke Energy	2139-0634 11/24	Service - S Washington St Storage 10/3-11/4/24	377.14	150.86	226.28
Duke Energy	2139-0650 11/24	Service - Winston Thomas Lagoon (lighting) 10/10-11/9/24	22.50		22.50
Duke Energy	2292-1881 12/24	Service - 700 S St Rd 446 - East Water Tank - 10/12-11/12/24	268.42	268.42	
Duke Energy	2292-8458 12/24	Service - 700 N Park Ridge Rd - Lift Station 10/16-11/13/24	44.71		44.71
Duke Energy	2299-1025 12/24	Service - 4317 E Weymouth Ln - Lift station 10/16-11/13/24	107.27		107.27
Duke Energy	2301-8677 12/24	Service - 4425 E Moores Pike - East Booster Station - 10/12-11/1	100.16	100.16	
Duke Energy	2301-8809 12/24	Service - 223 S Smith Ave - Lift Station - 10/12-11/12/24	624.57		624.57
Duke Energy	2310-8173 12/24	Service - 600 E Miller Dr - South Tank - 10/12-11/12/24	33.24	33.24	
Duke Energy	7189-6482 12/24	9101-7189-6482 - Lift Station 915 S Basswood Cir 10/12-11/12/24	163.04		163.04
Smithville Telephone Co Inc	8128241616 12/24	Service - 812-824-1616 SE Pumping Station - BS 10/20-11/19/24	97.28	97.28	
Utilities District of Western Indiana REMC	52184-001 11/24	Service - 52184-001 - Fieldstone LS 10/1-11/1/24	812.00		812.00
Utilities District of Western Indiana REMC	75843-001 11/24	Service - 75843-001 - Stone Chase LS 10/1-11/1/24	191.00		191.00

Totals

81,887.12 7,494.09 74,393.03

WIRE TRANSFERS, FEES & PAYROLL FOR THE MONTH OF DECEMBER, 2024

INDIANA DEPARTMENT OF REVENUE	
Sales Tax	
CHASE PAYMENTECH	
Tyler Credit Card Fees	
NPC	
Credit Card Fees	
FIRST FINANCIAL	
Bank Fees	
GROSS PAYROLL	\$449,051.71
FICA TAX	\$26,725.92

TOTAL \$475,777.63

CUSTOMER REFUNDS

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check Number	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds	Sanitation
Ryan Williams	31976-021	Customer Refund	203.35	30706	Overpayment on inactive account.	56.18	98.67	7.50	41.00
Bryan Park Neighborhood Assn	201662-001	Customer Refund	360.73	30666	Final bill		360.73		
E & B Paving Inc	201668-001	Customer Refund	282.58	30673	Final bill		282.58		
P & R Cable Corp	201696-001	Customer Refund	2,438.52	30690	Final bill		2,438.52		
S & S Fiber Optics	201703-001	Customer Refund	2,430.19		Final bill		2,430.19		
Clayton Hoover	20323-030	Customer Refund	6.77	30678	Final bill		6.77		
Abodes Incorporated	22522-023	Customer Refund	27.28	30661	Final bill		27.28		
Rajesh Khanna	50103-004	Customer Refund	81.39	30683	Final bill		81.39		
Carolyn Burke	6771-001	Customer Refund	6.27	30667	Final bill		6.27		
Hazel Briar Court LLC	35246-022	Customer Refund	5.74	30677	Final bill	2.41	1.83	1.50	
Omega Properties	5065-029	Customer Refund	43.47	30689	Final bill		3.97	7.50	32.00
Oliver Shao	47675-004	Customer Refund	29.53	30701	Inactive account		29.53		
Nikolaos Panagiotidis	14781-020	Customer Refund	107.07	30691	Inactive account		107.07		
Nicole McNulty	4924-027	Customer Refund	122.76	30686	Inactive account		122.76		
Nicky James	57198-002	Customer Refund	18.84	30682	Inactive account		18.84		
Nicholas Powell	31170-022	Customer Refund	35.53	30693	Inactive account		35.53		
Net Irrigate LLC	200435-001	Customer Refund	51.39	30688	Inactive account		51.39		
Nathaniel Roy	16280-029	Customer Refund	71.55	30697	Inactive account		71.55		
Nathan Erdel	14558-014	Customer Refund	71.57	30674	Inactive account		71.57		
Morris Lawrence	11493-003	Customer Refund	69.07	30684	Inactive account		69.07		
Miles Prieboy	29660-016	Customer Refund	31.68	30694	Inactive account		31.68		
Michele McGlothlin	6958-004	Customer Refund	28.73	30685	Inactive account		28.73		
Michael Sager	7087-005	Customer Refund	17.60	30699	Inactive account		17.60		
Michael Blake	10432-002	Customer Refund	18.00	30665	Inactive account	18.00			
Abigail Winter	13233-005	Customer Refund	15.96	30707	Inactive account		15.96		

CUSTOMER REFUNDS

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check Number	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds	Sanitation
Richa Clements	7090-002	Customer Refund	66.37	30669	Inactive account		66.37		
Casey Mulch LLC	42106-004	Customer Refund	11.41	30668	Inactive account	11.41			
Robert Terrell	5689-001	Customer Refund	8.17	30704	Inactive account	8.17			
Sergey Ermolin	9039-022	Customer Refund	61.63	30675	Inactive account		61.63		
Emily Stranger	16487-008	Customer Refund	9.31	30703	Inactive account		9.31		
Patrick Mero	35812-004	Customer Refund	19.36	30687	Inactive account		19.36		
D & Z Quality Properties LLC	12021-006	Customer Refund	29.83	30672	Inactive account		29.83		
Felling Investments	40791-011	Customer Refund	116.01	30678	Inactive account		116.01		
Sarah Richardson	200045-002	Customer Refund	4.17	30696	Inactive account		4.17		
Rejni Welch	4947-013	Customer Refund	20.03	30705	Inactive account		20.03		
Gene Schnyder	17427-022	Customer Refund	6.25	30700	Inactive account		6.25		
Hunter Bloomington Properties	3876-013	Customer Refund	39.44	30679	Inactive account		39.44		
Huntington Family LLC	6445-007	Customer Refund	20.03	30680	Inactive account	20.03			
Cowden Enterprises	40448-004	Customer Refund	43.83	30670	Inactive account		43.83		
Cowden Enterprises	35868-004	Customer Refund	106.91	30671	Inactive account		106.91		
Kevin Beard	19094-001	Customer Refund	330.00	30663	Inactive account		330.00		
Yousef Bassam	52933-012	Customer Refund	37.67	30662	Inactive account		37.67		
Vasiliy Sinelnyy	16370-019	Customer Refund	97.34	30702	Inactive account		97.34		
Sue Pearson	16207-011	Customer Refund	30.05	30692	Inactive account		30.05		
Sharon Belcher	21510-015	Customer Refund	26.03	30664	Inactive account		26.03		

CUSTOMER REFUNDS

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check Number	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds	Sanitation
IU	21650-001	Customer Refund	32,088.76	30681	Meter should have been disconnected but wasn't causing double charges.		32,088.76		
Jefferson Alexander Reyes Vargas	35246-023	Customer Refund	1.92	30695	Final bill	0.81	0.61	0.50	
1505 W 17th LLC	84-002	Customer Refund	16.63	30660	Crossed Meter Adjustment	16.63			

Total	\$39,766.72	\$133.64 \$39,543.08	\$17.00	\$73.00



TO:Controller, Mayor & USBFROM:Braden BonczekDATE:November 21, 2024RE:REQUEST APPROVAL FOR AGREEMENT FOR SERVICES
WITH TOP NOTCH SERVICES, LLC

Contract Recipient/Vendor Name:	Top Notch Services, LLC
Department Head Initials of Approval:	/KZ/
Responsible Department Staff: (Return signed copy to responsible staff)	Braden Bonczek
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Christopher J. Wheeler
Record Destruction Date: (Legal to fill in)	2/28/2035
Legal Department Internal Tracking #: (Legal to fill in)	24-707
CBU Project/Requisition Number:	TD24-550
Due Date For Signature:	12/5/2024
Expiration Date of Contract:	2/28/2025
Renewal Date for Contract:	none
Total Dollar Amount of Contract:	\$21200.00
Funding Source:	009-71-900008-U67501
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	Yes
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in)	Yes
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	Yes
Living Wage (if applicable) (Staff Member of Responsible Dept. to fill in)	Yes

Summary of Contract: Tree removal and cleanup at Winston Thomas. Service includes stump grinding and repairs to the surface of the property where needed (top soil and grass seed).



TO:Controller & USBFROM:Braden BonczekDATE:December 2, 2024RE:REQUEST APPROVAL FOR AGREEMENT FOR SERVICES
WITH CINTAS

Contract Recipient/Vendor Name:	Cintas
Department Head Initials of Approval:	/KZ/
Responsible Department Staff: (Return signed copy to responsible staff)	Braden Bonczek
Responsible Attorney: (Return signed copy to responsible attorney)	Christopher J. Wheeler
Record Destruction Date: (Legal to fill in)	12/2/2037
Legal Department Internal Tracking #: (Legal to fill in)	24-583
CBU Project/Requisition Number:	PUR24-307
Due Date For Signature:	10/7/2024
Expiration Date of Contract:	12/2/2027
Renewal Date for Contract:	3 years
Total Dollar Amount of Contract:	Per State of Indiana QPA
Funding Source:	Service Center - 009-52-900008-U62001 - 40% 010-52-950008-U62001 - 55% 011-81-950008-U62001 - 5% Monroe - 009-61-900008-U62001 Blucher - 010-64-950008-U62001 Dillman - 010-65-950008-U62001
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	Yes
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in)	No
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	Yes
Living Wage (if applicable) (Staff Member of Responsible Dept. to fill in)	no

Summary of Contract: Provide floor mats at all CBU facilities

CONTRACT COVER MEMORANDUM



TO:	Controller, Mayor & USB
FROM:	Jane Fleig, Utilities Engineer
DATE:	11/20/24
RE:	Request Approval of Highway Utility Agreement for Reimbursement
	of Water Main Relocation for the SR45/Arlington Rd project

Contract Recipient/Vendor Name:	Indiana Dept. of Transportation (INDOT)
Department Head Initials of Approval:	
Responsible Department Staff: (Return signed copy to responsible staff)	Jane Fleig, PE
Responsible Attorney: (Return signed copy to responsible attorney)	Christopher J. Wheeler
Record Destruction Date: (Legal to fill in)	
Legal Department Internal Tracking #: (Legal to fill in)	
Due Date For Signature:	Monday, December 2, 2024
Expiration Date of Contract:	July 1, 2025
Renewal Date for Contract:	none
Total Dollar Amount of Contract:	\$20,602.13 (Reimbursement to CBU)
Funding Source:	009-U13121
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	Yes
Affirmative Action Plan Complete (if applicable): (Staff Member of Responsible Dept. to fill in)	N/A
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	N/A

Summary of Contract: CBU previously completed the relocation of approximately 610 LFT of 12" water main that was in conflict with the road reconstruction. It was later discovered that approx. 150 LFT of the relocated main, as well as approx. 460 LFT of the existing main, remains in conflict with the project and must be moved. INDOT will reimburse CBU for the section already relocated but CBU will be responsible for the remaining portion as the existing 12" water main had been inaccurately located during the survey.



