AGENDA
UTILITIES SERVICE BOARD MEETING

Utilities Service Board Room
City of Bloomington Utilities
600 E. Miller Dr.
Bloomington, Indiana 47402

Sam Frank, President
Jim Sherman, Vice President
Jason Banach
Amanda Burnham
Jeff Ehman
Julie Roberts
Jim Sims
Terri Porter, ex-officio

August 7, 2017, 4:30 PM
Finance Subcommittee

- **Sam Frank**
- **Jim Sherman**
- **Amanda Burnham**
- **Jim Sims**

I. Call to order

II. Discussion of 2018 Utilities Budget

III. Petitions and communications

IV. Adjournment

* Brief public comment will be limited to 5 minutes per person.

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August 7, 2017
5:00 P.M. Regular Meeting

I. Call to order

II. Approval of the minutes of previous meeting (July 24)

III. Approval of the claims

IV. West 3rd St Curb Ramps Quote Opening – Phil Peden

V. Request for Approval of Contract for Private Hydrant Servicing – Chris Wheeler

VI. Request for Approval of Contract for the Sale of Water – Chris Wheeler

VII. Request for Approval of Contract for Repaving Woodyard Rd – Chris Wheeler

VIII. Request for Approval of 2018 Budget – Vic Kelson

IX. Old business

X. New business

XI. Subcommittee reports

XII. Staff reports

XIII. Petitions and communications*

XIV. Adjournment

* Brief public comment will be limited to 5 minutes per person.

UTILITIES SERVICE BOARD MEETING

July 24, 2017

Utilities Service Board meetings are recorded electronically or stenographically and are available during regular business hours in the office of the Director of Utilities.

Board President Frank called the regular meeting of the Utilities Service Board to order at 5:00 p.m. The meeting was held in the Utilities Service Board room at the City of Bloomington Utilities Administrative Building in Bloomington, Indiana.

Board members present: Sam Frank, Jim Sherman, Jason Banach, Amanda Burnham, Julie Roberts, Jim Sims, and Terri Porter (ex-officio).

Staff members present: Chris Wheeler, Brad Schroeder, Nancy Axsom, Phil Peden, Mike Hicks, Tom Axsom, Jon Callahan, John Langley, Holly McLauchlin, Efrat Feferman, and Vic Kelson.

MINUTES

Board Vice President Sherman moved and Board Member Burnham seconded the motion to approve the minutes of the July 10th meeting. Motion carried, 6 ayes, 1 member absent (Ehman).

CLAIMS

Sherman moved and Board Member Roberts seconded the motion to approve the standard claims as follows:

> ***Vendor invoices submitted included $121,623.22 from the Water Utility; $66,869.08 from the Wastewater Utility; and $3,450.43 from the Stormwater Utility. Total Claims approved, $191,942.73.***

Motion carried, 6 ayes, 1 member absent (Ehman).

Sherman moved and Roberts seconded the motion to approve the ACH payments as follows:

> ***ACH invoices submitted included $200,834.62 from the Water Utility; $0.00 from the Wastewater Utility; and $0.00 from the Stormwater Utility. Total Claims approved, $200,834.62.***

Motion carried, 6 ayes, 1 member absent (Ehman).

Sherman moved and Roberts seconded the motion to approve the utility claims as follows:

> ***Utility invoices submitted included $294.85 from the Water Utility; $23,756.57 from the Wastewater Utility; and $0.00 from the Stormwater Utility. Total Claims approved, $24,051.42.***

Motion carried, 6 ayes, 1 member absent (Ehman).

Sherman moved and Roberts seconded the motion to approve a second set of utility claims as follows:

> ***Utility invoices submitted included $6,181.62 from the Water Utility; $19,747.38 from the Wastewater Utility; and $0.00 from the Stormwater Utility. Total Claims approved, $25,929.00.***

Motion carried, 6 ayes, 1 member absent (Ehman).

Sherman moved and Roberts seconded the motion to approve the wire transfers and fees for the month of July in the amount of $330,037.18.

Motion carried, 6 ayes, 1 member absent (Ehman).

Sherman moved and Roberts seconded the motion to approve the customer refunds as follows:

> ***Customer refunds submitted included $674.93 from the Water Utility; $62.81 from the Wastewater Utility; and $0.00 from the Stormwater Utility. Total Claims approved, $737.74.***

Motion carried, 6 ayes, 1 member absent (Ehman).

Sherman moved and Roberts seconded the motion to approve the customer refunds as follows:

> ***Customer refunds submitted included $0.00 from the Water Utility; $952.29 from the Wastewater Utility; and $0.00 from the Stormwater Utility. Total Claims approved, $737.74.***

Motion carried, 6 ayes, 1 member absent (Ehman).

HYDRANT MAINTENANCE AND TESTING CONTRACT

Sherman moved and Roberts seconded the motion to approve contract for $64,100.00; motion carried, 6 ayes, 1 member absent (Ehman).

CBU Assistant Director-Engineering Schroeder presented a contract with M.E. Simpson for hydrant maintenance and capacity testing. Half of the hydrants in the system, about 1,600, are to have routine maintenance at $37 per hydrant; total sum is not to exceed $59,200.00. One hundred hydrants are scheduled for capacity testing at $49.00 per hydrant for a total not to exceed $4,900.00. This is a contract for 2017 only because CBU is changing its approach and will no longer do the 3 year contracts for hydrants as was done in the past.

Four suppliers offered quotes for this contract. M.E. Simpson was the lowest as well as the supplier that has done this work for CBU for 8-10 prior years. Contract was approved.

OLD BUSINESS: N/A

NEW BUSINESS: N/A

SUBCOMMITTEE REPORTS: Finance subcommittee met for 1 hour prior to regular meeting. CBU Director Kelson and CBU Assistant Director-Finance Feferman presented a preliminary budget request for 2018. Another subcommittee meeting is scheduled for August 7th for members to ask questions and formulate a recommendation for full board.

STAFF REPORTS: Kelson reported that CBU sold water bonds. There were 4 competitive bids and the rate was lower than anticipated resulting in a rate increase of 20.06% as opposed to the 20.15% approved by the IURC. The $4.6 million in bonds will support the Fullerton Pike project and the water main replacements as presented in the last USB meeting (July 10th).

Kelson also thanked staff for working overnight on the weekend to repair a 12 inch water main break on Clarizz & 3rd. Board also commended staff and brought up that crews sometimes work "in harm's way", such as roadwork at night. Frank brought up that statistics from the subcommittee budget presentation show that CBU takes safety seriously and will continue to make safety a priority in 2018.

PETITIONS AND COMMUNICATIONS: N/A

ADJOURNMENT: The meeting was adjourned at 5:13 p.m.

