

AGENDA
UTILITIES SERVICE BOARD MEETING

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

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

December 20, 2018

4:30 P.M. Regular Meeting

- I. Call to Order
- II. Approval of the Minutes of Previous Meeting (Dec 10)
- III. Approval of the Claims
 - a. Standard Invoices
 - b. ACH Payments
 - c. Utility Bills
 - d. Wire Transfers
 - e. Customer Refunds
 - f. Special Check Run
- IV. Approval of Consent Agenda
 - a. Bruce Wilds Security - 2nd Amendment Security at Griffy
 - b. Affordable Fence - Griffy and Dillman Gates
 - c. Electrical Maintenance and Testing - 1st Amendment On Call Services
- V. Request Approval to Expense Non-collectable Accounts Receivable – Laura Pettit
- VI. Old Business
- VII. New Business
- VIII. Subcommittee Reports
- IX. Staff Reports
- X. Petitions And Communications*
- XI. Adjournment

* Public comment will be limited to 5 minutes per person.

UTILITIES SERVICE BOARD MEETING

December 10, 2018

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

Board President Roberts 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 Service Center 600 East Miller Drive, Bloomington, Indiana.

Board members present: Julie Roberts, Jim Sherman, Jason Banach, Amanda Burnham, Jean Capler, and Sam Frank.

Staff members present: Phil Peden, Tom Axsom, Kevin White, Bailey McFarland, Greg Nettleton, Nolan Hendon, Michelle Waldon, Brandon Prince, James Hall, Brad Schroeder, Holly McLaughlin, Laura Pettit, and Vic Kelson.

MINUTES

Board Vice President Sherman moved and Board member Frank seconded the motion to approve the minutes of the November 26th meeting. Motion carried, 6 ayes (1 member absent: Ehman).

CLAIMS

Sherman moved and Frank seconded the motion to approve standard claims as follows:

Vendor invoices submitted included \$196,868.62 from the Water Utility, \$98,832.85 from the Wastewater Utility, and \$2,574.22 from the Stormwater Utility. Total Claims approved: \$298,275.69.

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

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

Utility invoices submitted included \$132,410.65 from the Water Utility, \$101,958.09 from the Wastewater Utility, and \$0.00 from the Stormwater Utility. Total Claims approved: \$234,368.74.

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

Sherman moved and Frank seconded the motion to approve the wire transfers and fees in the amount of \$453,078.81. Motion carried, 6 ayes (1 member absent: Ehman).

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

Vendor invoices submitted included \$0.00 from the Water Utility, \$130.72 from the Wastewater Utility, \$0.00 from the Stormwater Utility, and \$0.00 from Sanitation. Total Claims approved: \$130.72.

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

APPROVAL OF CONSENT AGENDA

CBU Director Kelson presented the following agreements recommended by staff for approval: MOU with City of Bloomington ITS for GIS Base Map Project - \$16,800.00, DEQ - \$15,000.00 - On Call Services, Crowe - \$20,000.00 - On Call Services. As none were removed by the Board, these agreements were approved.

FULLERTON PIKE PHASE II WATER MAIN AND SANITARY SEWER RELOCATION BID OPENING

CBU Assistant Director - Engineering Schroeder said CBU received bids for this project until 4:45 that afternoon. CBU received one bid from Milestone contractors for a lump sum of \$662,000.00. Schroeder thanked bidders and said they would take information to the consultant American Structurepoint to review bid. Banach asked what the engineering estimate was; Schroeder answered \$ 1,426,000.00. Banach questioned why the amounts are so different.

REQUEST APPROVAL OF AGREEMENT WITH EJP FOR AMI BASE STATION INSTALLATION

Sherman moved and Frank seconded the motion to approve agreement; motion carried, 6 ayes (1 member absent: Ehman).

Schroeder presented an agreement with EJP to start the AMI project. This contract is for the supply of hardware and installation of base stations to be installed around town. The amount is \$318,000.00.

REQUEST APPROVAL FOR MOU WITH SENSUS FOR AMI SOFTWARE AND SUPPORT

Sherman moved and Frank seconded the motion to approve MOU; motion carried, 6 ayes (1 member absent: Ehman).

Schroeder presented a no-cost contract for software related to AMI. This is a prerequisite to a future agreement for the hardware related to reading the AMI meters.

REQUEST APPROVAL OF AGREEMENT WITH WESSLER FOR DILLMAN WWTP FILTER CONTROLS

Sherman moved and Frank seconded the motion to approve agreement; motion carried, 6 ayes (1 member absent: Ehman).

Schroeder presented an agreement with Wessler for \$119,000.00. Recently, the filter building at Dillman was upgraded and it was discovered the controls also needed reprogramming or replacing. This agreement is for engineering the project and reprogramming the main controls.

REQUEST APPROVAL FOR MOU WITH DTID WOLVERINE PIZZA

Sherman moved and Frank seconded the motion to approve MOU; motion carried, 6 ayes (1 member absent: Ehman).

CBU Assistant Director - Environmental Hall presented a MOU for a pilot program with the Domino's going in at Eastland Plaza. They would like to use a different grease retention device than what is specified in the current municipal code. They have agreed to do additional sampling at their expense to test if this device functions as well as approved devices. Hall has spoken with other FOG programs that like this device, it is tested by a third party, it is a less expensive unit, and it is cheaper to install. Burnham said she likes the idea and would like to see samples from more than one customer if this device is not approved after this pilot program.

REQUEST APPROVAL OF AGREEMENT WITH GREELEY FOR DILLMAN RD WWTP PERMIT RENEWAL

Sherman moved and Frank seconded the motion to approve agreement; motion carried, 6 ayes (1 member absent: Ehman).

Hall presented an agreement with Greeley and Hansen for NPDES permit renewal. The amount is \$19,100.00. There are changes required by IDEM since the last permit renewal and CBU has upcoming changes at the plant. Hall says that Greeley is doing a lot of work in the field already similar to the scope of work in this agreement. They have experience at similar plants and can bring in samples from outside CBU. The agreement expires in October as the permit renewal is due in September.

REQUEST APPROVAL OF LAND LEASE AGREEMENT WITH POLICE AND FIRE DEPARTMENTS

Kelson presented a 99-year lease with City police and fire departments for a training facility and indoor gun range at CBU's Winston-Thomas property. They currently lease property there, but were planning to expand west, but FEMA redrew the flood plain so they cannot build there. This agreement would allow them to expand east for a 5,000 sq ft storage building. Those departments would take on the responsibility of demolishing the old incinerator building, which would be helpful to CBU. It also fits into CBU's long-term plan to utilize the southern half of the Winston-Thomas property for our own uses. Banach asked if selling property is an option. He and other Board members would also like to see indemnification for possible future remediation at this site from police or fire activities. Board tabled agreement so CBU could look into those possibilities.

OLD BUSINESS: None.

NEW BUSINESS: None.

SUBCOMMITTEE REPORTS: Sherman reported that the Finance subcommittee met at 4:30 prior to the regular meeting on this date to discuss the stormwater fees which have been in place for 20 years. There are expensive projects coming up in next several years such as the Jordan culvert, drainage improvements, and culvert inspections. The subcommittee recommends an increase which would amount to \$2.45 increase per month (total \$5.15) for residential customers. The City Council would look at the increase in January if the USB moves it forward.

REQUEST APPROVAL OF RESOLUTION 2018-9

Sherman moved and Frank seconded the motion to approve resolution; motion carried, 6 ayes (1 member absent: Ehman).

Kelson expanded on the subcommittee report to say that the Jordan tunnel is under capacity, aging, and appears to be failing in some areas. He pointed out the emergency repair at 3rd and Lincoln earlier this year. The proposed project would relieve flooding at Kirkwood and Dunn meadow, improve the Spankers branch tunnel, and support redevelopment downtown. These projects would start in 2020 allowing the stormwater fee to accumulate for those high-budget projects. This increase will also fund the neighborhood program and the new neighborhood microgrants. Mayor Hamilton would like CBU to look for opportunities for green infrastructure such as rain gardens and green roofs to slow water down and/or pretreat it. Burnham noted that necessary repairs, such as the downtown culverts, would have to be the priority. Sherman moved to make two amendments to the resolution: amend date to 90 days following City Council approval and match text to numerals of \$5.15. Frank seconded and Board unanimously approved. Roberts thanked the subcommittee and all who participated in the discussion in the last meeting.