STAFF REPORT

TO:Utilities Service BoardFROM:Liz CarterDATE:December 2, 2024RE:Approval of Residential Stormwater Grant Recipients

The deadline for Residential Stormwater Grant application submission was September 1, 2024. A total of 7 applications were received. The Residential Stormwater Grants Review Committee met on September 11, 2024 to review applications. Six (6) projects were selected to be funded, pending approval by the Utilities Service Board. One project came to the USB at the beginning of November as they were eager to get started in November. The other five are coming to the USB for approval now.

- 1729 S. Covey Lane this project seeks to redirect stormwater to an appropriate channel, install rain garden plants, and build up a driveway/install a culvert in order for water to flow under the driveway.
- 3839 S. Laurel Court this project would install a perimeter drain around the footer of the home. It would also replace drain pipes and gutters. A water proofing membrane will also be installed around the footer walls. In order to access the footer, a deck will have to be removed and reinstalled.
- 514 S. Meadowbrook Drive this project seeks to replace a large culvert pipe (42" in diameter and 20' long) as it is rusted out and caving in under the driveway. A section of driveway will also need to be removed and replace.
- 3890 S. Claybridge Drive an existing swale has become eroded and contributed to drainage issues at the subject property. This project would create a bioswale that would lead to a swale lined with rip rap in order to prevent future erosion.
- 1101 S. Madison Street water is currently pooling in the front yard of this property. This project would create a rain garden where the pooling is taking place so that water could be absorbed within 24 hours instead of standing for multiple days.

<u>Staff Recommendation</u>: Approve the Review Committee's recommendation to fund these 5 projects as submitted.



RESIDENTIAL STORMWATER GRANTS 2024 GRANT AGREEMENT

This Grant Agreement ("Agreement") is entered into by and between the City of Bloomington Utilities Department by and through its Utilities Service Board ("CBU"), and <u>Shane Frink</u> ("Grantee").

WHEREAS, CBU offers a grant program called "Residential Stormwater Grants" to provide grants to homeowners for approved green stormwater infrastructure projects on their private property; and

WHEREAS, approved green stormwater infrastructure projects are designed with the goal of improving management of stormwater before it enters CBU's Municipal Separate Stormwater Sewer System (MS4); and

WHEREAS, Grantee has submitted a grant application for a Residential Stormwater Grants project on the real estate located at the common street addresses of <u>1729 S. Covey Lane</u>, (the "Property"); and

WHEREAS, the proposed stormwater best management practices are <u>redirected stormwater to an</u> <u>appropriate channel, raising a driveway, and installing a driveway culvert</u> which is more particularly described in Grantee's application which is marked as Exhibit "A", attached hereto, and by this reference incorporated herein, (collectively the "Project").

NOW, THEREFORE, The Parties agree as follows:

- 1. <u>Effective Date</u>. This Agreement shall become effective as of the date last entered in the signature blocks below.
- Term. The term of this Agreement runs from the effective date through to and including the <u>2nd day of</u> <u>December 2030</u>. Grantee shall have one year from the effective date to complete the Project. Grantee shall maintain the Project for five years following completed installation of the Project.
- 3. <u>Grant Amount</u>. CBU shall provide to Grantee a reimbursement grant not to exceed **\$11,700.00**, ("Grant Amount") for the reimbursement of approved expenses associated with the Project. The Grantee will be responsible for paying the remaining project costs. CBU shall be solely responsible for determining any and all approval of expenses.
- 4. <u>Engineering Designs</u>. Any and all engineering designs and plans for the Project shall be submitted to the CBU Engineering Division for review to ensure that the project is consistent with the goals of the Residential Stormwater Grant Program. Project construction shall not commence until such time as CBU's engineering department has completed this review process and has given written authorization to Grantee to commence Project construction.

- <u>Project Completion Date</u>. The Project Completion Date is the date in which CBU conducts a final review and issues its final approval of the Project. Grantee shall complete the Project no later than the <u>2nd</u> <u>day of December 2025</u>, including final review by CBU.
- 6. <u>Reimbursement</u>. No more than 30 days after the Project Completion Date, Grantee shall submit to CBU an invoice itemizing all expenses incurred in relation to the Project. Grantee shall provide receipts and other documentation to support the itemized expenses listed by Grantee in the invoice. Failure to provide supporting documentation of itemized expenses within the specified timeframe may be a reason for CBU denying certain itemized expenses in the invoice. Within 45 days of invoice submittal, CBU shall reimburse Grantee up to and not to exceed the Grant Amount for all approved expenses itemized in the invoice. Alternatively, and/or in addition, where Grantee has arranged for payment(s) to be made by CBU directly to the contractor(s), then CBU shall make said payment(s) directly to the contractor(s) within 45 days of invoice submittal up to and not to exceed the Grant Amount for all approved expenses itemized in the invoice. In either event, Grantee is and shall be solely responsible for any and all expenses exceeding the Grant Amount.

Any and all costs, expenses and/or encumbrances associated with any and all work performed by Grantee, their agents, representatives, employees, contractors or subcontractors, prior to execution of this Grant Agreement are not eligible for and shall not be reimbursed by CBU.

- 7. <u>Right of Entry</u>. CBU, its members, directors, officers, employees, contractors, agents and assigns shall have the right to enter upon the Property for the purpose of inspecting the Project during the life of this Grant Agreement during normal CBU working hours.
- 8. <u>Ineligible Expenses</u>. Grantee is not entitled to reimbursement for any of the following expenses, costs or encumbrances:
 - a. Acquisition (not including rental) of any tools, instruments and/or equipment.
 - b. Acquisition of permits.
 - c. Acquisition of any real estate interests (including, but not limited to, deed, easement, right of way or license).
 - d. Costs associated with legal fees.
 - e. Costs associated with water/soil sampling and/or analysis.
 - f. Any other items or expenditures deemed ineligible by CBU.
 - g. Any and all expenses/costs/encumbrances incurred by Grantees in association with this Project prior to full execution of this Grant Agreement
- 9. <u>Maintenance</u>. Grantee shall properly maintain the Project infrastructure in accordance with Grantee's maintenance plan which was submitted as part of Grantees' application, and the Maintenance Guidelines for Residential Stormwater Grant Projects, marked as Exhibit "B" and by this reference incorporated herein, for a period of five (5) years commencing on the Project Completion Date. Any and all maintenance shall be performed at the Grantee's expense. The Grantee shall not alter or destroy the project without the written consent of the CBU Director or their designee. If the Grantee fails to maintain the project in accordance with this Grant Agreement, CBU will notify the Grantee via written notice and may enforce any violation in accordance with CBU's Enforcement Response Plan.

- 10. <u>Photography, Video, and Other Images</u>. Grantee agrees to grant the City of Bloomington the irrevocable right to use photographs, video, and other images of the Project in all forms and media.
- 11. <u>Compliance with all laws and regulations</u>. Grantee shall comply with all federal, state and local laws and regulations during the Project and is solely responsible for securing any and all permits and/or licenses that may be required before any Project construction commences. Grantee shall also observe and comply with any and all real estate rights and privileges that may exist in and around the Project, including but not limited to easements and rights-of-way.
- 12. <u>Release of Liability</u>. Grantee agrees to release, hold harmless and indemnify CBU, its members, directors, officers, employees, contractors, agents and assigns, from any and all claims, demands, damages, costs, expenses or other liability arising out of this Grant Agreement, including any claims or causes of action that arise from the actions of the Grantee, Grantee's contractors and/or subcontractors in carrying out the tasks described in this Grant Agreement.
- 13. <u>Non-Discrimination</u>. Grantee, their contractors and subcontractors shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment and in the activities associated with this Project.
- 14. <u>Breach</u>. Any breach of any of the terms and conditions of this Grant Agreement by Grantee, and/or Grantee's agents, representatives, employees, contractors and/or sub-contractors may result in Grantees not receiving some or all of the Grant Amount for this Project, at the discretion of the City of Bloomington Utilities Service Board.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed on the dates shown beside each signature below.

Grantee:

Date:

Shane Frink (Grantee)

City of Bloomington:

Megan Parmenter, President Utilities Service Board Date: _____

Katherine Zaiger, Director City of Bloomington Utilities Department

Date: _____

Kerry Thomson, Mayor City of Bloomington

EXHIBIT A

See Grant Application dated 9/1/2024 which is attached hereto and incorporated herein.

EXHIBIT B MAINTENANCE GUIDELINES FOR RESIDENTIAL STORMWATER GRANT PROJECTS

GENERAL REQUIREMENTS FOR ALL PROJECTS:

- Routine Inspections. Inspect the feature, especially before and after major rain events, for any accumulated materials that could reduce water flow or drainage. Inspect for signs of deterioration, damage, invasive plants, soil erosion, or standing water.
- Clear Debris. Remove debris such as leaves, grass, branches, accumulated silt, sand, stone, trash, or other materials so that water flow or drainage is not reduced.
- Water Plants. Water new plants at least weekly when they are first installed. Watch for wilting plants and dry, dusty soil. Additional watering may be required during dry periods in the summer.
- Weeding. Take a pictures of each plant when they are installed in order to track which plants to keep and which to pull. Remove invasive and nuisance plants by digging them up from the roots.
- **Dispose of Waste.** Properly dispose of waste materials in accordance with City of Bloomington Sanitation Program guidelines. Waste materials cannot be placed in ditches or waterways, or where they can be easily washed into ditches or waterways.

