

**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

Terri Porter, ex-officio
Jim Sims, ex-officio

**Monday December 9, 2019
5:00 P.M. Regular Meeting**

- I. Call to Order
- II. Approval of the Minutes of Previous Meeting (November 25)
- III. Approval of the Claims
 - a. Standard Invoices
 - b. Utility Bills
 - c. Wire Transfers
 - d. Customer Refunds
- IV. Approval of Consent Agenda
 - a. Clean Fuels National - \$3,908.12 - First Amendment Blucher Generator Maintenance
 - b. Reed & Sons - \$1,600.00 - Change Order No. 2 Old SR 37 Water Main Replacement
 - c. D.E.Qualkenbush - \$4,300.00 – Tapp Rd Booster Station Pump
 - d. Commercial Service - \$6,900.00 – MWTP Boiler Controllers
 - e. Commercial Service - \$9,175.00 – MWTP Heaters
 - f. Crane 1 - \$11,156.00 – MWTP Variable High Speed Drive Installation
 - g. Xylem - \$18,347.60 - Rebuild Pumps at Lift Station
 - h. Utility Financial Solutions - \$19,000.00 – Support for Water Cost of Service Study
- V. Bid Opening I69 Utility Relocation Project – Jane Fleig
- VI. Request Approval of Resolution 2019-14 - Brad Schroeder
- VII. Request Approval of MOU for Easement Jordan River Culvert Project – Chris Wheeler
- VIII. Request Approval of Agreement with Bingham Greenebaum and Doll – Chris Wheeler
- IX. Old Business
- X. New Business
- XI. Subcommittee Reports
- XII. Staff Reports
- XIII. Petitions And Communications*
- XIV. Adjournment

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

UTILITIES SERVICE BOARD MEETING
November 25, 2019

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, Jean Capler, Jeff Ehman, Jason Banach, and Jim Sims (ex-officio)

Staff present: Vic Kelson, Laura Pettit, Holly McLaughlin, Chris Wheeler, Phil Peden, Tom Axsom, Brandon Prince, James Hall, Brad Schroeder, Bailey McFarland, Mike Hicks, Tyler Stuary, and Cindy Shaw

Also in attendance: Craig Lotz of Crowe

MINUTES

Board Vice President Sherman moved and board member Capler seconded the motion to approve the minutes of the November 12th meeting. Motion carried, 5 ayes. (2 members absent: Burnham, Frank).

Capler asked CBU to clarify whether there were 2 or 4 items on the consent agenda for the meeting that occurred on November 12th.

CLAIMS

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

Vendor invoices submitted included \$138,862.71 from the Water Utility, \$445,095.77 from the Wastewater Utility, \$201,364.78 from Water Sinking, \$24,886.92 from the Stormwater Utility, and \$2,023.60 from Water Construction. Total Claims approved: **\$812,233.78**

Motion carried, 5 ayes.

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

Utility invoices submitted included \$21,331.55 from the Water Utility, \$17,625.37 from the Wastewater Utility, and \$0.00 from the Stormwater Utility. Total Claims approved: **\$38,956.92**

Motion carried, 5 ayes.

Sherman moved and Capler seconded the motion to approve the wire transfers, fees, and payroll in the amount of \$358,303.19.

Motion carried, 5 ayes.

Sherman moved and Capler seconded the motion to approve customer refunds as follows: Refunds submitted included \$83.81 from the Water Utility, \$1,158.34 from the Wastewater Utility, \$0.00 from the Stormwater Utility, and \$0.00 from Sanitation. Total Claims approved: **\$1,242.15**

Motion carried, 5 ayes.

BID OPENING FOR THE BLUCHER POOLE WWTP UV DISINFECTION AND NPW SYSTEMS REPLACEMENT PROJECT

Sherman moved and Capler seconded the motion to approve the agreement.

Motion carried, 5 ayes.

Capital Projects Engineer Hicks introduced the project to replace the UV and NPW systems at BPWWTP. This includes everything except the UV system equipment. Bids were received until 5 pm on November 25, 2019. Hicks distributed a handout. The following lump sum bids were received:

Graves Construction Company, Inc - Switz City, IN - **\$838,838**

Mitchell and Stark Construction - Medora, IN - **\$657,500**

Thieneman Construction - Westfield, IN - **\$724,000**

Engineer's (Donahue & Associates) Probable Cost Estimate - **\$1,024,086**

CBU Consultant Donahue and Associates will review the bids with CBU. If it is found that a low apparent bid was received, Hicks will return to the regular USB meeting on 12/9 with a recommendation to award the project. Following that, Hicks will return on 12/9 for approval and agreement. The tight schedule is driven by the UV disinfection season, which begins 4/1/2020. The UV equipment will cost an additional \$755,000. Donahue's estimate also does not include the cost of the UV equipment. Hicks is able share the cost estimate detail Donahue created. Banach would like to evaluate the historical discrepancy between the engineer's cost estimate and the bids submitted to complete projects.