STAFF REPORTS: Kelson reported that the work on the 36" main is done and thanks Mike Runyon and Jane Fleig, as well as Lisa Ridge from the County. He noted that the entire CBU staff worked to lessen the impact on customers. Kelson welcomed McFarland who is working in the Environmental division on water quality. Kelson also congratulated Adam Edwards and Levi Elkins on getting their distribution licenses and Kelson thanked all the employees who are working on passing that difficult test.

PETITIONS AND COMMUNICATIONS: None

ADJOURNMENT: The meeting was adjourned at 5:35 p.m.

Julie Roberts, President

**UTILITIES SERVICE BOARD MOTION
MEETING ON DECEMBER 20, 2018**

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 12/19/18	Date:	12/18/18
	USB: 12/20/2018		
	For Period: 11/24/18 - 12/07/18	Paydate:	12/28/18
	G/L Date: 12/28/18		

Utilities Department invoices filed with the City Controller December 19, 2018 and signed by the Utilities Service Board for payment December 28, 2018 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	264,185.20
Water Construction	448,524.67
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	<u><u>\$712,709.87</u></u>
Wastewater Operations & Maintenance	210,593.01
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	<u><u>\$210,593.01</u></u>
Stormwater	60,825.12
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	<u><u>\$60,825.12</u></u>
Total Water Utility:	<u><u>\$712,709.87</u></u>
Total Wastewater Utility:	<u><u>\$210,593.01</u></u>
Total Stormwater Utility:	<u><u>\$60,825.12</u></u>
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$984,128.00</u></u>

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/28/18

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
(Attn: Olivia Smith) Nickel Tree LLC	PUR18-450	Reimbursement for water hook-up service - PUR, ACCT	740.56	740.56			
Air-Master Heating & Air Conditioning	C081807	DM18-184 Flame rods, spark rods, labor 2 men for heating system	1,054.00			1,054.00	
All-Phase Electric Supply, INC	0740-580301	6 Pump heaters for lift stations - TD	178.20			178.20	
American Structurepoint, INC	111917	WS17-20501-Fullerton Pike Water/Sewer Relocation to 10/31/18-ENG	10,500.83	6,464.84		4,035.99	
American Water Works Association	7001622906	MN18-516-Membership renewal for Tim Gholsen #03024023	90.00	90.00			
American Water Works Association	7001622919	ENG18-120-Membership renewal for Rebekah Fiedler #03056729	238.00	238.00			
Aramark Uniform & Career Apparel Group, INC	11/30/18 Supply	Weekly supplies & mats - November 2018 - LAB, MN, SC, BP, DR	1,687.02	674.07		1,012.95	
Aramark Uniform & Career Apparel Group, INC	11/30/18 Uniform	Uniform service - November 2018 - TD, ENG, BP, DR, DIR, PUR, MN	397.45	163.11		234.34	
Astbury Gabriel Corp (ESG Laboratories)	18018145	Testing - Digester Sludge @ Dillman - 11/14/18 - DR	149.00			149.00	
B L Anderson Co., INC	11835	DM18-152-Start-up service for spare VFD for pump #1 @ Dillman	895.00			895.00	
Barry Company, INC	685645	2 4-way dual coil solenoid valves @ Monroe - MN, PUR	1,960.00	1,960.00			
Ben's Quarry, LLC	1011593	W18-4201, S16-6000 - Misc Stone - 9/11-9/12/18 - TD	332.83		59.48	273.35	
Ben's Quarry, LLC	1011683	W18-4213 - #11 & #53 Stone - WT & Stock - TD	716.89	467.12		249.77	
Black Lumber Co. INC	385060	W18-4213 - 60 Sticks of Rebar for Winston Thomas - TD	479.40	479.40			
Black Lumber Co. INC	386171	Liquid nails, plywood, wood screws for work bench - LS, TD	239.86			239.86	
Black Lumber Co. INC	386298	3/4" Thin wall conduit - TD, PUR	97.86	97.86			
Black Lumber Co. INC	386416	Peg board, lumber, door hinges, door lock - TD	88.80			88.80	
Bloom Environmental, LLC	181108	PUR18-353 Mold remediation for 423 S Washington Street Document	13,725.00	5,490.00		7,548.75	686.25
Brenntag Mid-South, INC	BMS152048	Sodium hydroxide - 11.5765 @ 625.00 delivered 11/29/18 - MN	7,235.31	7,235.31			
Brenntag Mid-South, INC	BMS154546	2 Totes of Polymer - 4,600 @ 1.1040 delivered 12/04/18 - MN	5,078.40	5,078.40			
Bruce Wiids Security, LLC	10877	24/7 Security of Griffy Plant Grounds 11/24-12/07/18 - GR, PUR	10,062.00	10,062.00			
Chemtrade Chemicals Corporation	92507775	Alum - 11.129 @ 434.00 delivered 11/08/18 - MN	4,829.99	4,829.99			
Chemtrade Chemicals Corporation	92521950	Alum - 11.345 @ 434.00 delivered 11/27/18 - MN	4,923.73	4,923.73			
Chemtrade Chemicals Corporation	92526072	Alum - 10.702 @ 434.00 delivered 12/05/18 - MN	4,644.67	4,644.67			
Chemtrade Chemicals Corporation	92526073	Alum - 11.157 @ 434.00 delivered 12/06/18 - MN	4,842.14	4,842.14			
Chris James Scott Eberle	PUR18-498	Mileage reimbursement for emergency call-outs 2017 & 2018-PUR	305.30	305.30			

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Cintas First Aid & Safety #2	5012326573	Restock first aid cabinet @ Dillman - 11/28/18 - DR	68.30			68.30	
Cintas First Aid & Safety #2	5012453612	Restock first aid cabinet @ Monroe - 12/04/18 - MN	82.86	82.86			
Core & Main, LP	J802221	PUR18-471 6x50 Heavy duty layflat hose w/alum cam loc fittings 3	1,026.00			1,026.00	
Core & Main, LP	J804278	PUR18-470 K&I Drain valves w/facing and pins, K&I seat rings	1,458.42	1,458.42			
Core & Main, LP	J819205	PUR18-472 WJ18-4214 8"X6" (M) X (M) domestic w/accessories	127.40	127.40			
Core & Main, LP	J819472	PUR18-473 6" Flange X flange check valve	1,762.00	1,762.00			
Core & Main, LP	J829548	PUR18-476 Mission coupling 8" (PI-PI) (20)	540.00	540.00			
Core & Main, LP	J847543	PUR18-480 Mission coupling 8" & 6", sleeve 16"X15"	3,087.23	3,087.23			
Core & Main, LP	J861115	PUR18-483 1" Copper rings (100)	244.81	244.81			
Core & Main, LP	J863552	PUR18-485 1" Stainless steel stiffeners	394.00	394.00			
Core & Main, LP	J877510	PUR18-487 Sewer pipe 8" (SDR35) 140', WYE 8"X6"X8" (SDR35)	725.26	725.26			
Cosner's Ice Company	205001588	115 bags of ice delivered 12/06/18, 30 bags returned - TD	121.13	51.00		70.13	
Cosner's Ice Company	205001588	115 bags of ice delivered 12/06/18, 30 bags returned - TD	6.37				6.37
County Materials Corporation	3164690-00	PUR18-348 D18-96 Concrete reinforced panel slab, butyl tape	9,058.00				9,058.00
County Materials Corporation	3167971-00	PUR18-348 - STR#39 48X168 Slab	7,350.00				7,350.00
County Materials Corporation	3169479-00	PUR18-348 - STR#39 48X168 Slab	7,350.00				7,350.00
County Materials Corporation	3172193-00	PUR18-348 - STR#39 48X168 Slab, STR#40 48X168 Lid	2,100.00				2,100.00
County Materials Corporation	3180265-00	PUR18-348 - STR#39 48X168 Slab	7,350.00				7,350.00
County Materials Corporation	3180266-00	PUR18 -348 - STR#39 48X168 Slab	5,250.00				5,250.00
County Materials Corporation	3186046-00	PUR18-348 - STR#39 48X168 Slab	5,250.00				5,250.00
Crane 1 Services, INC	108-06644	MN18-366 3 Ton electric chain hoist, 3 ton manual trolley	2,420.00	2,420.00			
Creative Graphics, INC (dba Baugh Enterprises)	5553	100,000 #10 Window Envelopes - AR, ACCT	2,764.08	1,105.63		1,658.45	
Cummins Crosspoint, LLC	N8-1758	Generator maintenance @ Grimes Lane Lift Station 11/06/18-LS, TD	420.07			420.07	
Cummins Crosspoint, LLC	N8-1759	Generator maintenance @ West Booster 10/29/18-BS, TD	598.17	598.17			
E&B Paving, INC	30017208	W18-4220-Arlington Rd Water Main Replacement - Pmt #2 - ENG	363,352.50		363,352.50		
Environmental Resource Associates	884634	Heterotrophic Plate Count for ISDH Certification - LAB, DR	166.50	166.50			
Environmental Resource Associates	884635	Coliform MicroE, PotableWatR Coliforms - LAB, DR	961.05	961.05			
Eurofins Eaton Analytical, iNC	5319402	Testing - Dissolved & total organic carbon, SUVA, UV - MN	185.00	185.00			