DRIVEWAY CULVERTS

- **Clear Debris.** Remove any debris from within the pipe or within close proximity to its inlet or outlet so that water flow or drainage is not reduced by more than 20% at any time.
- Holes. Look for holes or cracks forming in the driveway or walls around the pipe. This may be a sign of damage to the pipe.

RAIN GARDENS

- **Standing Water.** If there is standing water in the rain garden for more than 48 hours, this may be a sign of a larger problem.
- Weeding. Remove invasive and nuisance plants. Take a picture of the rain garden when it is installed to help track which plants to keep and which to pull.
- Pest Control. Watch for insect or wildlife damage. Remove and replace diseased or dead plants as necessary.
- Bare areas. Add mulch to bare areas or replant sections where vegetation is sparse.
- **Erosion.** Replace soil if erosion occurs. Soil migration within the rain garden may be a sign that it is undersized.
- For more information on rain garden maintenance, see the *Monroe County Rain Garden Starter Guide*.

DRY CREEK BEDS

- Weeding. Take a picture of the dry creek bed and any associated plantings when they are first installed. Remove invasive and nuisance plants that may impede water flow or drainage.
- **Erosion.** Replace stones if erosion occurs. Excessive substrate migration within the creek bed may be a sign that it is undersized.
- **Pipe.** If there is an underdrain pipe present, refer to the maintenance guidelines for French drains.

FRENCH DRAINS

- Vegetation. If the French drain is covered by grass, keep it short by mowing regularly.
- **Pipe.** Ensure the outlet is not blocked and the drain pipe is not clogged. Look for holes or low spots forming in the ground above the pipe. This may be a sign of pipe failure.
- **Erosion.** If there is erosion occurring at the outlet, restabilize as needed using topsoil, seed and mulch, or use geotextile fabric and stone if vegetation doesn't establish.

∫_× App - ID

Shane, Frink - 2024

A Contact's Name	Shane A. Frink
Ξἔ Granted? (M)	Yes × +
Ë₄ Date/Time	9/1/2024
A Primary Contact Last Name	Frink
A Primary Contact First Name	Shane
A Address of Project	1729 South Covey Lane, Bloomington, IN 47401
 Email of Primary Contact 	shanefrink@hotmail.com
& Phone Number of Primary Contact	(812) 606-5358
⊙ Pays Fee?	Yes ~
∃ž Verified (M) ⓒ	+
⊙ Single-Family Home	Yes v
 Multiple Properties/Homeowners ? 	No
Ξ៖ How did they hear about it	CBU Website × +

E Contacts - Other Homeowners	
⊙ Multiple Homeowner Permission?	~
≜ Drainage/Erosion Issue	Current storm water path does not connect from south of 1729 S Covey Lane to the north of 1729 S Covey Lane; see attached pictures. The storm water collects/pools to significant amounts in front of 1729 S Covey Lane. Usually a vehicle is parked in this location, and at times the water reaches the door.
Ab Project Description	Storm water will be directed to connect the south path with the north path as shown in the pictures using a small about of excavation and river rock, lined with rain garden plants. Then the drive-way for the vehicle will be raised to allow for a pipe to flow underneath or raised with a flow ditch at the entrance.
Ξš Project Type	Other \times Rain Garden \times Driveway Culvert \times +
Existing Plans (Removed)	Orop files here or browse
🗋 Map (Removed)	Drop files here or browse
🗅 GIS JPG Map	Orop files here or browse
Photographs	1.pdf



🗅 Photo 3



🗅 Photo 4





OLD Cost Estimate (image)	Orop files here or browse
\$ PREVIOUS Cost Estimate	
🗅 OLD Sketch	Drop files here or browse
# IRC Ranking - Utilities Engineer (1 lowest - 5 highest)	
 # IRC Ranking - MS4 Coordinator (1 lowest - 5 highest) 	
<i>∱</i> _× IRC Ranking - Average (1 lowest - 5 highest)	NaN
Ξž Low-Income (Census Block)	+
≜ Comments	
A Contractor 2	
- Grant Agreement	+ Add record
Application Report	Drop files here or browse
≜ Notes	
→ Notes 2	+ Add record
A Billing Records	
----------------------	---------------------------
A Verified (M) Notes	
🗅 Summary	Orop files here or browse
🗅 Estimate JPG	Drop files here or browse
A Last Name	
A Email	
A IRC 2nd Ranking	
\$ SDG Estimate	
Added since applied	Drop files here or browse



RESIDENTIAL STORMWATER GRANTS 2024 GRANT AGREEMENT

This Grant Agreement ("Agreement") is entered into by and between the City of Bloomington Utilities Department by and through its Utilities Service Board ("CBU"), and **Natalia Schau** ("Grantee").

WHEREAS, CBU offers a grant program called "Residential Stormwater Grants" to provide grants to homeowners for approved green stormwater infrastructure projects on their private property; and

WHEREAS, approved green stormwater infrastructure projects are designed with the goal of improving management of stormwater before it enters CBU's Municipal Separate Stormwater Sewer System (MS4); and

WHEREAS, Grantee has submitted a grant application for a Residential Stormwater Grants project on the real estate located at the common street addresses of <u>514 S. Meadowbrook Drive</u>, (the "Property"); and

WHEREAS, the proposed stormwater best management practice is <u>replacing a failing driveway culvert</u> which is more particularly described in Grantee's application which is marked as Exhibit "A", attached hereto, and by this reference incorporated herein, (collectively the "Project").

NOW, THEREFORE, The Parties agree as follows:

- 1. <u>Effective Date</u>. This Agreement shall become effective as of the date last entered in the signature blocks below.
- Term. The term of this Agreement runs from the effective date through to and including the <u>2nd day of</u> <u>December 2030</u>. Grantee shall have one year from the effective date to complete the Project. Grantee shall maintain the Project for five years following completed installation of the Project.
- <u>Grant Amount</u>. CBU shall provide to Grantee a reimbursement grant not to exceed <u>\$10,098.00</u>, ("Grant Amount") for the reimbursement of approved expenses associated with the Project. The Grantee will be responsible for paying the remaining project costs. CBU shall be solely responsible for determining any and all approval of expenses.
- 4. <u>Engineering Designs</u>. Any and all engineering designs and plans for the Project shall be submitted to the CBU Engineering Division for review to ensure that the project is consistent with the goals of the Residential Stormwater Grant Program. Project construction shall not commence until such time as CBU's engineering department has completed this review process and has given written authorization to Grantee to commence Project construction.

- <u>Project Completion Date</u>. The Project Completion Date is the date in which CBU conducts a final review and issues its final approval of the Project. Grantee shall complete the Project no later than the <u>2nd</u> <u>day of December 2025</u>, including final review by CBU.
- 6. <u>Reimbursement</u>. No more than 30 days after the Project Completion Date, Grantee shall submit to CBU an invoice itemizing all expenses incurred in relation to the Project. Grantee shall provide receipts and other documentation to support the itemized expenses listed by Grantee in the invoice. Failure to provide supporting documentation of itemized expenses within the specified timeframe may be a reason for CBU denying certain itemized expenses in the invoice. Within 45 days of invoice submittal, CBU shall reimburse Grantee up to and not to exceed the Grant Amount for all approved expenses itemized in the invoice. Alternatively, and/or in addition, where Grantee has arranged for payment(s) to be made by CBU directly to the contractor(s), then CBU shall make said payment(s) directly to the contractor(s) within 45 days of invoice submittal up to and not to exceed the Grant Amount for all approved expenses itemized in the invoice. In either event, Grantee is and shall be solely responsible for any and all expenses exceeding the Grant Amount.

Any and all costs, expenses and/or encumbrances associated with any and all work performed by Grantee, their agents, representatives, employees, contractors or subcontractors, prior to execution of this Grant Agreement are not eligible for and shall not be reimbursed by CBU.

- 7. <u>Right of Entry</u>. CBU, its members, directors, officers, employees, contractors, agents and assigns shall have the right to enter upon the Property for the purpose of inspecting the Project during the life of this Grant Agreement during normal CBU working hours.
- 8. <u>Ineligible Expenses</u>. Grantee is not entitled to reimbursement for any of the following expenses, costs or encumbrances:
 - a. Acquisition (not including rental) of any tools, instruments and/or equipment.
 - b. Acquisition of permits.
 - c. Acquisition of any real estate interests (including, but not limited to, deed, easement, right of way or license).
 - d. Costs associated with legal fees.
 - e. Costs associated with water/soil sampling and/or analysis.
 - f. Any other items or expenditures deemed ineligible by CBU.
 - g. Any and all expenses/costs/encumbrances incurred by Grantees in association with this Project prior to full execution of this Grant Agreement
- 9. <u>Maintenance</u>. Grantee shall properly maintain the Project infrastructure in accordance with Grantee's maintenance plan which was submitted as part of Grantees' application, and the Maintenance Guidelines for Residential Stormwater Grant Projects, marked as Exhibit "B" and by this reference incorporated herein, for a period of five (5) years commencing on the Project Completion Date. Any and all maintenance shall be performed at the Grantee's expense. The Grantee shall not alter or destroy the project without the written consent of the CBU Director or their designee. If the Grantee fails to maintain the project in accordance with this Grant Agreement, CBU will notify the Grantee via written notice and may enforce any violation in accordance with CBU's Enforcement Response Plan.

- 10. <u>Photography, Video, and Other Images</u>. Grantee agrees to grant the City of Bloomington the irrevocable right to use photographs, video, and other images of the Project in all forms and media.
- 11. <u>Compliance with all laws and regulations</u>. Grantee shall comply with all federal, state and local laws and regulations during the Project and is solely responsible for securing any and all permits and/or licenses that may be required before any Project construction commences. Grantee shall also observe and comply with any and all real estate rights and privileges that may exist in and around the Project, including but not limited to easements and rights-of-way.
- 12. <u>Release of Liability</u>. Grantee agrees to release, hold harmless and indemnify CBU, its members, directors, officers, employees, contractors, agents and assigns, from any and all claims, demands, damages, costs, expenses or other liability arising out of this Grant Agreement, including any claims or causes of action that arise from the actions of the Grantee, Grantee's contractors and/or subcontractors in carrying out the tasks described in this Grant Agreement.
- 13. <u>Non-Discrimination</u>. Grantee, their contractors and subcontractors shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment and in the activities associated with this Project.
- 14. <u>Breach</u>. Any breach of any of the terms and conditions of this Grant Agreement by Grantee, and/or Grantee's agents, representatives, employees, contractors and/or sub-contractors may result in Grantees not receiving some or all of the Grant Amount for this Project, at the discretion of the City of Bloomington Utilities Service Board.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed on the dates shown beside each signature below.