REQUEST APPROVAL OF AGREEMENT WITH CROWE FOR WATER COST OF SERVICE STUDY AND RATE REVIEW

Sherman moved and Capler seconded the motion to approve the agreement.

Motion carried, 5 ayes.

Assistant Director - Finance Petit presented an agreement with Crowe to conduct the 2020 water service rate analysis, which includes presentations to the IURC and OUCC. Lotz presented one component of the water cost of service study to be completed. This component relates to revenue requirements and ongoing regulatory assistance, given that water is regulated by the IURC. The range of cost depends on the interactions Crowe has with the IURC. Crowe will team up with Utility Financial Solutions to complete the cost of service study. This firm has a lot of expertise in water cost of service study, and is involved with the AWWA. Crowe will consider the CBU capital

improvement plan, any financial considerations, and then work with this business to see how this cost is distributed amongst the customer service base. Board member Ehman asked why Crowe is no longer conducting cost of service studies. Lotz suggested that Crowe is still able to do these studies, but the extra assistance will be valuable because one Crowe expert retired. Ehman asked if it would be valuable to make more frequent adjustments. Director Kelson suggested CBU may not do the full cost of service study every four years, which is the duration of time water rates are considered. Total cost of this portion of contract: not to exceed **\$140,000 (expect \$55,000-\$75,000)**

REQUEST APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH PLANNING AND TRANSPORTATION TO SHARE THE COST OF CULVERT AND BRIDGE INSPECTION REPORT

Sherman moved and Capler seconded the motion to approve the MOU.

Motion carried, 5 ayes.

City Attorney Wheeler presented the MOU with CoB Planning & Transportation in which CBU will contribute to the cost the CoB will incur to inspect small structures and bridges. CBU has 10 specific structures that will be inspected, and CBU will pay the consultant directly to inspect those structures. Board member Sims asked how many of these structures were culverts. CBU will follow up with the answer to this question. Public Works would have done this project anyway. Engineer Peden suggested CBU is trying to have some of these sites (culverts) reclassified as bridges so they are not in CBU inventory anymore. If the width of the culvert is a specific size, they may be considered bridges, which will be the responsibility of Monroe County. There is a specific statute that requires the county to maintain all bridges within the county. Wheeler suggested CBU made an amendment to the MOU in which CBU outlined each method of payment, rather than having one paragraph.

REQUEST APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH PLANNING AND TRANSPORTATION FOR WATER AND STORMWATER UTILITY WORK

Sherman moved and Capler seconded the motion to approve the MOU.

Motion carried, 5 ayes.

Wheeler presented the MOU, in which CBU will coordinate with other CoB departments to facilitate the utility work CBU will do. For example, if Public Works has a road torn up, it may behoove CBU to do work at that time. Specifically, Public Works and Planning & Transportation are doing work on East Rogers Road; CBU would like to pay a contributory price to INDOT for the project. CBU will perform locates to upgrade water lines and install a new sewer main through the area.

Estimated cost: **\$152,145.31**

OLD BUSINESS: None.

NEW BUSINESS: None.

SUBCOMMITTEE REPORTS: None.

STAFF REPORTS:

The CBU Holiday lunch will be held at the Switchyard Park Pavilion on Wednesday, December 11th, from 11:30 - 1:30.

As advanced metering is implemented, it will cause glitches - Kelson admires the hard work the Customer Service team has put forth to handle the higher call volume.

USB calendar during the holiday season: 12/9, 12/19 (Thursday night - claims only)

Tyler Stuary is now the CBU Water Quality Coordinator. Stuary talked briefly about emerging contaminants in drinking water, which are pollutants that are not currently regulated by the EPA, but may have health advisory levels. CBU has tested for four of these contaminants: microplastics, microcystins, PFAS, and perchlorate. CBU tested influent and effluent at the WWTPs, water at the Lake Monroe WTP intake, and the CoB drinking water. All of the tests suggested CBU water is below the recommended EPA Health Advisory Levels, if they are set. These results were after one test. Board members asked about temporal and spatial variability that may influence the prevalence of these contaminants.

PETITIONS AND COMMUNICATIONS: None.

ADJOURNMENT: Sherman moved to adjourn and the meeting was adjourned at 5:32 p.m.