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Eurofins Eaton Analytical, INC	5319708	Testing-Haloacetic acids, Trihalomethanes for drinking water-DR	1,710.00	1,710.00			
Everett J Prescott, INC	5455033	TD18-426 WS18-20600 4" C2 Omni meter, 4" & 6" body w/ITZ	10,459.84	4,183.94		6,275.90	
Everett J Prescott, INC	5482255	DM18-197 3" Flange gate valves 8" F to F	14.64			14.64	
Everett J Prescott, INC	5482259	DM18-197 3" Flange gate valves 8" F to F	1,100.00			1,100.00	
Pastenal Company	INBLM209303	Restock supplies in machine - 11/26/18 - PUR	242.94	100.79		142.15	
First Financial Bank, N.A.	30017208	W18-4220-Retainage-E&B Paving-Arlington Rd WMR - ENG	84,322.50		84,322.50		
Fisher Scientific Company, LLC	2375214	Baccdown hand soap, pH buffer 4, pH buffer 7 - LAB, DR	716.34			716.34	
Fisher Scientific Company, LLC	2375220	1 pk membrane filters 47mm - LAB, DR	311.47	311.47			
Fisher Scientific Company, LLC	2375222	2 PK TNT832 Ammonia HR - LAB, DR	181.88			181.88	
Fisher Scientific Company, LLC	2934582	20 PK TNT830 Ammonia ULR - LAB, DR	1,383.50			1,383.50	
Fisher Scientific Company, LLC	6492858	2 Flask Volumetric 500ML - MN	315.55	315.55			
Fisher Scientific Company, LLC	6634622	1 Flask Volumetric 500ML, SPDNS Reagent Soin 1000ML - MN	301.25	301.25			
Flosource, INC	88010	MN18-528 12" Pratt duracyfinder valve repair kit	564.65	564.65			
Gregory Fritz Grabner (Frontier Geospatial, LLC)	315	WS18-20602 - Esri ArcGIS services agreement - ENG	4,180.00	1,672.00		2,508.00	
HACH Company	11226011	PUR18-431 Bench service preventative maintenance for(2)analyzers	6,113.82	6,113.82			
HACH Company	11238005	DL18-116 Pipette tips 1.0-5.0 ml, pipette tips 0.2-1.0 ml	111.74			111.74	
HD Supply Facilities Maintenance - (USA Bluebook)	731163	PUR18-450 PVC suction hose 6x20'; PVC suction hose 6x10'	1,914.94	765.98		1,148.96	
HD Supply Facilities Maintenance - (USA Bluebook)	734472	BP18-214 1 1/2" Brass nozzle fire hose for cleaning tanks	199.18			199.18	
HD Supply Facilities Maintenance - (USA Bluebook)	739520	BP18-221 Glass fiber filter 70 mm (20)	1,173.76			1,173.76	
HD Supply Facilities Maintenance - (USA Bluebook)	745576	DL18-105 Filter glass microfiber 934-AH 7.0cm	1,170.25			1,170.25	
Headco Industries, INC (Bearing Headquarters)	5414187	DM18-195 18X8 EJ, RR18 Retaining rings	1,259.12			1,259.12	
Hoosier Times, INC	149572	Public notices: Discharge to Clear Creek 11/19 #579765 - DIR	7.70	3.08		4.62	
	11/30/18						
Hoosier Transfer Station-3140	360880	MN18-509 Trash service 10/26/18	151.03	151.03			
HP Products Corporation	14219135	2 CS Kleenex - MN	152.00	152.00			
HP Products Corporation	14223769	1 CS Lysol - MN	126.50	126.50			
Huntington Public Capital Corporation	484108	Lease/purchase agreement for 2014 vehicle purchase-ACCT	170,599.11	38,257.33		117,053.81	15,287.97
IDEXX Laboratories, INC	3039780863	DL18-112 Colliert media, colliert-18 media, color comparator	2,501.96	1,000.78		1,501.18	

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
IDEXX Laboratories, INC	3039780876	DL18-113 Wire vessel rack, sample bottles 100 ml	1,553.54	1,553.54			
Indiana Oxygen Company, INC	9151676	Monthly cylinder rental - DR	169.93			169.93	
Indiana Underground Plant Protection Service, INC	74178	Per ticket fee for line locates - 2,457 10/01-10/31/18-TD	2,334.15	933.66		1,400.49	
Indiana University Health Bloomington, INC	00084569-00	Drug screen DOT 5 Panel for 1 Blucher employee - 11/27/18 - BP	45.00			45.00	
Irving Materials, INC	10649845	Concrete - Water line @ 2031 Ross Court - TD	938.50	938.50			
Irving Materials, INC	10650188	Concrete - Glenwood Ave E & E Longview Ave - SW, TD	182.25				182.25
Irving Materials, INC	10650619	W18-4219 - Concrete - 1424 N Jackson St - TD	280.50		280.50		
Irving Materials, INC	10650620	Concrete - Storm @ Longview & Glenwood - SW, TD	125.50				125.50
Irving Materials, INC	10651160	W18-4213 - Concrete - E Burks Dr & S Walnut St - TD	708.00	708.00			
Irving Materials, INC	10623930-CBU	W18-4219 - Concrete - 17th & College - TD	140.75		140.75		
Ivy Tech Community College	N894	DSL certification exam fee for Jeremy Brothers - MS, TD	30.00	30.00			
J&S Locksmith Shop, INC	189252	7 New locks for chemical delivery stations & keying new keys -MN	382.22	382.22			
JCI Jones Chemicals, INC	775596	Sodium hypochlorite - 4,784 @ .7960 delivered 11/26/18 - MN	3,808.07	3,808.07			
JCI Jones Chemicals, INC	776006	Sodium hypochlorite - 4,723 @ .7960 delivered 11/30/18 - MN	3,759.51	3,759.51			
Jeffery D Todd (Todd Septic Tank Service)	7327	Pump & clean septic tank & lift station @ Monroe - MN	200.00	200.00			
John Deere Financial (Rural King)	JRNL#CS6733/62	Ice melt, misc adapters, tap, bushings - BP	119.82			119.82	
K&S Rolloff, INC	40141	Removal of debris from hill area - 10/29 & 11/27/18 - SC	614.66	245.86		368.80	
Kennedy Tank & Manufacturing Co, INC	00043240	ENG18-101 Repair corrosion damage in tank# @ Monroe	2,227.52	2,227.52			
Kevin R McKnight	PUR18-499	Mileage reimbursement for emergency call-outs 2016 & 2018-PUR	204.06	204.06			
Kirby Risk Corp	S110095756.003	1 3-phase voltage monitors for lift stations - LS, TD	199.03			199.03	
Kirby Risk Corp	S110152366.001	10 Linear washdown 4' 50W 5000K LED DIM White Shark-DR	1,451.30			1,451.30	
Kirby Risk Corp	S110152367.001	LED replacement lights for light fixtures - MN	473.50	473.50			
Kirby Risk Corp	S110152388.001	PHIL PL-S Fluorescent lamps - DR	28.50			28.50	
Kirby Risk Corp	S110164609.001	3 250v RK5 fuses for press building - BP	12.60			12.60	