Grantee:

Date:

Natalia Schau (Grantee)

City of Bloomington:

Megan Parmenter, President Utilities Service Board Date: _____

Katherine Zaiger, Director City of Bloomington Utilities Department

Date: _____

Kerry Thomson, Mayor City of Bloomington

EXHIBIT A

See Grant Application dated 9/1/2024 which is attached hereto and incorporated herein.

EXHIBIT B MAINTENANCE GUIDELINES FOR RESIDENTIAL STORMWATER GRANT PROJECTS

GENERAL REQUIREMENTS FOR ALL PROJECTS:

- Routine Inspections. Inspect the feature, especially before and after major rain events, for any accumulated materials that could reduce water flow or drainage. Inspect for signs of deterioration, damage, invasive plants, soil erosion, or standing water.
- Clear Debris. Remove debris such as leaves, grass, branches, accumulated silt, sand, stone, trash, or other materials so that water flow or drainage is not reduced.
- Water Plants. Water new plants at least weekly when they are first installed. Watch for wilting plants and dry, dusty soil. Additional watering may be required during dry periods in the summer.
- Weeding. Take a pictures of each plant when they are installed in order to track which plants to keep and which to pull. Remove invasive and nuisance plants by digging them up from the roots.
- **Dispose of Waste.** Properly dispose of waste materials in accordance with City of Bloomington Sanitation Program guidelines. Waste materials cannot be placed in ditches or waterways, or where they can be easily washed into ditches or waterways.

DRIVEWAY CULVERTS

- **Clear Debris.** Remove any debris from within the pipe or within close proximity to its inlet or outlet so that water flow or drainage is not reduced by more than 20% at any time.
- Holes. Look for holes or cracks forming in the driveway or walls around the pipe. This may be a sign of damage to the pipe.

RAIN GARDENS

- **Standing Water.** If there is standing water in the rain garden for more than 48 hours, this may be a sign of a larger problem.
- Weeding. Remove invasive and nuisance plants. Take a picture of the rain garden when it is installed to help track which plants to keep and which to pull.
- Pest Control. Watch for insect or wildlife damage. Remove and replace diseased or dead plants as necessary.
- Bare areas. Add mulch to bare areas or replant sections where vegetation is sparse.
- **Erosion.** Replace soil if erosion occurs. Soil migration within the rain garden may be a sign that it is undersized.
- For more information on rain garden maintenance, see the *Monroe County Rain Garden Starter Guide*.

DRY CREEK BEDS

- Weeding. Take a picture of the dry creek bed and any associated plantings when they are first installed. Remove invasive and nuisance plants that may impede water flow or drainage.
- **Erosion.** Replace stones if erosion occurs. Excessive substrate migration within the creek bed may be a sign that it is undersized.
- **Pipe.** If there is an underdrain pipe present, refer to the maintenance guidelines for French drains.

FRENCH DRAINS

- Vegetation. If the French drain is covered by grass, keep it short by mowing regularly.
- **Pipe.** Ensure the outlet is not blocked and the drain pipe is not clogged. Look for holes or low spots forming in the ground above the pipe. This may be a sign of pipe failure.
- **Erosion.** If there is erosion occurring at the outlet, restabilize as needed using topsoil, seed and mulch, or use geotextile fabric and stone if vegetation doesn't establish.

∫_× App - ID

Natalia, Schau - 2024

A Contact's Name	Natalia Schau
Ξš Granted? (M)	Yes × +
Ë₄ Date/Time	8/28/2024
A Primary Contact Last Name	Schau
A Primary Contact First Name	Natalia
A Address of Project	514 S Meadowbrook Dr, Bloomington, 47401
☑ Email of Primary Contact	natalia.schau@outlook.com
& Phone Number of Primary Contact	1(812)320-6720
⊙ Pays Fee?	Yes v
Ξ Verified (M) \odot	+
\odot Single-Family Home	Yes v
 Multiple Properties/Homeowners ? 	No
Ξž How did they hear about it	CBU Website \times Word of mouth \times +

➡ Contacts - Other Homeowners	
 Multiple Homeowner Permission? 	~)
Ab Drainage/Erosion Issue	The culvert is rusting out completely, especially along all the screws below and is caving in above (no longer a circle). The SW limestone block header began coming apart w/rebar sticking out about 5 or more years ago. The driveway started caving in on SW side in January 2023. NOTE: The culvert under Reisner, adjacent to my property, was replaced several years ago. Mine was in need of replacement around that time, but I did not realize it wouldn't be taken care of by the City without a proposal, so it is long overdue as demonstrated by the photos.
Ab Project Description	The estimate I received from Flynn & Sons is for the removal and replacement of the driveway asphalt above the culvert, removal of the rusted-out culvert and replacing it with a 42" diameter x 20' length dual wall poly culvert, properly bedded in stone. It also includes the removal of both limestone headers and replacing them with poured concrete.
Ξš Project Type	Driveway Culvert \times +
Existing Plans (Removed)	Drop files here or browse
🗅 Map (Removed)	Orop files here or browse
🗅 GIS JPG Map	Drop files here or browse



IMG_0991.jpg

🗋 Photo 2



🗅 Photo 3





🗅 Sketch



A Contractor

Flynn & Sons Excavating & Paving, Inc





\$ Cost Estimate
\$ 10,098.00
✓ Print/Save
✓ A Signature
Natalia Schau

➡ PREVIOUS Project Description	
▲ PREVIOUS Drainage/Erosion Issue	
OLD Cost Estimate (image)	Drop files here or browse
\$ PREVIOUS Cost Estimate	
🗋 OLD Sketch	Drop files here or browse
 IRC Ranking - Utilities Engineer (1 lowest - 5 highest) 	
 # IRC Ranking - MS4 Coordinator (1 lowest - 5 highest) 	
<i>f</i> _∗ IRC Ranking - Average (1 lowest - 5 highest)	NaN
Ξž Low-Income (Census Block)	+
≜ Comments	
A Contractor 2	
- Grant Agreement	+ Add record

Application Report	Drop files here or browse
≜= Notes	
→ Notes 2	+ Add record
A Billing Records	
A Verified (M) Notes	
🗅 Summary	Drop files here or browse
🗅 Estimate JPG	Drop files here or browse
A Last Name	
A Email	
A IRC 2nd Ranking	



RESIDENTIAL STORMWATER GRANTS 2024 GRANT AGREEMENT

This Grant Agreement ("Agreement") is entered into by and between the City of Bloomington Utilities Department by and through its Utilities Service Board ("CBU"), and **Ryan Salerno** ("Grantee").

WHEREAS, CBU offers a grant program called "Residential Stormwater Grants" to provide grants to homeowners for approved green stormwater infrastructure projects on their private property; and

WHEREAS, approved green stormwater infrastructure projects are designed with the goal of improving management of stormwater before it enters CBU's Municipal Separate Stormwater Sewer System (MS4); and

WHEREAS, Grantee has submitted a grant application for a Residential Stormwater Grants project on the real estate located at the common street addresses of <u>3890 S. Claybridge Drive</u>, (the "Property"); and

WHEREAS, the proposed stormwater best management practices are <u>creating a bioswale that leads to a</u> <u>secondary rip rap-lined swale</u> which is more particularly described in Grantee's application which is marked as Exhibit "A", attached hereto, and by this reference incorporated herein, (collectively the "Project").

NOW, THEREFORE, The Parties agree as follows:

- 1. <u>Effective Date</u>. This Agreement shall become effective as of the date last entered in the signature blocks below.
- Term. The term of this Agreement runs from the effective date through to and including the <u>2nd day of</u> <u>December 2030</u>. Grantee shall have one year from the effective date to complete the Project. Grantee shall maintain the Project for five years following completed installation of the Project.
- 3. <u>Grant Amount</u>. CBU shall provide to Grantee a reimbursement grant not to exceed **\$7,946.55**, ("Grant Amount") for the reimbursement of approved expenses associated with the Project. The Grantee will be responsible for paying the remaining project costs. CBU shall be solely responsible for determining any and all approval of expenses.
- 4. <u>Engineering Designs</u>. Any and all engineering designs and plans for the Project shall be submitted to the CBU Engineering Division for review to ensure that the project is consistent with the goals of the Residential Stormwater Grant Program. Project construction shall not commence until such time as CBU's engineering department has completed this review process and has given written authorization to Grantee to commence Project construction.

- <u>Project Completion Date</u>. The Project Completion Date is the date in which CBU conducts a final review and issues its final approval of the Project. Grantee shall complete the Project no later than the <u>2nd</u> <u>day of December 2025</u>, including final review by CBU.
- 6. <u>Reimbursement</u>. No more than 30 days after the Project Completion Date, Grantee shall submit to CBU an invoice itemizing all expenses incurred in relation to the Project. Grantee shall provide receipts and other documentation to support the itemized expenses listed by Grantee in the invoice. Failure to provide supporting documentation of itemized expenses within the specified timeframe may be a reason for CBU denying certain itemized expenses in the invoice. Within 45 days of invoice submittal, CBU shall reimburse Grantee up to and not to exceed the Grant Amount for all approved expenses itemized in the invoice. Alternatively, and/or in addition, where Grantee has arranged for payment(s) to be made by CBU directly to the contractor(s), then CBU shall make said payment(s) directly to the contractor(s) within 45 days of invoice submittal up to and not to exceed the Grant Amount for all approved expenses itemized in the invoice. In either event, Grantee is and shall be solely responsible for any and all expenses exceeding the Grant Amount.

Any and all costs, expenses and/or encumbrances associated with any and all work performed by Grantee, their agents, representatives, employees, contractors or subcontractors, prior to execution of this Grant Agreement are not eligible for and shall not be reimbursed by CBU.