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Samuel K. Frank, President

UTILITIES SERVICE BOARD MOTION
MEETING ON AUGUST 07, 2017

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 08/03/17	Date:	08/03/17
	USB: 08/07/2017		
	For Period: 07/08/17-07/21/17	**Paydate:**	**08/11/17**
	G/L Date: **08/11/17**		

Utilities Department invoices filed with the City Controller August 03, 2017 and signed by the Utilities Service Board for payment August 11, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	289,922.27
Water Construction	324,327.14
Water Meter Deposit	0.00
Water Sinking	1,100.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	$615,349.41
Wastewater Operations & Maintenance	375,226.60
Wastewater Construction	16,200.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$391,426.60
Stormwater	194,385.99
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$194,385.99
Total Water Utility:	**$615,349.41**
Total Wastewater Utility:	**$391,426.60**
Total Stormwater Utility:	**$194,385.99**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$1,201,162.00**

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/11/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Sinking	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
ABC Cutting Contractors, INC	125365	TD17-279 Core cut for storm sewer @ 301 E. 3rd St	400.00						400.00
Aecom Technical Services	37943534	W17-4102 - Dyer tank environmental svc thru 07/14/17 - ENG	2,866.50	2,866.50					
Alliance Of Indiana Rural Water	8829	PUR17-312 Operation & Control of SBRS for staff training	120.00				120.00		
American Water Works Association	7001405608	PUR17-326 Ann memb renewal Kelson 10/01/17-9/30/18 - V. Kelson	224.00	89.60			134.40		
American Water Works Association	7001406798	MN17-206 Textbooks for operator training	677.31	677.31					
Aramark Uniform & Career Apparel Group, INC	06/30/17 Uniform	Uniform service - June 2017 - TD, ENG, BP, DR, PUR, MN	355.11	145.29			209.82		
B L Anderson Co., INC	0000012171	MN17-273 Annual calibrations of flow & level monitoring equip	2,924.25	2,924.25					
Bank of New York	252-2039127	Paying agent fee 07/25/1707/24/18 - Waterworks Rev Bonds 2017	1,100.00		1,100.00				
Barry Company, INC	620569	S16-6000 - 2" Pressure reducer for Blucher project - PUR	358.94				358.94		
BBC Pump And Equipment Company, INC	30041552	BP17-95 Tsurumi 304SS, 1HP, 1pH, 115V pump	739.05				739.05		
BBC Pump And Equipment Company, INC	30042107	TD17-261 6.7 Impellers (2); lifting brackets (2) Cedar Chase LS	2,069.22				2,069.22		
Big Dipper Building Services, LLC (Overhead Door)	40678	PUR17-323 Repair of south garage door at Service Center	800.00	320.00			480.00		
Bingham Greenebaum Doll LLP	4388456	2016 Water Utility Rate Increase thru 05/15/17 - ACCT	1,065.75	1,065.75					
Bingham Greenebaum Doll LLP	4391740	2016 Water Utility Rate Increase thru 06/30/17 - ACCT	304.50	304.50					
Black Lumber Co INC	331175	2 Grinding wheels, nails, mason blade for truck #629 - TD	40.95	16.38			22.52		2.05
Brehob Corporation	701182	BP17-128 Air compressor preventive maintenance	946.09				946.09		
Brenntag Mid-South, INC	BMS708457	Robin 120 Polymer - 4,600 @ .9420 delivered 07/19/17 - MN	4,333.20	4,333.20					
BSA Environmental Services, INC	COB17-02	18 Analysis of algae samples - ENV	1,890.00	1,890.00					
Chemical Resources, INC	300417	Sodium aluminate - 45,960 @ .1720 delivered 07/17/17 - DR	7,905.12				7,905.12		
Chemtrade Chemicals Corporation	92145343	Alum - 10.982 @ 424.00 delivered 07/13/17 - MN	4,656.37	4,656.37					

City of Bloomington Utilities
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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Sinking	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
Chemtrade Chemicals Corporation	92149412	Alum - 10.864 @ 424.00 delivered 07/19/17 - MN	4,606.34	4,606.34					
Chris James Scott Eberle	PUR17-329	Mileage reimbursement for call-out on 07/14/17 - PUR	7.20	7.20					
Cintas First Aid & Safety # 388	5008328590	Restock first aid cabinet @ Dillman - 07/19/17 - DR	124.62				124.62		
City Of Bloomington	06/30/17 Fuel	Monthly fuel for all utilities vehicles - June 2017 - ACCT	11,139.07	3,784.88			7,354.19		
City Of Bloomington	07/31/17Set Rate	Set rate - Parts & repairs for all utilities vehicles -July 2017	27,594.92	8,388.86			19,206.06		
City Of Bloomington	ACCT17-084	2017 1st QTR Interdepartmental Agreement - Water/Wastewater-ACCT	464,040.16	194,975.17			269,064.99		
Commercial Service Of Bloomington, INC	S136227	Repair A/C in Lab @ Blucher - 06/22/17 - BP	190.00				190.00		
Commercial Service Of Bloomington, INC	S136458	Damper motor replacement @ Dillman - DR, PUR	369.00				369.00		
Cosner's Ice Company	125011486	110 Bags of ice delivered 07/14/17 - TD	159.50	63.80			87.73		7.97
County Materials Corporation	2907949-00	D17-91 PUR17-262 Reinforced 12" concrete pipe (80 lineal feet)	756.00						756.00
Creative Graphics, INC (dba Baugh Enterprises)	3301	Printing & postage for water/sewer bills - July 2017 - ACCT	10,559.00	4,223.60			6,335.40		
Creative Graphics, INC (dba Baugh Enterprises)	3313	100k #9 printed envelopes, 100k window envelopes, 160k bill-AR	9,212.00	3,684.80			5,527.20		
Electric Plus, INC	15907	BP17-114 Replace broken conduct & wiring under belt press #2	1,894.46				1,894.46		
Environmental Express, INC	1000472394	DL17-055 CRDL Detection Limit Standard, 100mL	151.09				151.09		
Eurofins Eaton Analytical, INC	S280260	Testing - Dissolved & total organic, SUVA, UV - MN	185.00	185.00					
Everett J Prescott, INC	5242461	TD17-220 Omni F2 mtr, dismantel jt, check valve for IU stadium	12,297.09	4,918.84			7,378.25		
Fastenal Company	INBLM199749	Restock supplies in machine - 08/12/17 - PUR	97.64	48.35			49.29		
Fastenal Company	INBLM199794	Restock supplies in machine - 07/17/17 - PUR	193.05	86.52			106.53		
Fisher Scientific Company, LLC	3610039	Nalgene wide-mouth polycarbonate jars - ENV	315.62				315.62		
Fisher Scientific Company, LLC	3610040	Nalgene tubing, cellulose filters - LAB, MN	274.24	274.24					
Fisher Scientific Company, LLC	3610042	Filtration vacuum pump for TOC samples filtering - MN	1,003.91	1,003.91					