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Kleindorfer Hardware & Variety	11/25/18 CBU	W18-4213 - Misc parts & supplies - 10/26-11/15/18 - MN,TD,SW	1,079.97	932.26		144.87	2.84
KMP Hydrant Services, LLC	1610	W18-4215-2018 Hydrant maint & capacity testing-11/20/18 - ENG	18,096.00	18,096.00			
Komline Sanderson Engineering Corporation	42041185	BP18-217 Side seal molded rubber for belt press seal	196.44			196.44	
Kroger Limited Partnership I	350206	Food for breakfast at Senior Staff Retreat 11/30/18 - DIR	74.54	29.82		44.72	
Lawson Products, INC	9306271541	Elbows, nipples, ball valves, gear lube, couplings - BP	398.52			398.52	
Logical Concepts, INC (Omni-site)	61995	Monthly cellular fee for XR-50 Omni-site - 12/01-12/31/18 - ENG	1,150.00			1,150.00	
Mark Osborne (Control Freaks Consulting)	177Inv-MN18-518	MN18-518 Limit switch and SCADA issue with low service pump #2	420.00	420.00			
Matt Kinser	TD18-573	Parking reimbursement-Manager Course in Indpls - TD	18.00	7.20		10.80	
Menards, INC	11869	Chain saw file, 2-cycle oil, bar oil for truck #626 - SW, TD	20.83				20.83
Menards, INC	12048	Steel racking beams & ends, plywood for shelving @ LS - TD	839.18			839.18	
Menards, INC	12109	Exhaust fan, steel box, wrench set, box cover & misc - BP	286.79			286.79	
Menards, INC	12119	Steel end frame for shelving @ LS - TD	26.98			26.98	
Menards, INC	12121	Return of Steel end frame for shelving @ LS - TD	(26.98)			(26.98)	
Menards, INC	12439	Misc batteries, pipe, pvc 80, ball valves, swiffer sweeper - MN	215.97				
Menards, INC	12531	Cleaner, foam pipe, misc caps, pvc 80's, bushing & supplies - MN	245.15				
Menards, INC	12635	PVC Pipe, 4" couplings, 4" 90's, 4" 2-way cleanout tee, broom-MN	231.35				
Menards, INC	12636	2 24"x96" steel frame, 8 97" Steel racking beam - TD	181.50			181.50	
Michael Chase	ADMIN18-201	Travel reimbursement-AWWA Technology Conf in Toronto - DIR	790.00	790.00			
Milestone Contractors, LP	121564	Asphalt - Water lines - 11/8/18 - TD	186.83				
Milestone Contractors, LP	121787	W18-4219 - Water, storm - 11/20-11/29/18 - SW, TD	627.75	172.54		368.94	86.27
Monroe County Government	122018-COBU	Misc copies made - 11/29-11/30/18 - ENG	11.00	4.40		6.60	
Monroe County Government	Fullerton Pike	W17-4100-Rock excavation work for water line install-ENG	65,418.00	65,418.00			
NCL of Wisconsin, INC (North Central Labs)	415702	DL18-118 Pipets 25 ml indiv wrapped	311.13				
Office Depot, INC	216826305001	Wastebasket "We Recycle", 5 rulers wood 12" - PUR	11.46	4.58		6.88	
Office Depot, INC	226645035001	Toner cartridge & At-A-Glance wall calendar - MN	212.48	212.48			

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/28/18

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Office Depot, INC	226645036001	3 D ring binders - MN	29.97	29.97			
Office Depot, INC	234164702001	3-Hole poly slash jackets - DIR	20.97	8.39		12.58	
Office Depot, INC	234629756001	Pens, tape labels, wall calendars - ACCT	136.73	54.69		82.04	
Office Depot, INC	234629757001	Rubber bands #31 - BC, ACCT	23.98	9.59		14.39	
Office Depot, INC	234629758001	"EMERGENCY CONTRACT" stamp - ACCT	20.99	8.40		12.59	
Office Depot, INC	234677692001	Pre-moistened lens cleaning tissues - PUR	12.99	5.20		7.79	
Office Depot, INC	235582824001	Reinforcement labels, barrel erasers - MN	7.11	7.11			
Official Payments Corp	BC18-026	Refund prnt sent in error - Acct#8019333908, Pmt#2309123904-AR	24.49			24.49	
Paragon Micro, INC	847120	2 Dell OptiPlex 5060 MT for Purchasing - PUR, DIR	2,159.98	863.99		1,295.99	
Paragon Micro, INC	849451	HP LaserJet Pro printer for G Towell - DR, DIR	288.99			288.99	
Paragon Micro, INC	850264	HP LaserJet Pro Printer for T Johnson - CS, DIR	214.99	86.00		128.99	
Presidio Holdings, INC	6013418027079	Palo Alto Networks, threat prevention subscriptions-MN, BP, DR, DIR	4,433.25	1,477.75		2,955.50	
Republic Services, INC	0694-002211199	Trash removal @ Dillman & Serv Cntr 12/01-12/31/18-DR, SC	570.35	50.09		520.26	
Republic Services, INC	0694-002212710	Trash removal @ Monroe WTP - 11/01-11/30/18 - MN	99.75	99.75			
Republic Services, INC	0694-002212711	Trash removal @ Blucher WWTP - 11/01-11/30/18 - BP	99.75			99.75	
RicoH USA, INC	5055110460	Copier maintenance - 10/17-11/16/18 - BP, MN, DR, SC	175.14	46.25		128.89	
Rogers Group, INC	0071168507	#11 Stone - Stock - 11/30/18 - TD	380.98	152.39		228.59	
Safety Shoe Distributors, INC	278696	ADMIN18-204 Winterwear coats and bibs (110)	9,108.00	3,410.00		5,698.00	
Safety Shoe Distributors, INC	279348	ADMIN18-204 Winterwear coats and bibs (10)	829.00	114.00		715.00	
Seller Instrument & Mfg Co, INC	INV-374072	ENG18-16 Upgrade Sokkia Survey Data collector to GPS	14,015.65	5,606.26		7,708.61	700.78
South Central Community Action Program INC	2018-12	Admin expense for Assistance Program - Nov 2018 - ACCT	314.24	125.70		172.83	15.71
Southern Indiana Parts, INC (Napa Auto Parts)	023507	3 Trailer wire - stock - SW, TD	41.73	16.69		22.95	2.09
Southern Indiana Parts, INC (Napa Auto Parts)	237553	Fuse kit - TD	18.42			18.42	
Southern Indiana Parts, INC (Napa Auto Parts)	237815	3 Blades for stock - SW, TD	46.95	18.78		25.82	2.35