- 7. <u>Right of Entry</u>. CBU, its members, directors, officers, employees, contractors, agents and assigns shall have the right to enter upon the Property for the purpose of inspecting the Project during the life of this Grant Agreement during normal CBU working hours.
- 8. <u>Ineligible Expenses</u>. Grantee is not entitled to reimbursement for any of the following expenses, costs or encumbrances:
 - a. Acquisition (not including rental) of any tools, instruments and/or equipment.
 - b. Acquisition of permits.
 - c. Acquisition of any real estate interests (including, but not limited to, deed, easement, right of way or license).
 - d. Costs associated with legal fees.
 - e. Costs associated with water/soil sampling and/or analysis.
 - f. Any other items or expenditures deemed ineligible by CBU.
 - g. Any and all expenses/costs/encumbrances incurred by Grantees in association with this Project prior to full execution of this Grant Agreement
- 9. <u>Maintenance</u>. Grantee shall properly maintain the Project infrastructure in accordance with Grantee's maintenance plan which was submitted as part of Grantees' application, and the Maintenance Guidelines for Residential Stormwater Grant Projects, marked as Exhibit "B" and by this reference incorporated herein, for a period of five (5) years commencing on the Project Completion Date. Any and all maintenance shall be performed at the Grantee's expense. The Grantee shall not alter or destroy the project without the written consent of the CBU Director or their designee. If the Grantee fails to maintain the project in accordance with this Grant Agreement, CBU will notify the Grantee via written notice and may enforce any violation in accordance with CBU's Enforcement Response Plan.

- 10. <u>Photography, Video, and Other Images</u>. Grantee agrees to grant the City of Bloomington the irrevocable right to use photographs, video, and other images of the Project in all forms and media.
- 11. <u>Compliance with all laws and regulations</u>. Grantee shall comply with all federal, state and local laws and regulations during the Project and is solely responsible for securing any and all permits and/or licenses that may be required before any Project construction commences. Grantee shall also observe and comply with any and all real estate rights and privileges that may exist in and around the Project, including but not limited to easements and rights-of-way.
- 12. <u>Release of Liability</u>. Grantee agrees to release, hold harmless and indemnify CBU, its members, directors, officers, employees, contractors, agents and assigns, from any and all claims, demands, damages, costs, expenses or other liability arising out of this Grant Agreement, including any claims or causes of action that arise from the actions of the Grantee, Grantee's contractors and/or subcontractors in carrying out the tasks described in this Grant Agreement.
- 13. <u>Non-Discrimination</u>. Grantee, their contractors and subcontractors shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment and in the activities associated with this Project.
- 14. <u>Breach</u>. Any breach of any of the terms and conditions of this Grant Agreement by Grantee, and/or Grantee's agents, representatives, employees, contractors and/or sub-contractors may result in Grantees not receiving some or all of the Grant Amount for this Project, at the discretion of the City of Bloomington Utilities Service Board.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed on the dates shown beside each signature below.

Grantee:

Date: _____

Ryan Salerno (Grantee)

City of Bloomington:

Date: _____

Megan Parmenter, President Utilities Service Board Date: _____

Katherine Zaiger, Director City of Bloomington Utilities Department

Date: _____

Kerry Thomson, Mayor City of Bloomington

EXHIBIT A

See Grant Application dated 9/1/2024 which is attached hereto and incorporated herein.

EXHIBIT B MAINTENANCE GUIDELINES FOR RESIDENTIAL STORMWATER GRANT PROJECTS

GENERAL REQUIREMENTS FOR ALL PROJECTS:

- Routine Inspections. Inspect the feature, especially before and after major rain events, for any accumulated materials that could reduce water flow or drainage. Inspect for signs of deterioration, damage, invasive plants, soil erosion, or standing water.
- Clear Debris. Remove debris such as leaves, grass, branches, accumulated silt, sand, stone, trash, or other materials so that water flow or drainage is not reduced.
- Water Plants. Water new plants at least weekly when they are first installed. Watch for wilting plants and dry, dusty soil. Additional watering may be required during dry periods in the summer.
- Weeding. Take a pictures of each plant when they are installed in order to track which plants to keep and which to pull. Remove invasive and nuisance plants by digging them up from the roots.
- **Dispose of Waste.** Properly dispose of waste materials in accordance with City of Bloomington Sanitation Program guidelines. Waste materials cannot be placed in ditches or waterways, or where they can be easily washed into ditches or waterways.

DRIVEWAY CULVERTS

- **Clear Debris.** Remove any debris from within the pipe or within close proximity to its inlet or outlet so that water flow or drainage is not reduced by more than 20% at any time.
- Holes. Look for holes or cracks forming in the driveway or walls around the pipe. This may be a sign of damage to the pipe.

RAIN GARDENS

- **Standing Water.** If there is standing water in the rain garden for more than 48 hours, this may be a sign of a larger problem.
- Weeding. Remove invasive and nuisance plants. Take a picture of the rain garden when it is installed to help track which plants to keep and which to pull.
- Pest Control. Watch for insect or wildlife damage. Remove and replace diseased or dead plants as necessary.
- Bare areas. Add mulch to bare areas or replant sections where vegetation is sparse.
- **Erosion.** Replace soil if erosion occurs. Soil migration within the rain garden may be a sign that it is undersized.
- For more information on rain garden maintenance, see the *Monroe County Rain Garden Starter Guide*.

DRY CREEK BEDS

- Weeding. Take a picture of the dry creek bed and any associated plantings when they are first installed. Remove invasive and nuisance plants that may impede water flow or drainage.
- **Erosion.** Replace stones if erosion occurs. Excessive substrate migration within the creek bed may be a sign that it is undersized.
- **Pipe.** If there is an underdrain pipe present, refer to the maintenance guidelines for French drains.

FRENCH DRAINS

- Vegetation. If the French drain is covered by grass, keep it short by mowing regularly.
- **Pipe.** Ensure the outlet is not blocked and the drain pipe is not clogged. Look for holes or low spots forming in the ground above the pipe. This may be a sign of pipe failure.
- **Erosion.** If there is erosion occurring at the outlet, restabilize as needed using topsoil, seed and mulch, or use geotextile fabric and stone if vegetation doesn't establish.

∫_× App - ID

Ryan, Salerno - 2024

A Contact's Name	Ryan Salerno
Ξš Granted? (M)	Yes × +
Ë₅ Date/Time	8/23/2024
A Primary Contact Last Name	Salerno
A Primary Contact First Name	Ryan
A Address of Project	3890 S Claybridge Drive
☑ Email of Primary Contact	rsalerno05@gmail.com
& Phone Number of Primary Contact	(812) 369-9387
⊙ Pays Fee?	Yes
$\exists \vdots$ Verified (M) \bigcirc	+
⊙ Single-Family Home	Yes v
 Multiple Properties/Homeowners ? 	No
Ξ៖ How did they hear about it	Public meeting × CBU Website × +

▲ Contacts - Other Homeowners	
⊙ Multiple Homeowner Permission?	
Ab Drainage/Erosion Issue	The swale in our yard that goes down into a drainage pipe under Sare Rd (1) is experiencing multiple erosion and drainage issues. In some areas, the swale has gotten narrow and over 5 ft deep (2). Then closer to Sare Rd, silt and debris have built up so that the water doesn't flow out; the water stays pooled which has waterlogged trees and increased mosquito and tick presence on our property (3). The drainage area used to be filled with trees and slowly trees and vegetation have been dying and thinning out, in part because of the water issues in the area. This had led to an increase of invasive honeysuckle taking over this part (4). Our property is uniquely situated; it is at the bottom of a hill, in which all the storm water from our neighbors upstream comes down through the swale in our backyard to drain across Sare Rd. Being at the corner of Sare Rd, the sidewalk is heavily trafficked; the increase in ticks and mosquitoes is felt by all the users of this sidewalk.
Ab Project Description	We would like to create a bioswale at the beginning of the project, leading to a swale lined with riprap to help decrease future erosion. The area will need to be backfilled and regraded to create a positive drainage system towards the culvert pipe under Sare Road. We will remove invasive honeysuckle and replace it with native plants and trees that will help with the absorption of water.
Ξš Project Type	Bio Swale \times +
Existing Plans (Removed)	Orop files here or browse
🗅 Map (Removed)	Orop files here or browse
🗅 GIS JPG Map	Drop files here or browse



Deep Erosion going down towards Sare...

🗋 Photo 2



Deep Erosion 2.JPG

🗅 Photo 3



Erosion and Standing Water Starting in ...



Slit in Front of Culvert Pipe that goes u...

🗋 Sketch



A Contractor

Thrasher Landscape, Inc.

🗋 Estimate Original	Attrachter
	CARCOV RUNK New Anno North State State Tourist Large S CALVERSTAL Course New & design and allow RUGMERTOR, N. 4741. 2015 Statemarks, IN COL
	Add Do CTMA Earth Schedulipationada Dama Dyna
	To see a set of the se
	Column Yook 92,044.08
	There is a second
	Thrasher Estimate 8 23 24.pdf
\$ Cost Estimate	\$7,946.55
☑ Print/Save	
A Signature	Ryan Salerno

➡ PREVIOUS Project Description	
▲ PREVIOUS Drainage/Erosion Issue	
OLD Cost Estimate (image)	Drop files here or browse
\$ PREVIOUS Cost Estimate	
🗋 OLD Sketch	Drop files here or browse
# IRC Ranking - Utilities Engineer (1 lowest - 5 highest)	
 # IRC Ranking - MS4 Coordinator (1 lowest - 5 highest) 	
<i>f</i> _∗ IRC Ranking - Average (1 lowest - 5 highest)	NaN
Ξž Low-Income (Census Block)	+
≜ Comments	
A Contractor 2	
- Grant Agreement	+ Add record

Application Report	Drop files here or browse
≜ Notes	
→ Notes 2	+ Add record
A Billing Records	
A Verified (M) Notes	
🗅 Summary	Orop files here or browse
🗅 Estimate JPG	Orop files here or browse
A Last Name	
A Email	
A IRC 2nd Ranking	
\$ SDG Estimate	
Added since applied	



RESIDENTIAL STORMWATER GRANTS 2024 GRANT AGREEMENT

This Grant Agreement ("Agreement") is entered into by and between the City of Bloomington Utilities Department by and through its Utilities Service Board ("CBU"), and <u>Haley Molchan</u> ("Grantee").