Julie Roberts, President

DATE

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/13/19

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Wastewater Sinking	Stormwater O&M
Advanced Valve Technologies LLC	SIN006556	TD19-407 6' EZ valve open left	3,140.00	3,140.00				
Alpha-Liberty Company, INC	D21724	DL19-101 Lab Balance calibration	366.00			366.00		
American Structurepoint, INC	122155	D19-99 - 17th & Arlington Drainage Study to 10/31/19 - ENG	10,903.09					10,903.09
American Structurepoint, INC	122157	WS17-20501-Fullerton Pike Water & Sewer relate to 10/31/19-ENG	2,500.22	1,000.09		1,500.13		
B L Anderson Co., INC	P-9079	MN19-485 Odos 30/60/120 Inout cable, output cable	71.13	71.13				
Banc of American Public Capital Corp (Bond Pymnt)	R84073 CBU	CBU Portion - Bond cost for ESG Solar Panels - ACCT	237,056.89	94,822.75		142,234.14		
Bank Of New York	252-2241950	Administration fees-Sewage Rev Bonds Series 2019 ACCT19-069	1,100.00				1,100.00	
Barry Company, INC	739395	6 817-010 IIN SLIP S80 45D EL - MN19-487	19.92	19.92				
Bentley Systems, INC	48040712	Microstation Usage - 07/01/19-09/30/19 - ENG19-122	768.30	307.32		460.98		
Black Lumber Co. INC	420827	10 3/4" conduit - PUR19-454	69.90	69.90				
Black Lumber Co. INC	422311	4 Cans of spray paint & rollers for main break trailer -TD19-581	25.95	25.95				
Black Lumber Co. INC	422402	Zip ties, 2 outlet cords - TD19-582	35.92	14.37		19.76		1.79
Bloomington Paint & Wallpaper Co	00419183	Roller frame, Woodsters, tray, semi-gloss paint DR19-180	1,014.04			1,014.04		
Bloomington Paint & Wallpaper Co	00419260	10 gallons semi-gloss paint, 4' liner - DR19-178	743.88			743.88		
Bruce Wilds Security, LLC	10945	24/7 Security @ Griffy plant - 11/09-11/22/19 - PUR19-317	9,912.00	9,912.00				
Bynum Fanyo & Associates, INC	401821-6	SI18-6209-IU Health Hospital Foremain & LS to 9/30/19 - ENG	16,709.48			16,709.48		
Chemical Resources, INC	1121837	Sodium Aluminate 44,300 @ .1823 delivered 11/13/19 - DR	8,075.89			8,075.89		
Chemtrade Chemicals Corporation	92778746	Aluminum Sulfate 11.202 @ 434.00 delivered 11/19/19 - MN	4,861.67	4,861.67				
Core & Main, LP	L195889	PUR19-387 T-bolts, hydrant kit, bell restraint	2,760.50	2,760.50				
Core & Main, LP	L427578	PUR19-451 Reducer 6x4 (GS) (SDR35)	76.68	76.68				
Core & Main, LP	L427902	PUR19-447 Storm curb inlet grate, hydrants, manhole frame	11,420.58	11,420.58				
Core & Main, LP	L444141	PUR19-450 Manhole riser rings 2"	1,200.00	1,200.00				
Core & Main, LP	L474420	PUR19-387 10 K8149 Collision Rep Kit	1,050.00	1,050.00				
Core & Main, LP	L495235	PUR19-460 1" & 2" valve box risers	268.00	268.00				
Creative Graphics, INC (dba Baugh Enterprises)	7399	Printing & mailing of November 2019 Water/Wastewater bills-ACCT	12,123.86	4,849.54		7,274.32		
Donohue & Associates INC	12594-35	D14-80 - Jordan River Culvert Reconstr to 11/09/19 - ENG	7,836.00					7,836.00
Donohue & Associates INC	13659-01	Dillman Anaerobic Digestion Study Update to 11/02/19 - ENG	3,927.50			3,927.50		
Eco-Infrastructure Solutions, INC	12296	Repair Omni Eye 111 zoom camera - TD19-481	274.10			274.10		