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/28/18

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Southern Indiana Parts, INC (Napa Auto Parts)	237816	Credit memo for Return 3 trailer wires - SW, TD	(41.73)	(16.69)		(22.95)	(2.09)
Southern Indiana Parts, INC (Napa Auto Parts)	237850	Returned fuse kit from inv #237553, Fuse value pack - TD	(3.95)			(3.95)	
Southside Rental Center, INC	14090	Fill propane tanks used to thaw out water meters - MS, TD	71.40	28.56		42.84	
State Of Indiana	ADMIN18-061-16	Water Distribution System Operator DSL App-Jobe Arthur-Dir	30.00	30.00			
State Of Indiana	ADMIN18-061-17	Water Distribution System Operator DSL App-Jeremy Brothers-Dir	30.00	30.00			
State Of Indiana	ADMIN18-061-18	Water Distribution System Operator DSL App-Bradley Elkins-Dir	30.00	30.00			
State Of Indiana	ADMIN18-061-19	Water Distribution System Operator DSL App-Robert Hoene-Dir	30.00	30.00			
State Of Indiana	ADMIN18-061-20	Water Distribution System Operator DSL App-Matthew Kinser-Dir	30.00	30.00			
State Of Indiana	ADMIN18-061-21	Water Distribution System Operator DSL App-Kyle Knight-Dir	30.00	30.00			
State Of Indiana	ADMIN18-061-22	Water Distribution System Operator DSL App-James B Usrey-Dir	30.00	30.00			
State Of Indiana	ADMIN18-061-23	Water Distribution System Operator DSL App-Justin White-Dir	30.00	30.00			
State Of Indiana	ADMIN18-061-24	Water Distribution System Operator DSL App-Travis Zimmerman-Dir	30.00	30.00			
Suburban Laboratories, INC	160680	Annual sampling of MC Landfill per Dillman PT Program - ENV	650.00			650.00	
Sunbelt Rentals, INC	84346357-0001	12 ton rigger set for pulling blower #2 - DR	132.25			132.25	
Sunbelt Rentals, INC	84704104-0001	Chains, lift straps, swivel hooks, fiber blades, straps - TD	836.85			836.85	
The Indiana Rail Road Company	10-13906	Sewer pipeline-I Mile Post 53+2413' 08/01/13-08/31/19-ENG	150.00			150.00	
ULINE, INC	103771610	PUR18-492 Plastic shelf bins, pallet rack wire decking	903.21	361.28		541.93	
United Parcel Service, INC	0000430948478	Shipping charges - 11/15-11/19/18 - LAB, MN, PUR	68.36	68.36			
United Parcel Service, INC	0000430948488	Shipping charges - 11/28/18 - MN, PUR	70.16	70.16			
Univar USA, INC	IN093087	Hydrofluosilicic acid - 24.3277 @ 269.00 delivered 11/12/18-MN	6,544.16			6,544.16	
USALCO Fairfield Plant, LLC	1321919	Sodium aluminate - 19:78 @ 320.00 delivered 10/19/18 - DR	6,329.60			6,329.60	
VET Environmental Engineering, LLC	3607	W17-4113-Griffy Water Plant Demolition 10/31-11/26/18 - ENG	12,070.36	12,070.36			

City of Bloomington Utilities
 Accounts Payable by G/L Distribution Report
 Paydate: 12/28/18

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Stormwater O&M
Victor A Kelson	ADMIN18-196	Travel reimbursement-Sensus Conf in Hollywood FL 10/20-10/24-DJR	498.96	199.58		299.38	
W.W. Grainger, INC	9015126353	PUR18-481 Key tags clear (2)	40.86	16.34		24.52	
W.W. Grainger, INC	9018471046	PUR18-482 Traffic cones 28" orange (200)	2,956.00	1,182.40		1,773.60	
W.W. Grainger, INC	9021913513	PUR18-490 Boot covers slip resistant no waterproof universal	78.85	31.54		47.31	
Young Trucking, INC	99580	Hauling sludge from Blucher Poole - 11/02-11/15/18 - BP, OP	3,838.43			3,838.43	
Young Trucking, INC	99581	Hauling sludge from Dillman WWTP - 11/05-11/07/18 - DR, OP	10,188.64			10,188.64	
Young Trucking, INC	99670	Hauling sludge from Blucher Poole - 11/19-11/21/18 - BP, OP	1,321.32			1,321.32	
Young Trucking, INC	99756	Hauling sludge from Blucher Poole - 11/26-11/30/18 - BP, OP	2,071.01			2,071.01	
Grand total:			984,128.00	264,185.20	448,524.67	210,593.01	60,825.12

ACH
INTERDEPARTMENTAL
MEMO

To: Utilities Service Board
 Sub: Scheduled ACH payment

From: Kim Robertson
 Dept: Accounts Payable
 Date: 12/19/18

G/L DATE: 12/24/18

Water Operations & Maintenance	0.00
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	200,589.10
Water Hydrant Meter Rental	0.00
Water Debt Reserve	0.00

Total of Water Utilities as per the claims list:	\$200,589.10
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Wastewater Operations & Maintenance	0.00
Wastewater Construction	0.00
Wastewater Sinking	0.00
Wastewater Debt Reserve	0.00

Total of Wastewater Utilities as per the claims list:	\$0.00
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Stormwater	0.00
Stormwater Construction	0.00

Total of Stormwater Utility as per the claims list:	\$0.00
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Total Water Utility:	\$200,589.10
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Total Wastewater Utility:	\$0.00
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Total Stormwater Utility:	\$0.00
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TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	\$200,589.10
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City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/24/18

SRF Payment - Due December 2018

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water Sinking
Bank Of New York	ACCT18-112-12	SRF Bloomington TAS #610026-2011 SRF Loan - Dec 2018	200,589.10	200,589.10
Grand total:			<u>200,589.10</u>	<u>200,589.10</u>

**UTILITIES SERVICE BOARD MOTION
MEETING ON DECEMBER 20, 2018
UTILITY BILLS**

To: Utilities Service Board
Dept.
Sub: Claims list filed: 12/19/18
USB: 12/20/2018
For Period: 12/06/18 - 12/18/18
G/L Date: 12/19/18

From: Kim Robertson
Dept. Accounts Payable
Date: 12/19/18
Paydate: 12/19/18

Utilities Department invoices filed with the City Controller December 19, 2018 and signed by the Utilities Service Board for payment December 19, 2018 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	6,636.49
Wastewater Operations & Maintenance	57,361.21
Stormwater	
Total Water Utility:	<u><u>\$6,636.49</u></u>
Total Wastewater Utility:	<u><u>\$57,361.21</u></u>
Total Stormwater Utility:	<u><u>\$0.00</u></u>
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$63,997.70</u></u>

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/19/18

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	8123347689 12/18	Service - Utilities - 12/07-01/06/19 - SC	159.45	63.78	95.67
City Of Bloomington Utilities	12/02/18 CBU	Service - Water/Wastewater - 11/01-12/02/18 - BP, DR, LS, SC	13,499.63	305.93	13,193.70
Comcast Cable Communications, INC	12/02/18	Service - #8529-20-119-0490580 Service Center-12/15-01/14/19-SC	19.06	7.62	11.44
DirectTV, LLC	35573286285	Service - Blucher WWTP - 12/10-01/09/19 - BP	63.99		63.99
Duke Energy	12/19/18	Service - Nov - Dec 2018 - LS, BS, GR, SC, TD, WT	4,492.30	1,388.45	3,103.85
Duke Energy	12/11/18 combo	Service - 10/11-12/06/18 - BS, TD, LS	5,047.60	2,376.59	2,671.01
Smithville Telephone Co Inc	12/02/18 BP	Service - Blucher, fax, modem - 11/02-12/01/18 - BP	277.91		277.91
Smithville Telephone Co Inc	12/02/18 DR	Service - Dillman, fax - 11/02-12/01/18 - DR	247.39		247.39
Smithville Telephone Co Inc	12/02/18 MN	Service - Monroe, fax, intake, dsl - 11/02-12/01/18 - MN	287.40	287.40	
South Central Indiana REMC	2093400200 11/18	Service - Blucher WWTP - 10/18-11/23/18 - BP	27,671.65		27,671.65
Utilities District of Western Indiana REMC	52184-001 12/18	Service - Fieldstone LS - 11/01-12/01/18 - LS	712.00		712.00
Utilities District of Western Indiana REMC	75843-001 12/18	Service - Stone Chase LS - 11/01-12/01/18 - LS	131.00		131.00
Vectren	N0814658 12/18	Service - S Central BS - 11/06-12/06/18 - BS	64.47	64.47	
Vectren	N0833866 12/18	Service - Blucher Poole - 10/30-11/29/18 - BP	4,894.89		4,894.89
Vectren	N1035813 12/18	Service - Monroe WTP - 11/05-12/05/18 - MN	1,602.02	1,602.02	
Vectren	N1059811 12/18	Service - Dillman WWTP - 11/05-12/05/18 - DR	3,389.47		3,389.47
Vectren	N1078457 12/18	Service - Service Center - 11/06-12/06/18 - SC	1,189.62	475.85	713.77
Vectren	N1236302 12/18	Service - Tamarron LS - 11/02-12/03/18 - LS	86.89		86.89
Vectren	N1244359 12/18	Service - Washington St Storage - 11/05-12/06/18 - SC	160.96	64.38	96.58
Grand total:			<u>63,997.70</u>	<u>6,636.49</u>	<u>57,361.21</u>