WHEREAS, CBU offers a grant program called "Residential Stormwater Grants" to provide grants to homeowners for approved green stormwater infrastructure projects on their private property; and

WHEREAS, approved green stormwater infrastructure projects are designed with the goal of improving management of stormwater before it enters CBU's Municipal Separate Stormwater Sewer System (MS4); and

WHEREAS, Grantee has submitted a grant application for a Residential Stormwater Grants project on the real estate located at the common street addresses of <u>1101 South Madison Street</u>, (the "Property"); and

WHEREAS, the proposed stormwater best management practice is **installing a rain garden** which is more particularly described in Grantee's application which is marked as Exhibit "A", attached hereto, and by this reference incorporated herein, (collectively the "Project").

NOW, THEREFORE, The Parties agree as follows:

- 1. <u>Effective Date</u>. This Agreement shall become effective as of the date last entered in the signature blocks below.
- Term. The term of this Agreement runs from the effective date through to and including the <u>2nd day of</u> <u>December 2030</u>. Grantee shall have one year from the effective date to complete the Project. Grantee shall maintain the Project for five years following completed installation of the Project.
- 3. <u>Grant Amount</u>. CBU shall provide to Grantee a reimbursement grant not to exceed **\$2,342.93**, ("Grant Amount") for the reimbursement of approved expenses associated with the Project. The Grantee will be responsible for paying the remaining project costs. CBU shall be solely responsible for determining any and all approval of expenses.
- 4. <u>Engineering Designs</u>. Any and all engineering designs and plans for the Project shall be submitted to the CBU Engineering Division for review to ensure that the project is consistent with the goals of the Residential Stormwater Grant Program. Project construction shall not commence until such time as CBU's engineering department has completed this review process and has given written authorization to Grantee to commence Project construction.

- <u>Project Completion Date</u>. The Project Completion Date is the date in which CBU conducts a final review and issues its final approval of the Project. Grantee shall complete the Project no later than the <u>2nd</u> <u>day of December 2025</u>, including final review by CBU.
- 6. <u>Reimbursement</u>. No more than 30 days after the Project Completion Date, Grantee shall submit to CBU an invoice itemizing all expenses incurred in relation to the Project. Grantee shall provide receipts and other documentation to support the itemized expenses listed by Grantee in the invoice. Failure to provide supporting documentation of itemized expenses within the specified timeframe may be a reason for CBU denying certain itemized expenses in the invoice. Within 45 days of invoice submittal, CBU shall reimburse Grantee up to and not to exceed the Grant Amount for all approved expenses itemized in the invoice. Alternatively, and/or in addition, where Grantee has arranged for payment(s) to be made by CBU directly to the contractor(s), then CBU shall make said payment(s) directly to the contractor(s) within 45 days of invoice submittal up to and not to exceed the Grant Amount for all approved expenses itemized in the invoice. In either event, Grantee is and shall be solely responsible for any and all expenses exceeding the Grant Amount.

Any and all costs, expenses and/or encumbrances associated with any and all work performed by Grantee, their agents, representatives, employees, contractors or subcontractors, prior to execution of this Grant Agreement are not eligible for and shall not be reimbursed by CBU.

- 7. <u>Right of Entry</u>. CBU, its members, directors, officers, employees, contractors, agents and assigns shall have the right to enter upon the Property for the purpose of inspecting the Project during the life of this Grant Agreement during normal CBU working hours.
- 8. <u>Ineligible Expenses</u>. Grantee is not entitled to reimbursement for any of the following expenses, costs or encumbrances:
 - a. Acquisition (not including rental) of any tools, instruments and/or equipment.
 - b. Acquisition of permits.
 - c. Acquisition of any real estate interests (including, but not limited to, deed, easement, right of way or license).
 - d. Costs associated with legal fees.
 - e. Costs associated with water/soil sampling and/or analysis.
 - f. Any other items or expenditures deemed ineligible by CBU.
 - g. Any and all expenses/costs/encumbrances incurred by Grantees in association with this Project prior to full execution of this Grant Agreement
- 9. <u>Maintenance</u>. Grantee shall properly maintain the Project infrastructure in accordance with Grantee's maintenance plan which was submitted as part of Grantees' application, and the Maintenance Guidelines for Residential Stormwater Grant Projects, marked as Exhibit "B" and by this reference incorporated herein, for a period of five (5) years commencing on the Project Completion Date. Any and all maintenance shall be performed at the Grantee's expense. The Grantee shall not alter or destroy the project without the written consent of the CBU Director or their designee. If the Grantee fails to maintain the project in accordance with this Grant Agreement, CBU will notify the Grantee via written notice and may enforce any violation in accordance with CBU's Enforcement Response Plan.

- 10. <u>Photography, Video, and Other Images</u>. Grantee agrees to grant the City of Bloomington the irrevocable right to use photographs, video, and other images of the Project in all forms and media.
- 11. <u>Compliance with all laws and regulations</u>. Grantee shall comply with all federal, state and local laws and regulations during the Project and is solely responsible for securing any and all permits and/or licenses that may be required before any Project construction commences. Grantee shall also observe and comply with any and all real estate rights and privileges that may exist in and around the Project, including but not limited to easements and rights-of-way.
- 12. <u>Release of Liability</u>. Grantee agrees to release, hold harmless and indemnify CBU, its members, directors, officers, employees, contractors, agents and assigns, from any and all claims, demands, damages, costs, expenses or other liability arising out of this Grant Agreement, including any claims or causes of action that arise from the actions of the Grantee, Grantee's contractors and/or subcontractors in carrying out the tasks described in this Grant Agreement.
- 13. <u>Non-Discrimination</u>. Grantee, their contractors and subcontractors shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment and in the activities associated with this Project.
- 14. <u>Breach</u>. Any breach of any of the terms and conditions of this Grant Agreement by Grantee, and/or Grantee's agents, representatives, employees, contractors and/or sub-contractors may result in Grantees not receiving some or all of the Grant Amount for this Project, at the discretion of the City of Bloomington Utilities Service Board.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed on the dates shown beside each signature below.

Grantee:

Date: _____

Haley Molchan (Grantee)

City of Bloomington:

Date: _____

Megan Parmenter, President Utilities Service Board Date: _____

Katherine Zaiger, Director City of Bloomington Utilities Department

Date: _____

Kerry Thomson, Mayor City of Bloomington

EXHIBIT A

See Grant Application dated 9/1/2024 which is attached hereto and incorporated herein.

EXHIBIT B MAINTENANCE GUIDELINES FOR RESIDENTIAL STORMWATER GRANT PROJECTS

GENERAL REQUIREMENTS FOR ALL PROJECTS:

- Routine Inspections. Inspect the feature, especially before and after major rain events, for any accumulated materials that could reduce water flow or drainage. Inspect for signs of deterioration, damage, invasive plants, soil erosion, or standing water.
- Clear Debris. Remove debris such as leaves, grass, branches, accumulated silt, sand, stone, trash, or other materials so that water flow or drainage is not reduced.
- Water Plants. Water new plants at least weekly when they are first installed. Watch for wilting plants and dry, dusty soil. Additional watering may be required during dry periods in the summer.
- Weeding. Take a pictures of each plant when they are installed in order to track which plants to keep and which to pull. Remove invasive and nuisance plants by digging them up from the roots.
- **Dispose of Waste.** Properly dispose of waste materials in accordance with City of Bloomington Sanitation Program guidelines. Waste materials cannot be placed in ditches or waterways, or where they can be easily washed into ditches or waterways.

DRIVEWAY CULVERTS

- **Clear Debris.** Remove any debris from within the pipe or within close proximity to its inlet or outlet so that water flow or drainage is not reduced by more than 20% at any time.
- Holes. Look for holes or cracks forming in the driveway or walls around the pipe. This may be a sign of damage to the pipe.

RAIN GARDENS

- **Standing Water.** If there is standing water in the rain garden for more than 48 hours, this may be a sign of a larger problem.
- Weeding. Remove invasive and nuisance plants. Take a picture of the rain garden when it is installed to help track which plants to keep and which to pull.
- Pest Control. Watch for insect or wildlife damage. Remove and replace diseased or dead plants as necessary.
- Bare areas. Add mulch to bare areas or replant sections where vegetation is sparse.
- **Erosion.** Replace soil if erosion occurs. Soil migration within the rain garden may be a sign that it is undersized.
- For more information on rain garden maintenance, see the *Monroe County Rain Garden Starter Guide*.

DRY CREEK BEDS

- Weeding. Take a picture of the dry creek bed and any associated plantings when they are first installed. Remove invasive and nuisance plants that may impede water flow or drainage.
- **Erosion.** Replace stones if erosion occurs. Excessive substrate migration within the creek bed may be a sign that it is undersized.
- **Pipe.** If there is an underdrain pipe present, refer to the maintenance guidelines for French drains.

FRENCH DRAINS

- Vegetation. If the French drain is covered by grass, keep it short by mowing regularly.
- **Pipe.** Ensure the outlet is not blocked and the drain pipe is not clogged. Look for holes or low spots forming in the ground above the pipe. This may be a sign of pipe failure.
- **Erosion.** If there is erosion occurring at the outlet, restabilize as needed using topsoil, seed and mulch, or use geotextile fabric and stone if vegetation doesn't establish.

∫_× App - ID

Haley, Molchan - 2024

A Contact's Name	Haley Molchan
Ξž Granted? (M)	Yes × +
Ë₅ Date/Time	8/22/2024
A Primary Contact Last Name	Molchan
A Primary Contact First Name	Haley
A Address of Project	1101 South Madison Street
☑ Email of Primary Contact	haleymmolchan@gmail.com
& Phone Number of Primary Contact	(317) 696-4652
⊙ Pays Fee?	Yes
$\exists \vdots$ Verified (M) \bigcirc	+
⊙ Single-Family Home	Yes
 Multiple Properties/Homeowners ? 	No
Ξ៖ How did they hear about it	Word of mouth \times CBU Website \times +

Multiple Homeowner Permission?