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Wastewater Sinking	Stormwater O&M
Environmental Laboratories, INC	20302867	8 Oil & grease for FOG Pilot Program - October 2019 - ENV19 204	290.00			290.00		
Eurofins Eaton Analytical, INC	S350886	Dissolved & total organic carbon, SUVA, UV testing-MN19-496	185.00	185.00				
Everett J Prescott, INC	5616295	PUR19-411 Brass ball corp stop, bend 4", bend 6" SDR 35	1,612.00	1,612.00				
First Financial Bank, N.A.	S18-6213 #2	S18-6213- Retainage - Dillman Clarifier Launder Improv - ENG	5,986.50			5,986.50		
First Financial Bank, N.A.	W19-4312 #4	W19-4312-Retainage-Old SR37 Water Main to 11/19/19-ENG	7,555.15		7,555.15			
Fisher Scientific Company, LLC	2432811	Pipets, pH 10 buffer, sterilization indicator - DL19-109	626.18			626.18		
Greeley And Hansen, LLC	INV-0000606850	S19-6307 - Dillman WWTP Upgrades - 10/12-11/15/19 - ENG	218,338.16			218,338.16		
GRW Engineers, INC	0053666	S18-6215 - I69 Sect 5 Sanitary Sewer Relocation to 10/19/19 -ENG	10,819.00			10,819.00		
HACH Company	11696511	MN19-458 ammonia reagents, phosphorus, iron reagents, sulfate	1,148.29	1,148.29				
HACH Company	11707104	MN19-458 phosphorus	61.09	61.09				
HACH Company	11715036	MN19-473 DPD total chlorine 1000 pk	628.63	628.63				
Hahn Automotive Warehouse, INC (Speedway AutoParts)	32621	DR19-094 Winter supplies for solids equipment	80.40			80.40		
HD Supply Facilities Maintenance - (USA Bluebook)	056652	DL19-106 Hach TNT832, TNT830, TNT880 s-TKN test vials, ammonia	1,438.13			1,438.13		
Hylant of Indianapolis, LLC	218646 CBU	Audit for Workers Comp Excess 01/01/18-01/01/19 - ACCT19-072	897.35	358.94		493.54		44.87
Hylant of Indianapolis, LLC	221535 CBU	Audit for Workers Compensation - 01/01/18-01/01/19 - ACCT19-072	325.23	130.09		178.88		16.26
Hylant of Indianapolis, LLC	225784 CBU	Audit services for Business Auto 01/01/18-01/01/19 - ACCT19-072	838.25	335.30		461.04		41.91
IDEXX Laboratories, INC	3055529489	DL19-108 Colliert media test, 200/box	1,214.73	1,214.73				
Indiana University Health Bloomington, INC	00094111-00	Drug screen DOT 5 Panel for 1 Dillman employee 07/09/19-DR19-096	45.00			45.00		
Indiana University Health Bloomington, INC	00098935-00	Respirator clearance for 1 Dillman employee 10/17 DR19-095	95.00			95.00		
Indiana University Health Bloomington, INC	00099082-00	Respirator clearance for 1 Dillman employee 10/23 DR19-095	140.00			140.00		
Indiana University Health Bloomington, INC	00099083-00	Respirator clearance for 1 Dillman employee 10/25 DR19-095	95.00			95.00		
Indiana University Health Bloomington, INC	00099084-00	Respirator clearance for 1 Dillman employee 10/23 DR19-095	140.00			140.00		
Indiana University Health Bloomington, INC	00099085-00	PE Respirator Clearance/drug screen-1 DR employee 10/23 DR19-095	180.00			180.00		
INDIANA UNIVERSITY	86430589	Internship for Andrew Kain in Admin - DIR	952.39	380.96		571.43		
Industrial Service & Supply, INC	60426	Air compressor hose - TD19-586	67.67	27.07		37.22		3.38

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Wastewater Sinking	Stormwater O&M
Irving Materials, INC	10797299	Concrete - Storm @ 17th & Woodburn - 11/18/19 - SW, TD	355.50					355.50
Ivy Tech Community College	N124	Use of Lamkin Hall for Contractors Workshop 02/11/20 ENV19-206	100.00					100.00
J&S Locksmith Shop, INC	201935	Unlock car due to electrical issues - PUR19-431	60.00	24.00		36.00		
JB Salvage (Westside Auto Parts)	39200	TD19-575 Sheet of expanded sheet metal for main break trailer	69.00	69.00				
JCI Jones Chemicals, INC	803834	Sodium Hypochlorite - 4,626 @ .7960 delivered 10/21/19 - DR.	3,682.30			3,682.30		
JCI Jones Chemicals, INC	806395	Sodium hypochlorite - 4,738 @ .7960 delivered 11/19/19 - MN	3,771.45	3,771.45				
JJ's Concrete Construction, LLC	52412	Concrete - Water @ Dodd St - 10/17/19 - TD	1,026.00	1,026.00				
JJ's Concrete Construction, LLC	53059	Concrete - Water @ Allendale & Dunstan 11/07/19 - TD	1,089.00	1,089.00				
JJ's Concrete Construction, LLC	53119	Concrete - Water @ 3327 Dawson Lane - 11/08/19 - TD	453.75	453.75				
JJ's Concrete Construction, LLC	53195	Concrete - Water @ 2494 S Winslow - 11/14/19 - TD	592.50	592.50				
JJ's Concrete Construction, LLC	53289	Concrete - Water @ Atwater & Mitchell - 11/18/19 - TD	453.75	453.75				
JJ's Concrete Construction, LLC	53290	Concrete - Water @ Hunter & Eastside - 11/19/19 - TD	786.50	786.50				
JJ's Concrete Construction, LLC	53374	S19-6305 - Concrete @ Ralston Dr - 11/21/19 - TD	988.00			988.00		
JJ's Concrete Construction, LLC	53375	Concrete - Sewer @ Grant St - 11/21/19 - TD	465.00			465.00		
John Deere Financial (Rural King)	JRNL#H02536/62	3 Space heaters, truck vice, ratchet, adaptor - TD19-597	181.94	91.97		89.97		
Lavin Rental, LLC (Master Rental)	301945	PUR19-468 Propane for fork lifts	93.08	37.23		55.85		
Maddox Industrial Group, INC	S18-6213 #2	S18-6213- Dillman Clarifier Launder Improv to 11/13/19 - ENG	113,743.50			113,743.50		
Mark Osborne (Control Freaks Consulting)	232Inv-DM19-174	DM19-174 Panel view back lights	600.00			600.00		
Menards, INC	37462	PVC SCH 80, coupling pvc 80, elbows, pipecut, gloves MN19-484	325.33	325.33				
Menards, INC	37546	3 Window blinds & supplies for ENV, ACCT, SC PUR19-471	194.76	107.89		86.87		
Menards, INC	37941	Utility tape, duck wrap fix, rubber stoppers - ENV19-205	20.36	20.36				
Menards, INC	37961	2 Files, 3 flash lights - TD19-585	20.31	20.31				
Naico U.S. 2, INC (Naico Water Pretreatment)	2383499	E-CBI-016F-XX Carbon Guard, IT Carbon Exchanger @ Blucher	207.03			207.03		
Naico U.S. 2, INC (Naico Water Pretreatment)	2383500	E-MBI-016F-XX DI Express IT Service Exchanger @ Blucher	167.51			167.51		
Naico U.S. 2, INC (Naico Water Pretreatment)	2384630	E-CBI-005F-XX Carbon Guard IT Carbon Exchanger @ Blucher	131.75			131.75		
Naico U.S. 2, INC (Naico Water Pretreatment)	2384631	E-MBI-005F-XX DI Express IT Service Exchanger @ Blucher	129.87			129.87		
NCH Corporation- Partsmaster	23483071	MN19-476 Replacement materials for maintenance	765.95	765.95				