WIRE TRANSFERS, FEES & PAYROLL FOR THE MONTH OF DECEMBER, 2018

INDIANA DEPARTMENT OF REVENUE \$0.00
(SALES TAX - NOVEMBER, 2018)

INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX \$0.00
4TH QUARTER UTILITY RECEIPTS TAX

NPC \$0.00
CHARGE CARD FEES - NOVEMBER, 2018

FIRST FINANCIAL \$0.00
ACCOUNT ANALYSIS FEES - NOVEMBER, 2018

GROSS PAYROLL \$315,818.28
12/21/2018

FICA TAX \$22,966.86
12/21/2018

TOTAL **\$338,785.14**

**UTILITIES SERVICE BOARD MOTION
MEETING ON DECEMBER 20, 2018
CUSTOMER REFUNDS**

To: Utilities Service Board
 Dept.
 Sub: Claims list filed: 12/19/18
 USB: 12/20/2018
 For Period: 12/01/18 - 12/19/18
 G/L Date: 12/28/18

From: Kim Robertson
 Dept. Accounts Payable
 Date: 12/19/18
 Paydate: 12/28/18

Utilities Department invoices filed with the City Controller December 19, 2018 and signed by the Utilities Service Board for payment December 28, 2018 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	21.99
Wastewater Operations & Maintenance	892.77
Stormwater	0.00
Sanitation	0.00
Total Water Utility:	\$21.99
Total Wastewater Utility:	\$892.77
Total Stormwater Utility:	\$0.00
Total Sanitation Department:	\$0.00
 TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	 \$914.76

CUSTOMER REFUNDS

City of Bloomington Utilities
 Accounts Payable by G/L Distribution Report
 Paydate: 12/28/18

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds	Sanitation
Micah Crichfield	10290-007	Customer refund	\$12.18	25837	Large overpayment on Nov bill- remaining credit bal from that payment	\$12.18			
Fluid Waste Services	200197-003	Customer refund	\$267.94	25838	3" hydrant meter deposit		\$267.94		
Natures Way Inc	200156-005	Customer refund	\$504.63	25839	3" hydrant meter deposit		\$504.63		
Nicole E O'Malley	34518-024	Customer refund	\$120.20	25840	Duplicate payment on their final bill in error		\$120.20		
Kim Pendill	6168-005	Customer refund	\$9.81	25841	Credit bal left from overpayment on their final bill	\$9.81			
			<u>\$914.76</u>			<u>\$21.99</u>	<u>\$892.77</u>	<u>\$0.00</u>	<u>\$0.00</u>
			<u>\$914.76</u>						

**SPECIAL CHECK RUN
INTERDEPARTMENTAL
MEMO**

To: Accounting Department
 Sub: Special Check Run
Paid: 12/19/18
G/L DATE: 12/18/18

From: Kim Robertson
 Dept. Accounts Payable
 Date: 12/18/18

Water Operations & Maintenance	0.00
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	1,609,148.47
Water Hydrant Meter Rental	0.00
Water Debt Reserve	0.00

Total of Water Utilities as per the claims list:	\$1,609,148.47
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Wastewater Operations & Maintenance	0.00
Wastewater Construction	0.00
Wastewater Sinking	4,777,941.03

Total of Wastewater Utilities as per the claims list:	\$4,777,941.03
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Stormwater	0.00
Stormwater Construction	0.00

Total of Stormwater Utility as per the claims list:	\$0.00
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Total Water Utility:	\$1,609,148.47
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Total Wastewater Utility:	\$4,777,941.03
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Total Stormwater Utility:	\$0.00
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TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	\$6,387,089.50
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Bank of New York & Huntington National Bank - Bond & State Revolving Fund Loan Payments due 01/01/19
 Paid via ACH on 12/19/18

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/18/18

Bond and SRF Payments - Due 01/01/19

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water Sinking	Wastewater Sinking
Bank Of New York	MW18-15	Principal & Interest due 01/01/19 - 2003 Waterworks Bonds	288,450.00	288,450.00	
Bank Of New York	MW18-16	Principal & Interest due 01/01/19 - 2011 Waterworks Bonds	980,650.00	980,650.00	
Bank Of New York	MW18-18	Principal & Interest due 01/01/19-2017 Waterworks Revenue Bond	147,771.89	147,771.89	
Bank Of New York	MW18-19	Principal & Interest due 01/01/19-2012 Sewer Bonds Series A	436,662.50		436,662.50
Bank Of New York	MW18-21	Principal & Interest due 01/01/19-2012 Sewer Bonds Series C	267,968.13		267,968.13
Bank Of New York	MW18-22	Principal & Interest due 01/01/19-2013 Sewer Bonds	2,223,078.00		2,223,078.00
Bank Of New York	MW18-24	Principal & Interest due 1/1/19-2017 Sewer Bonds	365,000.00		365,000.00
Bank Of New York	MW18-25	Principal & Interest due 1/1/19-SRF Loan #CS-182416-01	358,108.40		358,108.40
Bank Of New York	MW18-26	Principal & Interest due 1/1/19-SRF Loan #WW-06445305	440,472.34		440,472.34
Bank Of New York	MW18-27	Principal & Interest due 1/1/19-SRF Loan #WW-06445306	214,675.92		214,675.92
The Huntington National Bank	MW18-17	Principal & Interest due 01/01/19-2015 Refunding Bonds Series A	192,276.58	192,276.58	
The Huntington National Bank	MW18-23	Principal & Interest due 1/1/19-2015 Refunding Sewer Bonds 2015A	471,975.74		471,975.74
Grand total:			6,387,089.50	1,609,148.47	4,777,941.03

**AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON UTILITIES DEPARTMENT
AND
AFFORDABLE FENCE, INC.
FOR**

**INSTALL 8' DOUBLE GATE, 6' FABRIC WITH 3 BARBS TO MATCH EXISTING (INCLUDES REPAIR OF CUTS IN EXISTING FENCE) AT GRIFFY WATER TREATMENT PLANT;
INSTALL 12" DOUBLE GATE, 6' FABRIC WITH 3 BARBS TO MATCH EXISTING AT
DILLMAN WASTEWATER TREATMENT PLANT**

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Utilities Department through the Utilities Service Board (hereinafter referred to as "City"), and Affordable Fence, Inc., a domestic for-profit corporation in the State of Indiana with its principal place of business located at P.O. Box 1452, Bloomington, IN, 47402, (hereinafter referred to as the "CONTRACTOR").

WHEREAS, City desires to retain Contractor for the services identified in the Scope of Work which is attached hereto, marked as Attachment "A", and by this reference incorporated herein; and

WHEREAS, Contractor is qualified and willing to perform the work as per its Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code § 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, Contractor was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

I. TERM & TERMINATION.

- A. This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code § 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 Contractor or general Contractor for this project.
- B. This Agreement shall expire once all terms and conditions of this Agreement are completed, or on March 31, 2019, whichever shall first occur.

II. SERVICES

- A. Contractor shall complete all work required under this Agreement on or before January 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean when all work is completed.
- B. Contractor agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of

time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of City of any of its rights herein.