City of Bloomington Utilities
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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Sinking	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
Fisher Scientific Company, LLC	3676126	3 pk Polyfoam mailer for bottles - LAB, DR	289.02	289.02					
Fisher Scientific Company, LLC	3737878	2 pk petri dish w/pad 47mm sterilized, membrane filters 47mm-DR	1,010.72	1,010.72					
Fisher Scientific Company, LLC	3737879	L-Ascorbic acid, 2 ammonium peroxydisulfate 500g - LAB, DR	252.85				252.85		
Fisher Scientific Company, LLC	3737886	1 cs of sample bottles, 1 pk wash bottles for lab - LAB, MN	387.85	387.85					
Fisher Scientific Company, LLC	3805298	Filtration system/flask, filter base, funnel, clamp - LAB, MN	577.61	577.61					
Gripp, INC	334606	Monthly Wastewater flow monitoring - ENG	4,576.83				4,576.83		
GRW Engineers, INC	0047811	S17-6107 Bid assistance for 2017-2018 sewer lining thru 06/17/17	3,000.00				3,000.00		
HACH Company	10528121	Maint kit for 5500sc ammonia analyzer - MN	815.00	815.00					
HACH Company	10546723	Glass rod tubidity standard, calibration lids - MN	1,036.39	1,036.39					
HACH Company	10546725	Calibration kit for DR3900 - MN	1,406.39	1,406.39					
Hawkins, INC	4099939	MN17-148 Installation of sodium permanganate system incl labor	10,851.86	10,851.86					
Hawkins, INC	4101727	MN17-284 Sodium thiosulfate 30%; 223 GA @$.3900	925.36	925.36					
Hawkins, INC	4101739	MN17-285 Sodium permanganate 20%; 465 GA	4,316.69	4,316.69					
HD Supply Facilities Maintenance - (USA Bluebook)	295625	DR17-085 DO/Temp cable; galvanic DO sensor; safety glasses (20)	338.51				338.51		
HD Supply Facilities Maintenance - (USA Bluebook)	298049	DR17-088 YSI Pro 20 DO Meter (1); Hach DPD 4 for 10ml (2)	918.73				918.73		
HD Supply Waterworks, LTD	H324110	D17-91 PUR17-260 DURASLOT, coupling bands, & adapters	11,033.76						11,033.76
HD Supply Waterworks, LTD	H409675	PUR17-291 4" megalugs (10)	182.50	73.00			109.50		
HD Supply Waterworks, LTD	H515725	TD17-290 10 rolls straw matting 8'x12'	500.00	200.00			275.00		25.00
Hirons & Company Communications, INC	INV-24457	ACCT17-072 Lead contamination communications ed &door hangers	2,615.00	2,615.00					
Hoosier Times, INC	155381 06/30/17	Ads for seasonal laborers & maint apprentice 06/10-06/24/17-DIR	276.98	110.79			166.19		
HP Products Corporation	CR0019989 6	Credit memo for a freight charge on Inv #I3054575 - BP	(19.29)				(19.29)		

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Sinking	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
HP Products Corporation	I3110667	1 cs tissue, 4 cs kitchen towels, 1 cs foam cups - BP	287.12				287.12		
HP Products Corporation	I3110775	Can liners, LG & XL blue nitrile gloves, roll towels - DR	361.98				361.98		
HP Products Corporation	I3110776	Mop bucket, mop handle, wipes, cleaner, dust pan, broom, misc-MN	346.25	346.25					
HP Products Corporation	I3113201	1 cs Febreze fabric freshener - BP	75.79				75.79		
HP Products Corporation	I3114112	Dust masks, tissue, m-fold towels, can liners, accuwipes-SC	554.60	221.84			332.76		
H-T-L PermaUSA LP	I00138698	BP17-118 50 Perma Classic with Activator - grease canisters	2,063.39				2,063.39		
Indiana Safety Company, INC	0077361-IN	PUR17-292 Midwest 36" aluminum asphalt landscape rakes (2)	97.24	38.90			53.48		4.86
Indiana University Health Bloomington, INC	00049987-00	Vaccine Hep B, Toxoid single for 1 Dillman employee-06/23/17 -DR	93.00				93.00		
Indiana University Health Bloomington, INC	00050940-00	Vaccine Hep B, Admin toxoid single for 1 TD employee 07/07/17-TD	93.00	37.20			55.80		
Indiana University Health Bloomington, INC	00051306-00	Drug screen DOT 5 Panel E screen for 1 TD employee 07/11/17 - TD	43.00	17.20			25.80		
Indiana University Health Bloomington, INC	00051307-00	Drug screen DOT 5 Panel E screen for 1 TD employee 07/11/17 - TD	43.00	17.20			25.80		
Indiana University Health Bloomington, INC	00051308-00	Drug screen breath alcohol test DOT - 1 TD employee 07/11/17-TD	40.00	16.00			24.00		
Indiana University Health Bloomington, INC	00051310-00	Drug screen DOT 5 Panel E screen for 1 TD employee 07/11/17 - TD	43.00	17.20			25.80		
Industrial Filter Manufacturers, INC	194944	BP17-119 AMO185 blower filters (6) plus freight	1,166.76				1,166.76		
Ipreo Parent Holdco, LLC	IP_10031925	Electronic distribution of POS/OS-Waterworks Rev Bonds 2017-ACCT	700.00			700.00			
Irving Materials, INC	10429050	Concrete - Water @ 1019 Gentry Court - 07/05/17 - TD	274.00	274.00					
Irving Materials, INC	10429051	Concrete - Storm @ 219 S Madison St - 07/05/17 - SW, TD	276.00						276.00
J.R. Watkins & Family, INC (Signs Now)	16521	ADMIN17-081 500 pot/pan scrapers for FOG program	509.59				509.59		
Jason Krothe (Hydrogeology, INC)	001-On call	S17-6104-S Central Interceptor On-call services 05/21-06/18/17-E	1,538.11				1,538.11		
Jason Krothe (Hydrogeology, INC)	002-On call	S17-6104-S Central Interceptor On-call services 06/19-07/16/17-E	2,739.75				2,739.75		
JCI Jones Chemicals, INC	727885	Sodium hydroxide - 11.7540 @ 524.00 delivered 07/19/17 - MN	6,159.10	6,159.10					