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Wastewater Sinking	Stormwater O&M
Office Depot, INC	396879313001	Pencils, adding machine tape & ribbons, wipes - TD19-552	49.90	19.96		27.45		2.49
Office Depot, INC	398676330001	12 cs copy paper - PUR19-455	321.84	128.74		193.10		
Office Depot, INC	400363395001	Rubberbands, calendars, pads, post-its, deskpads CS19-047	61.78	24.71		37.07		
Office Depot, INC	400783741001	Doorstop, deskpad, 2 staplers, 2 wall calendars,wipes ACCT19-064	97.72	39.09		58.63		
Office Depot, INC	400783742001	1 dz unibal pens - ACCT19-064	8.32	3.33		4.99		
Pace Analytical Services, INC	1950124025	Annual PT Sampling @ Mon Co Landfill - ENV19-180	488.00			488.00		
Pace Analytical Services, INC	1950125148	1631 E Mercury testing @ Dillman WWTP - DR	360.00			360.00		
Pace Analytical Services, INC	1950125607	Monroe finish water tests (Volatile Organics & MSSV) ENV19-193	440.00	440.00				
Paragon Micro, INC	886064	Dell P2217 LED Monitor for F Buczolicz - #1908383	149.99	60.00		89.99		
Paragon Micro, INC	886298, 886297	22 Dell Optiplex 5070 MT computers for util depts #1908477	24,603.78	9,841.52		14,762.26		
Paragon Micro, INC	886632	Adobe Govt Acrobat Pro 2017 for T Lucas in Eng #1908480	404.99	162.00		242.99		
Paragon Micro, INC	888890	HP LaserJet Pro for J Eller @ Monroe - #1908643	208.99	208.99				
Paragon Micro, INC	888907	Dell P2217 LED Monitor for K Johnson - #1908526	149.99	60.00		89.99		
QUIKRETE Holdings, INC (Contech End)	19513599	TD19-513 Arch poly 16 gege cmp, band poly, flare ends	1,434.29					1,434.29
Reed And Sons Construction, INC	W19-4312 #4	W19-4312 - Old SR37 Water Main Replacement to 11/19/19-ENG	143,547.85		143,547.85			
Rogers Group, INC	007173965	S19-6305 - Stone - Stock - 11/06-11/07/19 - TD	589.33	196.08		393.25		
S & P Global Ratings	11379316	2019 Wastewater Bond Refinancing - ACCT19-073	17,550.00			17,550.00		
Schaeffer Manufacturing Company	BS1947-INV1	2 5-gal synthetic oil, 1 cs moly ultra for Boosters - TD19-576	477.30	477.30				
Schmidt Associates, INC	2018-142.RSW-8	WS19-20702-Roof Replacements @ MN, DR, BP - 11/01-11/30/19 - ENG	2,511.23	301.35		2,209.88		
Smith Brehob & Associates, INC	148017	D19-101-Devon Lane Drainage Improv to 10/31/19 - ENG	1,870.00					1,870.00
Snedegar Construction, INC	75786	S19-6305 - Core drill manhole 11/06/19 - TD19-592	550.00			550.00		
Southern Indiana Parts, INC (Napa Auto Parts)	292090	Wheel covers, ice scrapers, washer fluid, antifreeze PUR19-470	170.90	68.36		102.54		
Southern Indiana Parts, INC (Napa Auto Parts)	292498	Washer fluid, Diesel add, battery cleaner, charger - DM19-179	266.37			266.37		
Southern Indiana Parts, INC (Napa Auto Parts)	292523	Flx handle, deluxe ratchet, com wrench & misc - MN19-494	80.22	80.22				
Southern Indiana Parts, INC (Napa Auto Parts)	292532	Credit for returned steering wheel covers - PUR19-470	(35.50)	(14.20)		(21.30)		
Synchrony Bank	45546399635	TD19-535 Portable inverter generator	1,149.00	459.60		631.95		57.45
Synchrony Bank	689398345483	PUR19-426 Sun Shade fabric sunblock shade cloth roll uv mesh	215.99	215.99				
Synchrony Bank	837465758478	TD19-535 Misc tools	591.23	236.49		325.18		29.56
Synchrony Bank	887999595688	TD19-535 Reed tool DS 128 Belt Descaler	164.60	65.84		90.53		8.23