III. COMPENSATION

- A. Contractor shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

Upon the submittal of approved claims, City shall compensate Contractor in a lump sum not to exceed Two Thousand Nine Hundred and Zero/One-Hundredths (\$2,900.00) Dollars. City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

1. Defective work.
 2. Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect City.
 3. Failure of Contractor to make payments due to sub-Contractors, material suppliers or employees.
 4. Damage to City or a third party.
- B. The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.
- C. Contractor shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City's representatives at reasonable business hours.

IV. RETAINAGE

For contracts in excess of \$100,000, the City requires that retainage be held as set out below.

THIS SECTION INTENTIONALLY LEFT BLANK

V. GENERAL PROVISIONS

- A. Contractor agrees to indemnify and hold harmless City and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by Contractor or any of its officers, agents, officials, employees, or sub-Contractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or sub-Contractors has supplied to City or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection

therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

B. Abandonment, Default and Termination

1. City shall have the right to abandon the work contracted for in this Agreement without penalty. If City abandons the work described herein, Contractor shall deliver to City all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of City. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by Contractor under this Agreement and the work which Contractor was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by City and Contractor. The payment made to Contractor shall be paid as a final payment in full settlement of his services hereunder.
2. If Contractor defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, City may, after seven (7) days' written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative, City, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, Contractor or his surety, shall pay the difference to City.
3. **Default:** If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:
 - a. Failure to begin the work under this Agreement within the time specified.
 - b. Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
 - c. Unsuitable performance of the work as determined by Utilities Engineer or his representative.
 - d. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
 - e. Discontinuing the prosecution of the work or any part of it.
 - f. Inability to finance the work adequately.
 - g. If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.
4. City shall send Contractor a written notice of default. If Contractor, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then City shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn

the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or City may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5. All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said Contractor. In case the expenses so incurred by City shall be less than the sum which would have been payable under the Contract if it had been completed by said Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, Contractor and his Surety will be liable and shall pay to City the amount of said excess. By taking over the prosecution of the work, City does not forfeit the right to recover damages from Contractor or his Surety for his failure to complete the work in the time specified.
6. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.
7. City agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.
8. If the City has to pursue legal action against the Contractor for breach of any term of this Agreement, Contractor will be liable for all costs of litigation including, but not limited to attorney fees. Any action shall be filed in Monroe County, Indiana.

C. Independent Contractor Status. Both parties agree that for the purpose of this Agreement, Contractor shall be an Independent Contractor and not an employee of City

D. Successors and Assigns. No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by Contractor except with the written consent of City being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve Contractor of any responsibility of the fulfillment of this Agreement.

E. Extent of Agreement: Integration.

1. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
 - a. This Agreement and its Attachments.
 - b. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

2. In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

F. Insurance.

1. Contractor shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-contractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate

The Deductible on the Umbrella Liability shall
not be more than \$10,000

2. Contractor's comprehensive general liability insurance shall also provide coverage for the following:
 - a. Premises and operations;
 - b. Contractual liability insurance as applicable to any hold-harmless agreements;
 - c. Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to City on an annual basis during the aforementioned period;
 - d. Broad form property damage - including completed operations;
 - e. Fellow employee claims under Personal Injury; and
 - f. Independent Contractors.
3. With the prior written approval of City, Contractor may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.
4. Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with City prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by City. The City shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The Contractor shall agree to a waiver of subrogation on its Worker's Compensation policy.

G. Necessary Documentation. Contractor certifies that it will furnish City any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. Contractor further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

H. Applicable Laws. Contractor agrees to comply with all federal, state, and local laws, rules and regulations applicable to Contractor in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

I. Non-Discrimination.

1. Contractor and sub-Contractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex,

color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

2. Contractor 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:

- a. 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;
- b. The utilization of Minority and Women Business Enterprises. Contractor further certifies that it:
 - i. 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.
 - ii. Encourages the use of small business, minority-owned business and women-owned business in its operations.

3. FURTHER, PURSUANT TO INDIANA CODE § 5-16-6-1, CONTRACTOR AGREES:

- a. That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no Contractor, or 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.
- b. 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 Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.
- c. That there may be deducted from the amount payable to Contractor, by City, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- d. That this Agreement may be canceled or terminated by City and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

J. Workmanship and Quality of Materials.

1. Contractor shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to City of the purchase price of that portion which failed or may result in the forfeiture of Contractor's Performance Bond.
2. OR EQUAL/OR EQUIVALENT: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Utilities Engineer. The approval by the Utilities Engineer of alternate material or equipment as being equivalent to that specified, shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as Planning and Transportation shall only be substituted or changed by their approval which shall be submitted in writing to the Utilities Engineer.
3. City shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Utilities Director and are not subject to arbitration.

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

L. Amendments/Changes.

1. Except as provided in Paragraph V.L.2, this Agreement may be amended only by written instrument signed by both City and Contractor.
2. Without invalidating the Agreement and without notice to any surety, City may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, Contractor shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.
3. If Contractor believes that any direction of City under paragraph V.L.2, or any other event or condition, will result in an increase in the Contract time or price, he shall file written

notice with City no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

4. Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as Contractor and City may otherwise agree in writing.

M. Performance Bond and Payment Bond.

1. For contracts in excess of \$100,000, Contractor shall provide City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.
2. Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor Performance Bond.
3. If the surety on any bond furnished by Contractor becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code § 27-9 *et seq.* or its right to do business in the State of Indiana is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to City.

N. Payment of Sub-Contractors. Contractor shall pay all sub-Contractors, laborers, material suppliers and those performing services to Contractor on the project under this Agreement. City may, as a condition precedent to any payment hereunder, require Contractor to submit satisfactory evidence of payments of any and all claims of sub-Contractors, laborers, material suppliers, and those furnishing services to Contractor. Upon receipt of a lawful claim, City shall withhold money due to Contractor in a sufficient amount to pay the sub-Contractors, laborers, material suppliers, and those furnishing services to Contractor.

O. Written Notice. Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to Contractor who serves the Notice. Notice shall be sent as follows:

TO CITY:	TO CONTRACTOR:
City of Bloomington Utilities Dept.	Affordable Fence Inc.
Attn: Jay Ramey, Utilities Technician	Attn: Michael Sterrett, Owner
600 E. Miller Drive	P.O. Box 1452
Bloomington, IN 47401	Bloomington, IN, 47402

P. Severability and Waiver. In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

Q. Notice to Proceed. Contractor shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

R. Steel or Foundry Products.

1. To comply with Indiana Code § 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should City feel that the cost of domestic steel or foundry products is unreasonable; City will notify Contractor in writing of this fact.
2. Domestic Steel products are defined as "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."
3. Domestic Foundry products are defined as "Products cast from ferrous and nonferrous metals by foundries in the United States."
4. The United States is defined to include all territory subject to the jurisdiction of the United States.
5. City may not authorize or make any payment to Contractor unless City is satisfied that Contractor has fully complied with this provision.

S. Verification of Employees' Immigration Status

1. Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as **Attachment "B"**, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.
2. Contractor and any of its sub-Contractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its sub-Contractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its sub-Contractors employs or retains an employee who is an

unauthorized alien, the City shall notify the Contractor or its sub-Contractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its sub-Contractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its sub-Contractor did not knowingly employ an unauthorized alien. If the Contractor or its sub-Contractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new Contractor. If the City terminates the Agreement, the Contractor or its sub-Contractor is liable to the City for actual damages.

3. Contractor shall require any sub-Contractors performing work under this Agreement to certify to the Contractor 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. Contractor shall maintain on file all sub-Contractors' certifications throughout the term of this Agreement with the City.

T. **Non-Collusion**. Contractor 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 **Attachment "C"** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

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

CITY OF BLOOMINGTON

BY:

Julie Roberts, Chair
Utilities Service Board


DATED

Vic Kelson, Director
City of Bloomington Utilities

DATED

AFFORDABLE FENCE, INC.