▲ Drainage/Erosion Issue
Currently, storm water runs from Rogers Street down Allen street and the alleyway south of Allen onto Madison Street. This flows North and South along Madison and floods our front yard and along the property line with our neighbor. It also floods our driveway from Allen Street but during heavy storms our driveway floods even more since the front yard fills up with water and the excess then runs north on Madison. (See Picture/Drawing #4) During a heavy storm this leaves about 3-4 inches of water sitting on our driveway and front lawn for up to 72 hours. (Removal of large tree next door has increased how long there is standing water.) Our concerns are the standing water, the house's foundation, and the erosion to the driveway. As storms become more severe, the storm water is getting closer to the house's foundation and we worry that if we don't install something now, in the future it will start to affect it.

Project Description
Our proposed solution is to install a large rain garden in the front yard where the storm water already naturally pools. We would also connect our two front downspouts to this rain garden to keep water away from the foundation. By encouraging the storm water to flood this area, we'd be able to keep water from eroding the driveway and pooling along the edges of Madison Street. The rain garden would be filled with native plants/improved soil to soak up and help clean pollutants from the storm water that naturally collects there while also providing a habitat for native pollinators and birds. To test that this concept could work, we removed the grass where the proposed rain garden would go. Even with this small test, we've seen less flooding on the street, along the property, and on the driveway. With improved soils and native plants to handle the rain garden water/storm water, we believe it would be able to recycle the standing water in under 24 hrs.

∃ž Project Type

Rain Garden imes +

Existing Plans (Removed)	Orop files here or browse
🗋 Map (Removed)	Orop files here or browse

Photographs



IMG_E21D85314DF7-1.jpeg

🗅 Photo 2



IMG_6515.jpg

🗅 Photo 3



🗅 Photo 4



🗅 Sketch



A Contractor

🗅 Estimate Original

DIY

ltem	
3 yards @ 30 yard plus delivery)	
55 yard plus delivery)	
@ 20 yard plus delivery)	
ve plants, 85 small sedges @ 5-6	per)
rtheasy 60 gallon)	
w + extension)	
sphalt patch, drain, gravel)	
er (45 feet = 3 packages)	
Screenshot 2024-08-22 at 1	2.42.52 PM

\$ Cost Estimate

\$2,342.93

 \checkmark

✓ Print/Save

➡ PREVIOUS Project Description	
▲ PREVIOUS Drainage/Erosion Issue	
OLD Cost Estimate (image)	Drop files here or browse
\$ PREVIOUS Cost Estimate	
🗋 OLD Sketch	Drop files here or browse
# IRC Ranking - Utilities Engineer (1 lowest - 5 highest)	
 # IRC Ranking - MS4 Coordinator (1 lowest - 5 highest) 	
<i>f</i> _∗ IRC Ranking - Average (1 lowest - 5 highest)	NaN
Ξž Low-Income (Census Block)	+
≜ Comments	
A Contractor 2	
- Grant Agreement	+ Add record
Application Report	Drop files here or browse
----------------------	--------------------------------
≜ Notes	
⊐ Notes 2	+ Add record
A Billing Records	
A Verified (M) Notes	
🗅 Summary	Drop files here or browse
🗅 Estimate JPG	Drop files here or browse
A Last Name	
A Email	
A IRC 2nd Ranking	
\$ SDG Estimate	
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RESIDENTIAL STORMWATER GRANTS 2024 GRANT AGREEMENT

This Grant Agreement ("Agreement") is entered into by and between the City of Bloomington Utilities Department by and through its Utilities Service Board ("CBU"), and <u>Sherrie Shuler</u> ("Grantee").

WHEREAS, CBU offers a grant program called "Residential Stormwater Grants" to provide grants to homeowners for approved green stormwater infrastructure projects on their private property; and

WHEREAS, approved green stormwater infrastructure projects are designed with the goal of improving management of stormwater before it enters CBU's Municipal Separate Stormwater Sewer System (MS4); and

WHEREAS, Grantee has submitted a grant application for a Residential Stormwater Grants project on the real estate located at the common street addresses of <u>3839 S. Laurel Court</u>, (the "Property"); and

WHEREAS, the proposed stormwater best management practices are <u>installing a perimeter drain and</u> <u>reworking exterior drain pipes</u> which is more particularly described in Grantee's application which is marked as Exhibit "A", attached hereto, and by this reference incorporated herein, (collectively the "Project").

NOW, THEREFORE, The Parties agree as follows:

- 1. <u>Effective Date</u>. This Agreement shall become effective as of the date last entered in the signature blocks below.
- Term. The term of this Agreement runs from the effective date through to and including the <u>2nd day of</u> <u>December 2030</u>. Grantee shall have one year from the effective date to complete the Project. Grantee shall maintain the Project for five years following completed installation of the Project.
- 3. <u>Grant Amount</u>. CBU shall provide to Grantee a reimbursement grant not to exceed **\$23**,000 ("Grant Amount") for the reimbursement of approved expenses associated with the Project. The Grantee will be responsible for paying the remaining project costs. CBU shall be solely responsible for determining any and all approval of expenses.
- 4. <u>Engineering Designs</u>. Any and all engineering designs and plans for the Project shall be submitted to the CBU Engineering Division for review to ensure that the project is consistent with the goals of the Residential Stormwater Grant Program. Project construction shall not commence until such time as CBU's engineering department has completed this review process and has given written authorization to Grantee to commence Project construction.

- <u>Project Completion Date</u>. The Project Completion Date is the date in which CBU conducts a final review and issues its final approval of the Project. Grantee shall complete the Project no later than the <u>2nd</u> <u>day of December 2025</u>, including final review by CBU.
- 6. <u>Reimbursement</u>. No more than 30 days after the Project Completion Date, Grantee shall submit to CBU an invoice itemizing all expenses incurred in relation to the Project. Grantee shall provide receipts and other documentation to support the itemized expenses listed by Grantee in the invoice. Failure to provide supporting documentation of itemized expenses within the specified timeframe may be a reason for CBU denying certain itemized expenses in the invoice. Within 45 days of invoice submittal, CBU shall reimburse Grantee up to and not to exceed the Grant Amount for all approved expenses itemized in the invoice. Alternatively, and/or in addition, where Grantee has arranged for payment(s) to be made by CBU directly to the contractor(s), then CBU shall make said payment(s) directly to the contractor(s) within 45 days of invoice submittal up to and not to exceed the Grant Amount for all approved expenses itemized in the invoice. In either event, Grantee is and shall be solely responsible for any and all expenses exceeding the Grant Amount.

Any and all costs, expenses and/or encumbrances associated with any and all work performed by Grantee, their agents, representatives, employees, contractors or subcontractors, prior to execution of this Grant Agreement are not eligible for and shall not be reimbursed by CBU.

- 7. <u>Right of Entry</u>. CBU, its members, directors, officers, employees, contractors, agents and assigns shall have the right to enter upon the Property for the purpose of inspecting the Project during the life of this Grant Agreement during normal CBU working hours.
- 8. <u>Ineligible Expenses</u>. Grantee is not entitled to reimbursement for any of the following expenses, costs or encumbrances:
 - a. Acquisition (not including rental) of any tools, instruments and/or equipment.
 - b. Acquisition of permits.
 - c. Acquisition of any real estate interests (including, but not limited to, deed, easement, right of way or license).
 - d. Costs associated with legal fees.
 - e. Costs associated with water/soil sampling and/or analysis.
 - f. Any other items or expenditures deemed ineligible by CBU.
 - g. Any and all expenses/costs/encumbrances incurred by Grantees in association with this Project prior to full execution of this Grant Agreement
- 9. <u>Maintenance</u>. Grantee shall properly maintain the Project infrastructure in accordance with Grantee's maintenance plan which was submitted as part of Grantees' application, and the Maintenance Guidelines for Residential Stormwater Grant Projects, marked as Exhibit "B" and by this reference incorporated herein, for a period of five (5) years commencing on the Project Completion Date. Any and all maintenance shall be performed at the Grantee's expense. The Grantee shall not alter or destroy the project without the written consent of the CBU Director or their designee. If the Grantee fails to maintain the project in accordance with this Grant Agreement, CBU will notify the Grantee via written notice and may enforce any violation in accordance with CBU's Enforcement Response Plan.

- 10. <u>Photography, Video, and Other Images</u>. Grantee agrees to grant the City of Bloomington the irrevocable right to use photographs, video, and other images of the Project in all forms and media.
- 11. <u>Compliance with all laws and regulations</u>. Grantee shall comply with all federal, state and local laws and regulations during the Project and is solely responsible for securing any and all permits and/or licenses that may be required before any Project construction commences. Grantee shall also observe and comply with any and all real estate rights and privileges that may exist in and around the Project, including but not limited to easements and rights-of-way.
- 12. <u>Release of Liability</u>. Grantee agrees to release, hold harmless and indemnify CBU, its members, directors, officers, employees, contractors, agents and assigns, from any and all claims, demands, damages, costs, expenses or other liability arising out of this Grant Agreement, including any claims or causes of action that arise from the actions of the Grantee, Grantee's contractors and/or subcontractors in carrying out the tasks described in this Grant Agreement.
- 13. <u>Non-Discrimination</u>. Grantee, their contractors and subcontractors shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment and in the activities associated with this Project.
- 14. <u>Breach</u>. Any breach of any of the terms and conditions of this Grant Agreement by Grantee, and/or Grantee's agents, representatives, employees, contractors and/or sub-contractors may result in Grantees not receiving some or all of the Grant Amount for this Project, at the discretion of the City of Bloomington Utilities Service Board.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed on the dates shown beside each signature below.

Grantee:

Date: _____

Sherrie Shuler (Grantee)

City of Bloomington:

Date: _____

Megan Parmenter, President Utilities Service Board Date: _____

Katherine Zaiger, Director City of Bloomington Utilities Department

Date: _____

Kerry Thomson, Mayor City of Bloomington

EXHIBIT A

See Grant Application dated 9/1/2024 which is attached hereto and incorporated herein.