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Water Construction	Wastewater O&M	Wastewater Sinking	Stormwater O&M
The Henry P Thompson Company	5569B4504	MN19-072B Installation of control panels & pumps & remove old	19,425.09	19,425.09				
W.W. Grainger, INC	9339842032	TD19-546 Flashlights	295.92	118.37		177.55		
Waller's Meter, INC	156576	PUR19-448 8" SDR35, manhole boots, valve, sewer pipe	1,459.36	1,017.44		441.92		
Wessler Engineering, INC	34367	S19-6302-Dillman Filter Controls Upgrade to 10/27/19-ENG	5,580.28			5,580.28		
Wessler Engineering, INC	34368	S19-6316 - Dillman Disinfection Controls Upgrade to 10/31/19-ENG	4,100.00			4,100.00		
Xylem Water Solutions USA, INC	3556A80379	BP19-010 Rebuild pumps #1 & #5 Influent Lift Station	18,347.60			18,347.60		
Young Trucking, INC	104041	Hauling sludge from Blucher WWTP -10/30/19 - BP, OP	597.84			597.84		
Young Trucking, INC	104042	Hauling sludge from Blucher WWTP -11/01-11/07/19 - BP, OP	1,218.78			1,218.78		
Grand total:			972,047.77	185,223.76	151,103.00	611,916.19	1,100.00	22,704.82

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 12/05/19

Utility Bills

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	849469661 11/19	849469661 Long Distance charges - All Depts (excluding plants)	120.12	48.05	72.07
AT&T	8123311353 11/19	812-331-1353 Service - S Washington St Storage 11/22-12/21/19	216.42	86.57	129.85
AT&T	8123315400 11/19	812-331-5400 - Service - Centrex main line - 11/22-12/21/19	2,251.67	900.67	1,351.00
AT&T Mobility II, LLC	287268772596 11	Service-Stephens, White, Wenning, Thetonia 10/12-11/11/19	238.32	71.49	166.83
AT&T Mobility II, LLC	287273058032 11	Service - 287273058032 812-360-0681 - Monroe Maintenance	59.58	59.58	
AT&T Mobility II, LLC	287289748780 11	Cell Phone Service - All Depts - 10/12-11/11/19	1,610.90	556.58	1,054.32
AT&T Mobility II, LLC	287290814431 11	Service - 287290814431 Modems for AMI Project	205.68	82.27	123.41
Duke Energy	0130279401011/19	Service - Azelea Lane Lift Station (Walnut Creek) 10/15-11/14/19	81.67		81.67
Duke Energy	0140281201611/19	Service - Woodhave Drive Lift Station - 10/24-11/25/19	34.15		34.15
Duke Energy	0330279501011/19	Service - Griffy Plant Outdoor Lighting	29.36	29.36	
Duke Energy	0930280801211/19	Service - West Tank Outdoor Lighting @ Waynes LN 11/25/19	10.03	10.03	
Duke Energy	1210281202411/19	Service - Cedar Chase Lift Station - 10/24-11/25/19	45.84		45.84
Duke Energy	2610280601711/19	Service - W 3rd St Lift Station - 11/22/19	7.34		7.34
Duke Energy	2850280801111/19	Service - Profile Pkwy Lift Station - 10/23-11/22/19	48.96		48.96
Duke Energy	2960372802311/19	Service - Vernal Pike Lift Station - 10/23-11/22/19	153.72		153.72
Duke Energy	3530280901011/19	Service - Westwood Lift Station (outdoor lighting) 11/25/19	10.18		10.18
Duke Energy	4140279501611/19	Service - Rusgan Drive Lift Station 10/15-11/14/19	48.02		48.02
Duke Energy	4570280901411/19	Service - Curry Pike Davis Lift Station - 10/23-11/22/19	104.68		104.68
Duke Energy	4600280201511/19	Service - Arlington Park Lift Station 10/18-11/19/19	95.78		95.78
Duke Energy	4880281201111/19	Service - East Booster (Outdoor Lighting) - 11/26/19	10.18	10.18	
Duke Energy	5050280901311/19	Service - Southwest Booster Station - 10/23-11/22/19	847.33	847.33	
Duke Energy	5430267301511/19	Service - South Booster Station - 10/24-11/25/19	9,513.43	9,513.43	
Duke Energy	5810281201611/19	Service - Cedarview Sims Lift Station - 10/24-11/25/19	23.11		23.11
Duke Energy	5880280101511/19	Service - Oolitic Lift Station 10/18-11/19/19	24.63		24.63
Duke Energy	5920267301011/19	Service - Monroe Intake Tower - 10/24-11/25/19	40,259.50	40,259.50	
Duke Energy	6670267301211/19	Service - 3rd Street Underpass Lift Station - 10/24-11/25/19	27.21		27.21
Duke Energy	6760280701811/19	Service - Kensington Park Lift Station - 10/22-11/21/19	144.81		144.81
Duke Energy	6930279901611/19	Service - Stonelake Drive Lift Station 10/17-11/18/19	35.47		35.47
Duke Energy	6930280801511/19	Service - Curry Industrial Park Lift Station - 10/23-11/22/19	21.42		21.42
Duke Energy	7720279901111/19	Service - W 17th Street Lift Station 10/17-11/18/19	117.70		117.70
Duke Energy	8840376101411/19	Service - Monroe Water Treatment Plant Expansion -10/24-11/25/19	2,258.76	2,258.76	
Duke Energy	9190361402711/19	Service - Fullerton Pike Lift Station 10/21-11/20/19	54.73		54.73
Smithville Telephone Co Inc	8128241616 11/19	Service - 812-824-1616 SE Pumping Station 10/20-11/19/19 - BS	95.94	95.94	
Grand total:			58,806.64	54,829.74	3,976.90