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Sinking	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
JCI Jones Chemicals, INC	728004	Sodium hypochlorite - 4,557 @ .7500 delivered 07/20/17 - MN	3,417.75	3,417.75					
JCI Jones Chemicals, INC	728008	Sodium hypochlorite - 3,829 @ .7500 delivered 07/20/17 - DR	2,871.75				2,871.75		
K&S Rolloff, INC	34372	Removal of debris from hill area - 07/14/17 - SC	212.32	84.93			127.39		
Kingscote Chemicals, INC	219881	CS17-016 Leak detective tablets w/o cards	87.55	35.02			52.53		
Komline Sanderson Engineering Corporation	42035175	BP17-91 Steel couplings, galv., 1-1/2" & gaskets (3)	219.20				219.20		
Komline Sanderson Engineering Corporation	42035654	BP17-91 Steel couplings, galv., 1-1/2" & gaskets (3)	307.87				307.87		
Lawson Products, INC	9305035739	Misc cleaner, hex washers, nipples, scrub brush & misc - BP	327.36				327.36		
Lawson Products, INC	9305039390	Fruit punch & strawberry lemonade qwik sticks - BP	54.75				54.75		
McMaster-Carr Supply Company	37549319	MN17-265 Injector, CPVC Ball Valve, 3/4 Process Pipe Size	593.23	593.23					
McMaster-Carr Supply Company	37639043	MN17-257 High pressure injection quill, item#3347K999	311.16	311.16					
McMaster-Carr Supply Company	37825812	MN17-266 Injector, CPVC ball valve, 1 process pipe size	605.02	605.02					
Menards, INC	68162	Silicone ultra, 7' phone line cord, 1" aluminum & misc - MN	173.16	173.16					
Menards, INC	68258	Credit memo for returned items from inv 68162 & 68259 - MN	(55.98)	(55.98)					
Menards, INC	68259	Box bracket, 1" vinyl alab - MN	39.90	39.90					
Menards, INC	68792	Caution paint, tape, LP Gas tank exchange - DR	99.73				99.73		
Meters & Controls Company, INC	17177	MN17-268 Quartz cuvettes for UV254 analyzer (2)	255.00	255.00					
Midwest Color Printing, INC	10028	Business cards for Vic Kelson - DIR	41.50	16.60			24.90		
Midwest Color Printing, INC	10083-CBU	PUR17-317 Business cards - R. Fiedler & B. Prince	75.50	30.20			45.30		
Midwest Color Printing, INC	9766-CBU	PUR17-317 Employee business cards - K. Alexander & T. Gholson	78.00	31.20			46.80		
Midwest Color Printing, INC	9946-CBU	PUR17-317 Business cards - T. Axsom & R. Fiedler	75.00	30.00			45.00		
Monroe County Government	072017-COBU	Misc copies made 06/05-06/27/17 - ENG	43.00	17.20			25.80		
Monroe County Government	09/19/17 CBU	ADMIN17-115 Rental for Commons #6 9/22/17 for LMC Annual Retreat	122.00				122.00		

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Sinking	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
Monroe County Government	FP PHI CBU-D	W17-4100-Fullerton Pike PH 1 Rd Reconstr Pmt# 4&5-ACCT	296,377.14			296,377.14			
NCL of Wisconsin, INC (North Central Labs)	392790	DL17-052 5 CS Petri dishes, 100x15mm, sterile, disposable	684.60	684.60					
NCL of Wisconsin, INC (North Central Labs)	392791	DL17-053 N-50 Nitrification inhibitor, 40g vial (12)	264.35				264.35		
Online Resources Corporation	3943479	Maintenance fee for electronic payments (3 months) - AR	150.00				150.00		
Pace Analytical Services, INC	1750067444	Analysis of Dillman monitor well - 06/29/17 - LAB, DR	1,955.00				1,955.00		
Perkin Elmer LLC	5303893745	DL17-057 Cadmium EDL lamp for AA (1)	646.00				646.00		
Professional Golfcar Corporation	56676	DM17-071 8 volt batteries for utility vehicles (6)	774.00				774.00		
Red Beard, INC (Baldy's Pizzeria)	DR17-092	DR17-092 Food for LMC training 7/12/17	67.62				67.62		
Richard's Small Engine, INC	270751	Inner & outer filter elements for Scagg mowers - DR	183.45				183.45		
Sal Chemical Co., INC	171103	Aqua ammonia - 19,460 @ .1600 delivered 07/17/17 - MN	3,113.60	3,113.60					
Schaeffer Manufacturing Company	BS1416-INV1	1 case Citrol degreaser - BP	104.04				104.04		
Shambaugh & Son, LP (Precision Controls of Indy)	16458393	DM17-030 Installation of new #3 level sensor - Labor	473.00				473.00		
Sheila McGlothlin	ENG17-055	Camera extension - ENG	5.00	2.00			3.00		
Smith Implements, INC	P47019	Grill & fuse for bush hog #729 - BP	136.96				136.96		
Southern Indiana Parts, INC (Napa Auto Parts)	139477	TD17-138 Replacement door handle for truck 621	16.99	6.80			9.34		.85
Southern Indiana Parts, INC (Napa Auto Parts)	155006	DM17-072 MAC Battery Protect, part#1073; (12)	44.28				44.28		
Southside Rental Center, INC	01-213961-01	Propane - SC	114.24	45.70			68.54		
Standard and Poors, LLC	11332244	Analytical svc rendered for 2017 Waterworks bond - ACCT	15,750.00			15,750.00			
Standard and Poors, LLC	11332245	Analytical svc rendered for 2017 Sewage Works bond - ACCT	16,200.00					16,200.00	
State of Indiana	Cause #44855	Bond fee for cause 44855 - Waterworks Revenue Bonds ACCT	11,500.00			11,500.00			
State Of Indiana	Sara Tracey	MN17-277 Application fee for WT-5 exam - Sara Tracey	30.00	30.00					
Suburban Laboratories, INC	146273	Annual organic pollutant monitoring @ Dillman - ENV	3,272.00				3,272.00		

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/11/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Sinking	Water Construction	Wastewater O&M	Wastewater Construction	Stormwater O&M
Suburban Laboratories, INC	146319	Annual sampling of Indiana Meter Craft's outfalls - ENV	782.00				782.00		
Sullivan-Brough, INC (Safety Wear)	3243150	Gas miser demand regulator kit - BP	447.76				447.76		
Sullivan-Brough, INC (Safety Wear)	3243680	Gas alert max XTII detector - BP	796.03				796.03		
Sullivan-Brough, INC (Safety Wear)	3248437	2 34-liter cylinders of gas used to calibrate gas detectors - TD	330.00	132.00			181.50		16.50
Sullivan-Brough, INC (Safety Wear)	3249393	Gas alert MAX XTII-4 gas detector for truck #690 - TD	802.14				802.14		
Tom Spencer Concrete Products, INC	8766	PUR17-263 Curb Inlet type J (2); Inlet type A (1)	1,190.00						1,190.00
Tri-State Bearing Co, INC	199302-01	Auto greaser & misc bearings for RAS pumps - DR	662.97				662.97		
Tri-State Bearing Co, INC	256611-00	Misc bearings for Morningside Lift Station - LS, TD	103.10				103.10		
Tyler Technologies, INC	046-191722 CBU	Implemntation & training - Citizen transparency portal - DIR	7,500.00	3,000.00			4,500.00		
Virtuoso Sourcing Group, LLC	23492	Collection agency fee - 07/06-07/11/17 - AR	40.74	16.30			24.44		
Virtuoso Sourcing Group, LLC	23493	Collection agency fee - 07/05/17- AR	14.12	5.65			8.47		
W.W. Grainger, INC	9491108214	DM17-070 50ft & 100ft extension cords; various ear plugs	935.23				935.23		
W.W. Grainger, INC	9495324569	BP17-130 Elbows, couplings, flanges & round spacer	468.42				468.42		
W.W. Grainger, INC	9496313645	TD17-277 Oval motor run capacitors for lift station shop (6)	98.64				98.64		
Weddle Bros Construction Co., INC	63020	D17-092 ENG17-049 3rd & Lincoln tunnel repair - labor & material	180,673.00						180,673.00
Young Trucking, INC	93378	Hauling sludge from Blucher Poole - 07/05/17 - BP, ENV	650.11				650.11		
Young Trucking, INC	93461	Hauling sludge from Dillman WWTP - 07/11/17 - DR, ENV	744.79				744.79		
Young Trucking, INC	93462	Hauling sludge from Blucher Poole - 07/11-07/13/17 - BP, ENV	1,362.20				1,362.20		
Grand total:			1,201,162.00	289,922.27	1,100.00	324,327.14	375,226.60	16,200.00	194,385.99