EXHIBIT B MAINTENANCE GUIDELINES FOR RESIDENTIAL STORMWATER GRANT PROJECTS

GENERAL REQUIREMENTS FOR ALL PROJECTS:

- Routine Inspections. Inspect the feature, especially before and after major rain events, for any accumulated materials that could reduce water flow or drainage. Inspect for signs of deterioration, damage, invasive plants, soil erosion, or standing water.
- Clear Debris. Remove debris such as leaves, grass, branches, accumulated silt, sand, stone, trash, or other materials so that water flow or drainage is not reduced.
- Water Plants. Water new plants at least weekly when they are first installed. Watch for wilting plants and dry, dusty soil. Additional watering may be required during dry periods in the summer.
- Weeding. Take a pictures of each plant when they are installed in order to track which plants to keep and which to pull. Remove invasive and nuisance plants by digging them up from the roots.
- **Dispose of Waste.** Properly dispose of waste materials in accordance with City of Bloomington Sanitation Program guidelines. Waste materials cannot be placed in ditches or waterways, or where they can be easily washed into ditches or waterways.

DRIVEWAY CULVERTS

- **Clear Debris.** Remove any debris from within the pipe or within close proximity to its inlet or outlet so that water flow or drainage is not reduced by more than 20% at any time.
- Holes. Look for holes or cracks forming in the driveway or walls around the pipe. This may be a sign of damage to the pipe.

RAIN GARDENS

- **Standing Water.** If there is standing water in the rain garden for more than 48 hours, this may be a sign of a larger problem.
- Weeding. Remove invasive and nuisance plants. Take a picture of the rain garden when it is installed to help track which plants to keep and which to pull.
- Pest Control. Watch for insect or wildlife damage. Remove and replace diseased or dead plants as necessary.
- Bare areas. Add mulch to bare areas or replant sections where vegetation is sparse.
- **Erosion.** Replace soil if erosion occurs. Soil migration within the rain garden may be a sign that it is undersized.
- For more information on rain garden maintenance, see the *Monroe County Rain Garden Starter Guide*.

DRY CREEK BEDS

- Weeding. Take a picture of the dry creek bed and any associated plantings when they are first installed. Remove invasive and nuisance plants that may impede water flow or drainage.
- **Erosion.** Replace stones if erosion occurs. Excessive substrate migration within the creek bed may be a sign that it is undersized.
- **Pipe.** If there is an underdrain pipe present, refer to the maintenance guidelines for French drains.

FRENCH DRAINS

- Vegetation. If the French drain is covered by grass, keep it short by mowing regularly.
- **Pipe.** Ensure the outlet is not blocked and the drain pipe is not clogged. Look for holes or low spots forming in the ground above the pipe. This may be a sign of pipe failure.
- **Erosion.** If there is erosion occurring at the outlet, restabilize as needed using topsoil, seed and mulch, or use geotextile fabric and stone if vegetation doesn't establish.

∫_× App - ID

Sherrie , Shuler - 2024

A Contact's Name	Cody Williams, Diamond Lawn and Excavating 812.797.0777				
Ξš Granted? (M)	Yes × +				
🛱 Date/Time	8/29/2024				
A Primary Contact Last Name	Shuler				
A Primary Contact First Name	Sherrie				
A Address of Project	3839 S Laurel Court Bloomington IN 47401				
 Email of Primary Contact 	sherrie.shuler@gmail.com				
& Phone Number of Primary Contact	(423) 693-3906				
⊙ Pays Fee?	Yes v				
∃š Verified (M) ⓒ	+				
\odot Single-Family Home	Yes ~				
 Multiple Properties/Homeowners ? 	No				
Ξž How did they hear about it	Yard Sign \times Other \times +				

E Contacts - Other Homeowners

⊙ Multiple Homeowner Permission?

 \sim

I am applying for a stormwater grant to address an ongoing stormwater drainage problem at my home. Stormwater runoff intruded into my home and damaged the downstairs floors, supports, drywall, and baseboards, resulting in the need to replace all of these interior elements twice in the last three years at great personal expense; it was also necessary to remediate for black mold and termites as a result of the water intrusion.

I have tried addressing this situation through my HOA (Peppergrass), but have been largely unsuccessful, other than the installation of a sump pump and interior drain inside the home. The HOA has refused to address the larger exterior problem of storm runoff, pooling, and improper and ineffective drainage around the outside perimeter and in the common area, resulting in water coming into the home from the exterior wall. The problem of improper stormwater runoff drainage affects not only my home but, as I understand, also the surrounding 6 buildings on this end of the street; my home is simply at the lowest point of the common area and has sustained the most damage.

I was advised by the City of Bloomington's Zoning and Planning Department, as well as other experts, that the installation of a swale would address the problem and relieve the water that collects against my foundation. Water from storm runoff puddles around my back door on the patio making the ground on the hillside on which the condo stands as well as in the back around the patio completely un-walkable after rains and for long periods of time. It becomes saturated and stays that way for weeks, and in rainy seasons, months.

The HOA did not install the recommended swale, but instead hired Snedegar to move some topsoil around in the common area, which did nothing to address the problem. In addition, they had two large trees removed unnecessarily, and I was told by Zoning and Planning that the City would require the tress be replaced. To date (2.5 years after they were taken down), no trees have been replaced, and the HOA has said there is no money for such a project.

New drains/solutions were not installed at the time that Snedegar was hired to work in the common area, and the old pipes were not connected to a central drain or pipes to divert the water. In short, no drainage remediation was attempted. The water simply runs out of the existing pipes onto the top of the ground and is not directed to the storm drains - but pools in the lowlying areas around the back of my unit, completely saturating the ground and making it impossible to walk on the slope or in the common area.

About a month ago, a sink hole was discovered approximately 20 feet from my back door, and it has not been properly addressed, nor has the drain pipe that contributed to the problem been addressed. In addition, this summer, I have found evidence of foundation shifting when new cracks appeared in the downstairs; there is also an interior downstairs door that will not open and shut and that I have had to have planed down more than once. I am very concerned about a major crack(s) in the foundation caused by the ongoing problem of stormwater that is putting pressure against the foundation.

I have conferred with several contractors over time, including Flynn and Sons, Acculevel, Nickless Plumbing, and Diamond Excavating. All have agreed that, absent a swale, (which the HOA says is not possible because of the underground utilities in the common area) that the only solution to this problem is the installation of a perimeter drain against the footer of the side of my home that would completely divert the standing water, keeping it from entering the home and from causing further foundation issues; and that the existing, improper exterior drain pipes must be replaced with the right product and connected to a basin that would direct water to the storm drain on the other side of S Laurel Court. No perimeter drains were installed around the exterior of this building at the time of construction, (1985) which would have prevented this issue from developing.

I realize this project's estimate is beyond what is typically requested. Even so, I have limited means (and an unconcerned HOA) and respectfully request consideration.

Please see the estimate for detail from the contractor's perspective.

Ab Project Description	The proposed project would address the stormwater runoff around the side of my building by installing a perimeter drain around the footer, which would divert stormwater runoff and relieve the pressure to the building's foundation while keeping water from continuing to intrude inside. The project would also address improper drainage from the home's drain pipes and gutters and the exterior drain pipes surrounding the building that are not the right product and are not installed properly.
	While these efforts will definitely affect the safety of the building that houses mine and another family's condo's, it will also help remediate the standing water that pools after rains or during rainy seasons in the common areas, which affects 8 other adjacent units on this end of the street. Mine is simply at the lowest point where the stormwater runoff is greatest - and thus has the bulk of the problem as well as the greatest water intrusion inside the building.
	I have attached the requested photos, but I have additional ones that I can supply. Because we are experiencing a hot, dry spell and I took the photos just today, they do not adequately demonstrate the multiple problems of pooling, soggy ground, standing water, and pressure against the foundation. Fortunately, the contractors mentioned above were able to see the water problems earlier in the year when we were having more rain. Please let me know if there are any issues opening the photos from a MacBook.
	Each of these professionals came to the same conclusion after their assessments and made the same independent recommendations for installation of proper drainage around the exterior footer of the home while addressing the existing improper and faulty drain pipes as described above.
Ξ៖ Project Type	Other × +
C Existing Plans	
(Removed)	Drop files here or browse
🗅 Map (Removed)	
	Drop files here or browse
🗅 GIS JPG Map	

Drop files here or browse



Downward slope to the low point in the...

Exposed pipe, incomplete basin.HEIC





🗅 Photo 2





One of two interior cracks, 2024.HEIC

🗅 Sketch



A Contractor

Diamond Lawn and Excavating (Cody Williams)

L Estimate Original	<section-header><section-header><section-header><section-header><section-header><section-header><section-header><text><text><text><text><text><text><text><text><text><text><text></text></text></text></text></text></text></text></text></text></text></text></section-header></section-header></section-header></section-header></section-header></section-header></section-header>	
\$ Cost Estimate	\$23,000.00	
☑ Print/Save	\checkmark	
A Signature	Sherrie Shuler	

▲ PREVIOUS Project Description	
▲ PREVIOUS Drainage/Erosion Issue	
OLD Cost Estimate (image)	Orop files here or browse
\$ PREVIOUS Cost Estimate	
🗅 OLD Sketch	_



TO	1.141141.4.4.4	0	D
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- FROM: Sharr Pechac, Director of Human Resources Audrey Brittingham, Assistant City Attorney
- CC: Chris Wheeler, Assistant City Attorney; Margie Rice, Corporation Counsel; Erica DeSantis, Human Resources; and Council Administrator Lisa Lehner
- DATE: For December 2, 2024 Board of Public Works Meeting
- SUBJECT: 2024 Salary Ordinance 23-25 for Appointed Officers, Non-Union, and AFSCME Employees

The requested change is explained below.

Pursuant to Indiana Code §8-1.5-3-4, the Utilities Service Board is responsible for setting the salaries for all of their employees and approving any salary amendments for those employees.

Earlier this year, negotiations between the City of Bloomington and City A.F.S.C.M.E. employees resulted in a one-time bonus payment of Five Hundred Dollars (\$500.00).

While Utilities has the funds to cover these payments, the previously cited Indiana Code requires this Board to approve changes to compensation for their employees.

We request the USB approve a onetime \$500 (gross) bonus to all City of Bloomington Utilities employees that are members of the AFSCME union in 2024. This request recognizes that major strides have been made in 2024 to correct the salary deficiencies of non-union staff. At the same time, the City also addressed compensation for both Fire and Police personnel. This bonus reflects the City's appreciation of our AFSCME personnel, which will be further demonstrated when we engage in a Salary Study of AFSCME positions in 2025.

The proposed amendment to Ordinance 23-25 reflecting this change has been provided to you and is currently scheduled to go to City Council on December 4, 2024 for first reading, and December 11, 2024 for second reading and a vote.