BY:



Michael Sterrett, Owner
Affordable Fence, Inc.

10/29/18
DATED

ATTACHMENT "A"

"SCOPE OF WORK"

Work includes but is not limited to install 8' double gate, 6' fabric with 3 barbs to match existing (includes repair of cuts in existing fence); install 12" double gate, 6' fabric with 3 barbs to match existing, located at 3501 N. Dunn Street, Bloomington, IN, 47404; located at 100 W. Dillman Road, Bloomington, IN, 47401.

Please see that attached Estimate from the Contractor dated August 14, 2018.



P.O. Box 1452 • Bloomington, Indiana • 47402
 Phone# 812-824-1427 • Fax 812-824-9976
 michaelsterrett@yahoo.com
 Griffy affordablefence.org

Name CSU Address 100 W Dillman Rd
 City Bloomington State TN Zip _____ County Monroe
 Twp. _____ Phone 349-3633 / 583-8845 Email sameja@bloomington.in.gov
 Cross St. S State Rd 37 Dig# _____ Dates July To _____

Affordable Fence Agrees to the following _____

- Install
 - (1) 12' x 6' Galvanized Chain Link Double Drive Gate / @ Dillman water treatment
 - (1) 8' x 6' Galv. CL. ND. Gate / @ Griffy Lake
 - 3 Strands Barbwire
 - 180 degree hinges
 - Strong arm latch

- * Posts: Set in Concrete
 - Core drilling additional
- * 1 1/2" ssao gate frame
- * 1 year warranty

Existing Fence - - - - -

Top Rail NA
 Term Posts NA
 Gate Posts 3" SS40
 Line Posts NA
 Wire Gauge 9

At the Above Address for the Price of \$ 2900.00 Due on Completion
 Any Independent line locates, Approvals from the City, State, or Homeowners Association are the responsibility
 of the owner.

Owners _____ Date _____ Affordable Fence Michael Sterrett Date 8/14/18

ATTACHMENT "B"
"E-VERIFY AFFIDAVIT"

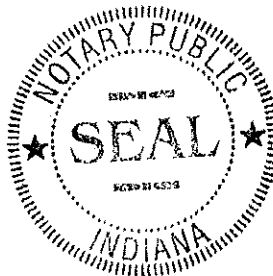
STATE OF INDIANA)
) SS:
COUNTY OF monroe)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the President of Affordable Fence Inc.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subContractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Michael Sterrett
Signature
Michael Sterrett
Printed Name



STATE OF INDIANA)
) SS:
COUNTY OF monroe)

Before me, a Notary Public in and for said County and State, personally appeared Michael Sterrett and acknowledged the execution of the foregoing this 31 day of October, 2018.

Tyler G. Dugan
Notary Public's Signature
Tyler G. Dugan
Printed Name of Notary Public

My Commission Expires: 4/25/26

County of Residence: monroe

ATTACHMENT "C"

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

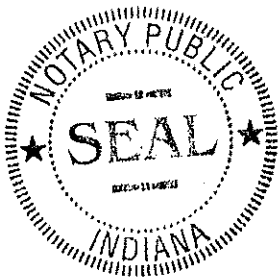
Dated this 29 day of October, 2018.

Affordable Fence Inc

(Name of Organization)

By: Michael Sterrett

Michael Sterrett President
(Name and Title of Person Signing)



STATE OF Indiana)
) SS:
COUNTY OF monroe)

Subscribed and sworn to before me this 31 day of october, 2018.

My Commission Expires:

4/25/26

Tyler G. Dugan
Notary Public Signature

Resident of monroe County

Tyler G. Dugan
Printed Name



MEMORANDUM

TO: Controller, Mayor Hamilton
FROM: Cindy Shaw
DATE: December 13, 2018
RE: Request for Approval of First Amendment to On Call Services Agreement with Electrical Maintenance and Testing, Inc. (EMT)

Funding Source: 009-U01500 (40%); 010-U10500 (60%)

Total Dollar Amount of Contract: **Original Agreement:** \$8,000.00
First Amendment: \$10,000.00
New Total: \$18,000.00

Expiration Date of Contract: July 2019 w/three one year renewal options to 2022

Department Head Initials of Approval: VK

Due Date For Signature: 12/19/2018

Record Destruction Date (Legal Dept to fill in): 2032

Legal Department Internal Tracking (Legal Dept to fill in) #: 18-762

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Christopher J. Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Cindy Shaw

Summary of Contract:

Original Agreement was for on-call services with electrical services – Low Voltage (50-1000 VAC). This Amendment increases the overall cost by \$10,000.00.

**FIRST AMENDMENT TO
AGREEMENT FOR SERVICES
BETWEEN CITY OF BLOOMINGTON UTILITIES
AND
ELECTRICAL MAINTENANCE AND TESTING, INC.**

THIS FIRST AMENDMENT is hereby entered into this ____ day of _____, 2018, by and between the City of Bloomington Utilities Department (Hereinafter referred to as "City"), and Electrical Maintenance and Testing, Inc., (hereinafter "Contractor").

WHEREAS, the City and Contractor entered into an Agreement For Services on the 24th day of July, 2018, (hereinafter referred to as "Original Agreement") for on-call services for electrical services – Low Voltage (50-1000 VAC); and

WHEREAS, the Original Agreement has a not to exceed amount of \$8,000.00 which is insufficient given the amount of electrical services needed for the low voltage (50-1000 VAC); and

WHEREAS, it is necessary and in the public interest that the Original Agreement be amended to increase the total compensation to Contractor for annual on call services.

NOW THEREFORE, the City and Contractor agree to amend the Original Agreement as follows:

I. Paragraph 5, entitled Compensation, shall be amended to read as follows:

5. **Compensation.** The City shall pay Contractor for all fees and expenses in an amount not to exceed Eighteen Thousand Dollars (\$18,000.00). Contractor shall submit an invoice to the City upon the completion of Services described above. The invoice shall be sent to: Purchasing Department, City of Bloomington, 600 E. Miller St., Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email to util-purchasing@bloomington.in.gov. Payment will be remitted to Contractor within forty five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth above shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. Contractor shall notify the City when it has invoiced the City for 80% of the overall cost to the City on this Agreement.


In all other respects, the rest and remainder of the Original Agreement shall remain unchanged and in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement for Professional Engineering Services to be executed the day and year first written above.

City of Bloomington:

Electrical Maintenance and Testing, Inc.,

By: _____
Julie Roberts, President
Utility Service Board
DATED

By:  12/12/18
Brian K. Borst, President
DATED

By: _____ DATED _____
Vic Kelson, Director
Utilities Department

for By: Phillippa M. Guthrie 12-14-18 DATED _____
John Hamilton, Mayor
City of Bloomington

CITY OF BLOOMINGTON
Legal Department
Reviewed By: [Signature]
DATE: 12-13-18

FIRST AMENDMENT
Page 2 of 2

CITY OF BLOOMINGTON
Controller
Reviewed by: _____
DATE: 12-14-18
FUND/ACCT: 002

MEMORANDUM

TO: Utilities Service Board
FROM: Accounting Department
DATE: 12/20/18
RE: Uncollectible Accounts Receivable

In accordance with the Indiana Code section 36-9-23-33 subsection (l), the Utilities staff would like to expense 559 uncollectible wastewater accounts that are at least 90 days overdue with an outstanding balance of less than \$40. The total dollar value to be written-off is \$9,367.44. This section of the Indiana Code allows for a board to write-off a wastewater fee or penalty that is less than forty dollars.

Pursuant to the resolution by the Utilities Service Board on October 29, 2007, the Utilities staff would like to expense 627 uncollectible water accounts that are at least 90 days overdue with an outstanding balance of less than \$40. The dollar value to be written off is \$11,084.12.

Pursuant to the resolution by the Utilities Service Board on October 29, 2007, the Utilities staff would like to expense 34 uncollectible miscellaneous billing water accounts that are at least 90 days overdue with an outstanding balance of less than \$40. The dollar value to be written off is \$528.00.