UTILITIES SERVICE BOARD MOTION
MEETING ON AUGUST 07, 2017
UTILITY BILLS

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 08/02/17	Date:	08/02/17
	USB: 8/7/2017		
	For Period: 07/20/17 - 08/01/17	**Paydate:**	**08/02/17**
	G/L Date: **08/02/17**		

Utilities Department invoices filed with the City Controller August 02, 2017 and signed by the Utilities Service Board for payment August 02, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	104,807.09
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	$104,807.09
Wastewater Operations & Maintenance	74,317.72
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	$74,317.72
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	$0.00
Total Water Utility:	**$104,807.09**
Total Wastewater Utility:	**$74,317.72**
Total Stormwater Utility:	**$0.00**
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	**$179,124.81**

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 08/02/17

Utility bills

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	8123311353 07/17	Service - S Washington St Storage - 07/22-08/21/17 - S	142.57	57.03	85.54
AT&T	81233154000 7/17	Service - Centrex main line - 07/22-08/21/17 - SC	8,022.11	3,208.84	4,813.27
AT&T Mobility II, LLC	07/11/17	Service-All Depts - 06/12-07/11/17-#28728772596x07	2,207.46	755.80	1,451.66
AT&T Mobility II, LLC	8123600681 07/17	Service-D Steury-06/12-07/11/17-#287273058032x071	89.20	89.20	
Duke Energy	08/02/17	Service - June - July 2017 - LS, BS, GR, TD, DR, MN	168,566.89	100,599.64	67,967.25
Smithville Telephone Co Inc	8128241616 07/17	Service - SE Pumping Station - 06/20-07/19/17 - BS	96.58	96.58	
		Grand total:	179,124.81	104,807.09	74,317.72

WIRE TRANSFERS, FEES & PAYROLL FOR THE MONTH OF JULY, 2017

INDIANA DEPARTMENT OF REVENUE (SALES TAX - JUNE, 2017)	$0.00
INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX 2ND QUARTER UTILITY RECEIPTS TAX	$0.00
NPC CHARGE CARD FEES - JUNE, 2017	$0.00
FIRST FINANCIAL ACCOUNT ANALYSIS FEES - JUNE, 2017	$0.00
GROSS PAYROLL 8/4/2017	$296,115.16
FICA TAX 8/4/2017	$21,308.57
TOTAL	**$317,423.73**

MEMORANDUM

TO: Utilities Service Board
FROM: Phil Peden, Utilities Engineer
DATE: 08/03/2017
RE: W 3rd St-From Jackson to S. Buckner Curb Ramps

Funding Source: HAND

Total Dollar Amount of Contract: TBT

Expiration Date of Contract: 10/12/2017

Department Head Initials of Approval:

Due Date For Signature: USB Meeting August 21, 2017

Record Destruction Date (Legal Dept to fill in):

Summary:

In 2016 CBU installed sanitary sewer along W. 3rd St from S. Fairview St. to S. Buckner and now needs new asphalt. Federal regulations state that before the Street Dept. can pave W 3rd St all curb ramps must meet ADA requirements. HAND has offered to fund the Curb Ramps. CBU has prepared the design and quote documents with Planning and Transportation. The quotes are to be opened at the Aug 7th Utilities Service Board meeting and taken for review. The award date for the project will be at the August 21st meeting.

CITY OF BLOOMINGTON

City of Bloomington Utilities
West 3rd Street Curb Ramps
Bid Opening Date: August 7, 2017 at 5:00pm

CONTRACTOR	BASE BID

CONTRACT FOR SERVICES (PRIVATE HYDRANT SERVICING)

THIS CONTRACT is entered into by and between the City of Bloomington Utilities through its Utilities Service Board (hereinafter referred to as "City") and M.E. Simpson Co., Inc. (hereinafter referred to as "Service Provider"). The terms of this Contract shall govern over prior and subsequent offerings, proposals, purchase orders, or similar communications unless otherwise specifically agreed to in writing by both the Board and Service Provider.
WITNESSETH:

WHEREAS, the City has a Fire Hydrant Flow Testing Program; and

WHEREAS, The City wishes to make this Fire Hydrant Flow Testing Program available to Private Citizens (hereinafter collectively referred to as "Customer"); and

WHEREAS, the City requires the services of an independent service provider in order to conduct the necessary fire hydrant maintenance and capacity testing for Customers upon request pursuant to the parameters of said Fire Hydrant Maintenance and Capacity Testing Program and the scope of services below (hereinafter referred to as the "Services");

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

WHEREAS, Service Provider has the experience and professional expertise and is willing and able to provide such Services for and on behalf of the City.

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

1. EFFECTIVE DATE: The effective date of this contract shall be the date last entered in the signature blocks below.

2. TERM: This contract shall terminate on the 31st day of December, 2017.

3. SCOPE OF SERVICES: All work shall be performed in accordance with American Water Works Association (AWWA) standards. Service Provider agrees to conduct private fire hydrant maintenance and/or capacity testing in accordance with AWWA, M-17, 5th Edition "Fire Hydrant: Installation, Field Testing and Maintenance" for Customers on an as needed basis for and on behalf of the City as follows:

   a. Hydrant Maintenance: Hydrant maintenance shall consist only of greasing all hydrant caps for ease of operation. If the hydrant needs additional repairs to make it function as intended, such information will be reported to CBU who will inform the Customer. The Customer will be responsible for making separate arrangements to repair the hydrant.
   b. Hydrant Capacity Testing: Hydrant capacity testing shall consist of the following:
      i. Hydrant nozzle size used for each test will be recorded.
      ii. Residual pressure will be recorded.
      iii. Static pressure will be recorded.
      iv. Flow, in gallons per minute (GPM) will be recorded.
      v. The amount of time it takes to flush each hydrant will be recorded.

c. An estimate will be made of the water used during the operation of each hydrant.
d. If the hydrant is in need of repair or has operational defects, such information will be reported to CBU who will inform the Customer. The Customer will be responsible for making separate arrangements to contract for necessary repairs.
e. An estimate will be made of the water used during the operation of each hydrant

4. CONTRACT PRICE. City shall pay Service Provider Forty Nine ($49.00) Dollars for each hydrant to be serviced. Service of a private hydrant will only be conducted by Service Provider at the same time Service Provider is servicing City owned hydrants, or in batches of 35 or more private hydrants.