WIRE TRANSFERS, FEES & PAYROLL FOR THE MONTH OF DECEMBER, 2019

INDIANA DEPARTMENT OF REVENUE \$73,643.40
(SALES TAX - NOVEMBER, 2019)

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

NPC \$26,251.34
CHARGE CARD FEES - NOVEMBER, 2019

FIRST FINANCIAL \$2,101.10
ACCOUNT ANALYSIS FEES - NOVEMBER, 2019

GROSS PAYROLL \$337,941.29

FICA TAX \$19,873.39

TOTAL \$459,810.52

CUSTOMER REFUNDS

City of Bloomington Utilities
 Accounts Payable by G/L Distribution Report
 Paydate: 12/13/19

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds	Sanitation
Jeanne Walters Real Estate LLC	4390-007	Customer refund	\$129.26	26570	Meter was misread by 11 units on 9/26/19, remaining credit balance after finalized.	\$43.90	\$85.36		
AMI Equities LLC	5006-002	Customer refund	\$1,297.16	26569	Leak adjustment of 212 units of sewer on 10/18/19- remaining credit bal after finalized.		\$1,297.16		
Natures Way Inc	200197-004	Customer refund	\$416.71	26571	3" hydrant meter deposit (remaining credit after finalized.)		\$416.71		

\$43.90 \$1,799.23 \$0.00
\$1,843.13 \$1,843.13 \$0.00



MEMORANDUM

TO: Controller, Mayor, USB
FROM: James Hall
DATE: December 6, 2019
RE: First Amendment to Contract 19-476, Clean Fuels National. This amendment is for remobilization.

Funding Source: 010-57-950008-U63532

Total Dollar Amount of Contract: \$3,908.12

First Amendment: \$675

Original Contract: \$3,233.12

Expiration Date of Contract: 12/31/2019

Department Head Initials of Approval:

Due Date For Signature: All necessary stamps and signatures for approval of this agreement *shall be completed by December 5, 2019*, so that the agreement may be included in the Packet for the USB meeting on Monday, **December 9th, 2019**.

Record Destruction Date (Legal Dept to fill in):

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

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Christopher J. Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE: James Hall & Holly McLaughlin

Summary of Contract:

The contractor will clean and treat the fuel that operators the back-up generator at Blucher Poole WWTP. The cleaning of the fuel will result in fuel waste that needs to be properly handled and dispose of in accordance with federal regulations. After the treatment the generator engine should perform better with less maintenance issues. The fuel tank at Blucher has access issues that were not previously identified, which caused Clean Fuels National to remobilize increasing the cost by \$675



MEMORANDUM

TO: Mayor & Controller
FROM: Jane Fleig, Utilities
DATE: 12/2/19
RE: Old State Road 37 Water Main Replacement Project
Change Order 2 to Agreement with Reed and Sons Construction, Inc.