5. SCHEDULING: Service Provider shall work with the City and the Customer to schedule a mutually agreeable date and time to service the Customer's hydrant(s). The Service Provider shall meet with the Customer or said Customer's duly authorized representative at the scheduled appointment date and time in order to identify the hydrant(s) on the Customer's property to be serviced.

6. NOTIFICATION: CBU shall provide necessary notification of hydrant servicing to all public and news agencies. Service Provider will be responsible for placing signage in the affected area informing customers of fire hydrant maintenance. Signage should direct all inquiries to the Service Provider.

7. DOCUMENTATION: Service Provider shall provide copies of all flow test documentation to the City. The City shall then provide the Customer with the information and enter the flow test documentation provided by Service Provider into its database for future use by the City, the Fire Department, the Customer and the public.

8. HYDRANT PAINTING: The Service Provider's test results shall indicate what color each Customer's hydrant(s) must be painted to accurately reflect the maximum capacity of water flow from each hydrant in accordance with the National Fire & Safety Code. This information will be provided to the Customer in the data provided to them by CBU.

9. INSURANCE: During the life of this Contract Service Provider shall maintain the following insurance in full force and effect:

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

   All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City shall be named as insured under the General

Liability, Automobile, and Professional Liability Insurance policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

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

10. INDEMNIFICATION: To the fullest extent permitted by law, Service Provider hereby indemnifies and shall defend and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, attorney's fees, costs and expenses of whatsoever nature arising out of the performance of this Contract, including those arising out of injury to or death of Service Provider's employees or sub-Contractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Service Provider or its employees, agents or sub-Contractors.

11. COMPLIANCE WITH LAW: Service Provider shall fully comply with all applicable federal, state, and local laws and executive orders, codes, regulations and plans issued pursuant thereto. Without limiting the generality of the foregoing, Service Provider shall fully comply with each and every requirement of the following laws, orders and regulations as they pertain to this Contract and as they have been or may be amended:

    a. The Fair Labor Standards Act.
    b. The Federal Equal Employment Opportunity Laws including, without limitation, the Civil Rights Act of 1964, Executive Order No. 11246, and any regulations promulgated thereunder in the "Equal Opportunity Employment Clause" set forth therein.
    c. Rules and Regulations of the Department of Transportation, Federal Highway Administration, and Bureau of Public Roads.
    d. The Social Security Act.

12. PERFORMANCE: Service Provider represents that it is fully qualified to perform the Services of this Contract. If Service Provider fails to supply Services required, or if Service Provider violates any provision of this Contract, Service Provider will be in default. If the default is not remedied to the satisfaction of the City within forty-eight (48) hours after Service Provider receives written notice of the default, the City may make any other arrangements the City deems necessary.

13. PAYMENT: Service Provider shall submit a monthly invoice to the Board. City will pay approved invoices within forty five (45) days of the City's approval.

14. APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Contract, if funds for the continued fulfillment of this Contract by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Contract without penalty.

15. INDEPENDENT SERVICE PROVIDER: During the entire term of this Contract, Service Provider shall be an independent Service Provider, and in no event shall any of its personnel, agents or sub-Contractors be construed to be, or represent themselves to be, employees of the Board.

16. NOTICE: Any notice required hereunder shall be provided to the following addresses:

Service Provider:	M.E. Simpson Co., Inc 3406 Enterprise Ave Valparaiso, IN 46383
City of Bloomington:	City of Bloomington Utilities Attn.: Nancy Axsom 600 E. Miller Drive Bloomington, Indiana 47401

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

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

19. ASSIGNMENT: Neither the City nor the Service Provider shall assign any rights or duties under this Contract without the prior written consent of the other party; provided, however, Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract.

20. THIRD PARTY RIGHTS: Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.

21. GOVERNING LAW: This Contract shall be governed by the laws of the State of Indiana.

Venue of any disputes arising under this Contract shall be in Monroe County, Indiana.

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

23. NON-DISCRIMINATION: Service Provider and its sub-Contractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Contract.

   a. Service Providers certifies for itself and all its sub-Contractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:
      i. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification;
      ii. The utilization of Minority and Women Business Enterprises. Service Provider further certifies that it:
         a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
         b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

   b. FURTHER, PURSUANT TO INDIANA CODE § 5-16-6-1, SERVICE PROVIDER AGREES:
      i. That in the hiring of employees for the performance of work under this Contract or any sub Contract hereunder, no Contractor, or sub-Contractor, nor any person acting on behalf of such Contractor or sub-Contractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
      ii. That no Contractor, sub-Contractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Contract on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.
      iii. That there may be deducted from the amount payable to Contractor, by City, under this Contract, penalty of Five Dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
      iv. That this Contract may be canceled or terminated by City and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the

terms or conditions under this section of the Contract.

24. VERIFICATION OF EMPLOYEES' IMMIGRATION STATUS: Service Provider is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Service Provider shall sign an affidavit, attached as **EXHIBIT "A"**, affirming that Service Provider does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

25. NON-COLLUSION: Service Provider certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider shall swear under oath, via signed affidavit, attached as **EXHIBIT "B"** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

26. INTEGRATION AND MODIFICATION: This Contract, including all Exhibits incorporated by reference and attached hereto, represents the entire and integrated Contract between the City and the Service Provider. It supersedes all prior and contemporaneous communications, representations and Contracts, whether oral or written, relating to the subject matter of this Contract.

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

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

CITY OF BLOOMINGTON:

By: _____ Dated: _____
Samuel K. Frank
President, Utilities Service Board

_____ Dated: _____
Vic Kelson
Director of Utilities

M.E. SIMPSON CO., INC.:

By: _____ Dated: 08-01-2017
Michael D Simpson
CEO

CITY OF BLOOMINGTON
Legal Department
Reviewed By: _____
DATE: AUG 3 2017

CONTRACT FOR THE SALE OF WATER

THIS CONTRACT, entered into on this _____ day of _____, 2017, by and between the City of Bloomington, Department of Utilities, hereinafter referred to as "CBU," by action of its Utilities Service Board (Hereinafter referred to as "USB"), and B & B Water Project, Inc. (Hereinafter referred to as "Corporation").

WITNESSETH:

WHEREAS, the Corporation is a Domestic Non-Profit Corporation duly incorporated in the State of Indiana for the purpose of constructing and operating a water supply distribution system for the benefit of the members of the Corporation and to accomplish this purpose, the Corporation will require, and must obtain, a supply of water; and,

WHEREAS, CBU owns and operates a water supply distribution system with a capacity sufficient to serve the present customers of the city system as well as anticipated future growth; and,

WHEREAS, by action of the Utilities Service Board on the _____ day of _____ _____, 2017, the sale of water to the Corporation in accordance with the provisions of this Contract was approved, and the execution of this Contract by the Utilities Service Board was duly authorized.

NOW, THEREFORE, in consideration of the foregoing and the performance of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Effective Date of Contract. The effective date of this contract is the date first written above.

2. Term of Contract. This Contract shall extend for a term of twenty (20) years from the effective date of the Contract, and thereafter may be renewed for such term or terms as may be agreed upon by the parties.

3. Quality and Quantity. CBU shall furnish the Corporation potable water meeting standards of the Indiana Department of Environmental Management and other applicable legal standards in such quantity as may be required by the Corporation, provided, however, that the Corporation will purchase a minimum of fifty thousand (50,000) gallons of water per month and a maximum of eighteen million (18,000,000) gallons of water per month. Such water shall be furnished at the point(s) of delivery specified in this Contract, and shall be furnished during the term of this Contract or any renewal or extension thereof.

4. Point of Delivery, Pressure and Connection. Water will be furnished at a reasonably constant pressure from the meter(s) already in place and in use by the Corporation. Subject to Section 11 below, CBU shall maintain water pressure at the point of delivery equal to or greater than the pressure currently provided to the Corporation for the duration of the term of this Contract or any renewal or extension thereof. If the Corporation requires greater pressure than that currently available at the point of delivery, the Corporation will be responsible for taking the steps necessary to increase the pressure and will bear the cost of providing such greater pressure.

5. Additional Points of Delivery and Connection Fees. Additional points of delivery will be subject to the approval of the Utilities Service Board, which approval shall not be unreasonably withheld, conditioned or delayed. The Utilities Service Board reserves the right to deny a request for any reasonable reason including, but not limited to, a finding that granting the request would pose a substantial interference with CBU's service to its current customers. In the event that additional points of delivery are approved, the Corporation shall pay the fee applicable for new service points of delivery which may increase or decrease from time to time during the term of this Contract, pursuant to a duly adopted ordinance of the City of Bloomington, Indiana, subject to the approval of the Indiana Utility Regulatory Commission (hereinafter referred to as the "IURC").

6. Metering Equipment. CBU shall furnish, install, operate, and maintain at its own expense the necessary metering equipment at the point(s) of delivery, including a meter house or pit, and other required devices of standard type for properly measuring the quantity of water delivered. CBU shall, at its expense, calibrate such metering equipment at least once every twelve (12) months. A meter registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter disclosed by test to be inaccurate shall be corrected for the thirty (30) days previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless CBU and the Corporation shall agree upon a different amount. The Corporation may require CBU to test the metering equipment more frequently than once every twelve (12) months as required above. If the Corporation should require an additional test(s) which disclose that any meter(s) is not accurate, as described above, CBU shall bear the cost of the additional testing. If the Corporation should require an additional test(s) which discloses that any meter(s) is accurate, as described above, the Corporation shall bear the cost of the additional testing. Any cost of the additional testing of an accurate meter(s) charged to the Corporation will be charged at CBU' s actual cost incurred and CBU shall provide verification of those costs if so requested by the Corporation.

7. Billing Procedure. CBU shall provide the Secretary of the Corporation, at such address as may be from time to time furnished to CBU, an itemized statement of the amount of water delivered to the Corporation during the preceding month.

8. Rates. The rate for water to be sold under this Contract shall be $2.39 per one thousand (1,000) gallons, which is the rate shown on CBU's Tariff on file with the IURC for resale of water by CBU existing at the time of execution of the Contract. The parties agree that this rate may increase or decrease from time to time during the term of this Contract, pursuant to a duly adopted ordinance of the City of Bloomington, Indiana, subject to the approval of the IURC or its successor. CBU shall give written notice to the Corporation of any filing which CBU makes with the IURC regarding any matter which affects the Corporation. Such notice shall be made contemporaneously with such filing.

9. Payment. The Corporation shall pay CBU no later than twenty (20) days after the date of billing for water delivered during the previous month. Payment shall be in accordance with the rates set out in Section 8 of this Contract, plus any applicable monthly meter charges.

10. Reports. The Corporation shall, on an annual basis, submit to CBU a copy of its report to the Indiana Utility Regulatory Commission or, if the Corporation is not required to file such report, a copy of its financial report, along with the number of customers served by class and the amount of water sold in gallons by customer class. The Corporation shall also, on an annual basis, submit to CBU a copy of its current schedule of rates and charges.

11. Failure to Deliver. CBU will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Corporation with quantities of water required by the Corporation. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, water emergency, or the supply of water available to CBU is otherwise diminished over an extended period of time, the supply of water to the Corporation shall be restricted, reduced or diminished in the same manner, ratio or proportion as the supply to other customers of CBU is restricted, reduced or diminished. An act of God or other occurrence or event beyond the control of the parties which results in the inability of performance under this Contract by either CBU or the Corporation shall operate to suspend the obligations of this Contract until such time as remedial action will permit a resumption of performance.

12. Regulatory Agencies and Dispute Resolution. This Contract is subject to 170 IAC 1-1 *et seq.* and 170 IAC 6 *et seq.* and other rules and regulations of the IURC that are applicable to public water utilities. CBU and the Corporation will cooperate in obtaining such permits and approvals as may be required to comply with those rules and regulations and with all other controlling law unless the Corporation determines that the permit or approval sought by CBU is not in the best interest of the Corporation. The IURC shall have sole jurisdiction to resolve any disputes arising under this Contract, and the service boundaries between CBU and the Corporation. If a party ("Initiating Party") to this Contract, which has been removed from the IURC's jurisdiction, proposes to undertake an action or activity, or to cease an action or activity, which would have required IURC approval if the Initiating Party were still regulated by the IURC, and affects the other party ("Responding Party") to this Contract, the Initiating Party shall notify the Responding Party at least thirty (30) days prior to implementing the proposal. If the Responding Party agrees to the proposal, the parties will cooperate to implement the proposal. If the Responding Party objects to the proposal, it shall so notify the Initiating Party within thirty (30) days. If the Responding Party timely objects, the Initiating Party shall not implement the proposal. If the parties cannot reach agreement on the proposal, the parties agree to submit the dispute to the IURC for resolution and stipulate to the IURC's jurisdiction over the parties and subject matter as may be necessary to resolve the dispute. If the IURC refuses to hear and resolve the dispute, the parties shall submit the dispute to arbitration as follows:

    a. The arbitrator must be an attorney who has served as an IURC Commissioner or Administrative Law Judge, or an attorney with at least five (5) years of experience in IURC practice. If the parties do not agree as to an arbitrator, each party will submit a list of three (3) qualified individuals who have indicated a willingness to serve as an arbitrator. The current Chairman of the Utility Section of the Indiana State Bar Association will be asked to select a seventh candidate. Each party will strike three (3) names from the list of seven and the remaining candidate will serve as the arbitrator to resolve the dispute.

b. The arbitration will be conducted as if both parties were fully regulated pursuant to the Public Service Act, as amended, 170 IAC 1-1 *et seq.* and 170 IAC 6 *et seq.*, and in accordance with all procedural requirements and practices of an IURC hearing. If the parties do not agree on a procedural schedule and a schedule for the pre-filing of evidence to be submitted at the arbitration, the parties will submit their respective proposals to the arbitrator, who will then determine a procedural and pre-filing schedule.

c. The arbitration proceeding will be of record unless both parties waive this requirement. The Initiating Party will have the burden of proof and the burden of going forward in support of its proposal, and will have the right to open and close. The parties will have the right to present such witnesses and evidence as they deem appropriate in support of their respective positions. At the close of the parties' presentations, the parties will have the right to submit briefs and proposed orders to the arbitrator. The arbitrator will submit his or her written determination of the dispute within sixty (60) days of the submission of the parties' last post-arbitration submission. The arbitrator's final determination will be in the general form of an IURC order.

d. The costs of arbitration, including but not limited to the arbitrator's fee, reporter's sitting fee and any facility fee, shall be shared equally, and promptly paid, by the parties. Each party shall be responsible for its own respective attorney fees, professional fees, witness fees, transcript fees and other fees and costs related to each party's own arbitration presentation.

13. Secondary Provider. During the term of this Contract, the Corporation shall not obtain water from a source other than CBU except under the "Failure to Deliver" circumstances set out in Section 9 above. Upon recovery of CBU's ability to deliver water, the Corporation shall not obtain water from another source.

14. Boundaries. The territory and boundaries within which the Corporation shall be permitted to furnish water to its customers shall be as shown on the map which is attached hereto, marked as Exhibit "A", and by this reference incorporated herein. CBU may redraw and adjust the boundaries and territory as CBU deems necessary but will not do so without notifying the Corporation in advance of doing so. Any adjustments to the boundaries will not affect any existing customers of either party unless the customer consents to the change.

15. Cross-Connections. The Corporation shall not permit any cross-connections between private and individual systems. A cross-connection, for purposes of this Contract, is defined as follows:

a. The connection into the distribution system of the Corporation by any private or individual water distribution system which resells water at retail or wholesale to customers or members of the private or individual system; or

b. The connection into the distribution system of the Corporation of any distribution system, line or pipe which is connected to any water or sewer source, sanitary or storm, other than CBU's water distribution system.

16. Revisions to Contract. All provisions of this Contract may be modified or altered in writing by

the mutual agreement of CBU and the Corporation, subject to required regulatory approvals.

17. Prior Contract. This Contract supersedes any and all previous contracts for the sale of water by and between the parties.

18. Intent to be Bound. CBU and the Corporation each bind themselves and their successors, and assigns in respect to all provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first set forth.

CITY OF BLOOMINGTON UTILITIES SERVICE BOARD
By:

Sam Frank, President
Utilities Service Board

Attest:

8/2/2017

Vic Kelson, Director
City of Bloomington Utilities

for John Hamilton, Mayor
City of Bloomington

B&B WATER PROJECT, INC.

By:

, President
B&B Water Project, Inc.

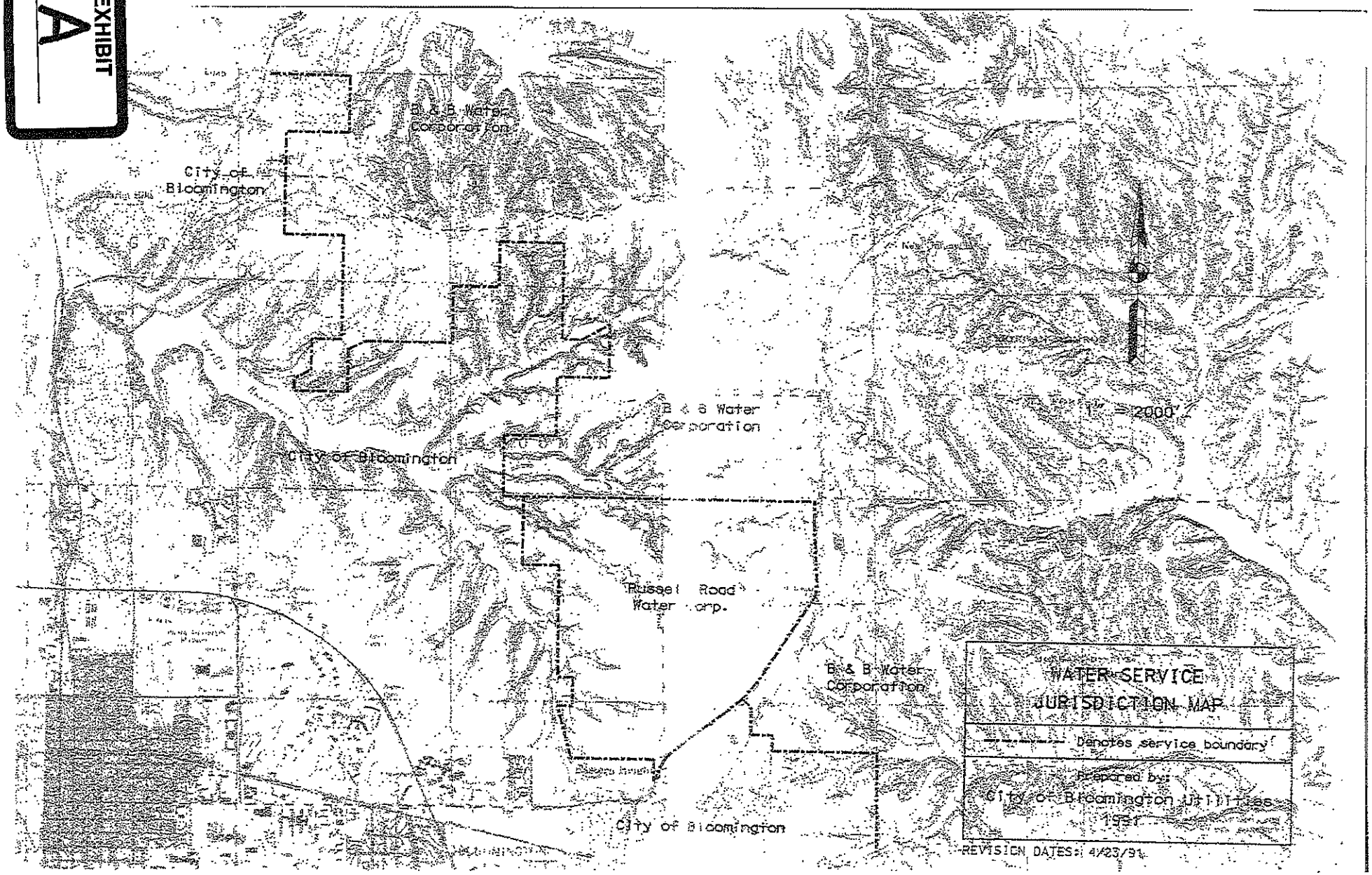
Attest:

, Secretary
B&B Water Project, Inc.

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
DATE:

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 8-7-17
FUND/ACCT: 009-

tabbies

EXHIBIT

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