Funding Source: 009-U10500

Total Dollar Amount of Contract: Original Agreement: \$774,115.00
Change Order No 1: \$18,075.00
Change Order No 2: \$1,600.00
Total Agreement: \$793,790.00

Expiration Date of Contract: July 31, 2020

Department Head Initials of Approval: VK

Due Date For Signature: For USB meeting on Monday, December 9, 2019

Record Destruction Date (Legal Dept to fill in): After July 2030

Legal Department Internal Tracking #: 19-675

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Christopher J. Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Jane Fleig

Summary of Contract: Change order to modify pipe installation method for approximately 300 LF of 8" water main from clear cut to directional bore and to install new 8" gate valve and box.



MEMORANDUM

TO: Controller
FROM: Cindy Shaw, Utilities
DATE: December 5, 2019
**RE: REQUEST APPROVAL OF AGREEMENT FOR SERVICES WITH D E
QUALKENBUSH MECHANICAL AND ELECTRICAL CONTRACTOR INC.**

Funding Source: 009-73-900006-U62026

Total Dollar Amount of Contract: \$4,300.00

Expiration Date of Contract: February 28, 2020

Department Head Initials of Approval:

Due Date For Signature: December 11, 2019

Record Destruction Date (Legal Dept to fill in): After Feb. 2030

Legal Tracking #: 19-684

**PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS
ATTORNEY:**

Chris Wheeler

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS
DEPARTMENTAL EMPLOYEE:**

Cindy Shaw

Summary of Contract: Purchase and installation of softstarter for Tapp Road Booster Station Pump.



MEMORANDUM

TO: Controller,USB
FROM: Cindy Shaw, Utilities
DATE: November 27, 2019
RE: REQUEST APPROVAL FOR SERVICES WITH COMMERCIAL SERVICE OF BLOOMINGTON, INC.

Funding Source: 009-61-900004-U62024

Total Dollar Amount of Contract: \$6,900.00

Expiration Date of Contract: January 31, 2020

Department Head Initials of Approval: VK

Due Date For Signature: December 6, 2019

Record Destruction Date (Legal Dept to fill in): 2030

Legal Tracking #: 19-672

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Chris Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Cindy Shaw

Summary of Contract: Monroe Plant Installation of new sequence controllers on tandem boilers.



MEMORANDUM

TO: Controller
FROM: Cindy Shaw, Utilities
DATE: December 5, 2019
RE: REQUEST APPROVAL FOR SERVICES WITH COMMERCIAL SERVICE OF BLOOMINGTON, INC.

Funding Source: 009-61-900004-U62024

Total Dollar Amount of Contract: \$9,175.00

Expiration Date of Contract: January 31, 2020

Department Head Initials of Approval:

Due Date For Signature: December 6, 2019

Record Destruction Date (Legal Dept to fill in): After January 31, 2030

Legal Tracking #: 19-677

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Chris Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Cindy Shaw

Summary of Contract: Installation of two heaters owned by plant; purchase and installation of (2) 10kw heaters in filter room; purchasing and installation of (2) TPI heaters in chlorine room at Monroe Water Treatment Plant



MEMORANDUM

TO: Controller
FROM: Cindy Shaw, Utilities
DATE: December 5, 2019
**RE: REQUEST APPROVAL OF AGREEMENT FOR SERVICES WITH CRANE
1**

Funding Source: 009-61-900004-U62024

Total Dollar Amount of Contract: \$11,156.00

Expiration Date of Contract: February 28, 2020

Department Head Initials of Approval:

Due Date For Signature: December 6, 2019

Record Destruction Date (Legal Dept to fill in): March 2030

Legal Tracking #: 19-688

**PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS
ATTORNEY:**

Chris Wheeler

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS
DEPARTMENTAL EMPLOYEE:**

Cindy Shaw

Summary of Contract: Monroe Plant installation of variable speed drive on high service crane, including brackets, fastoon system replacement, upper & lower limits, and ground bar.



MEMORANDUM

TO: Controller
FROM: Cindy Shaw, Utilities
DATE: December 5, 2019
RE: REQUEST APPROVAL OF AGREEMENT FOR SERVICES WITH XYLEM WATER SOLUTIONS USA, INC

Funding Source: 010-U37130

Total Dollar Amount of Contract: \$18,347.60

Expiration Date of Contract: January 31, 2020

Department Head Initials of Approval:

Due Date For Signature: December 6, 2019

Record Destruction Date (Legal Dept to fill in): After Jan. 2030

Legal Tracking #: 19-686

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Chris Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Cindy Shaw

Summary of Contract: Rebuild pumps #1 and #5 influent lift station.



MEMORANDUM

TO: Mayor, Controller, USB
FROM: Laura Pettit, Utilities
DATE: November 25, 2019
RE: REQUEST APPROVAL OF AGREEMENT FOR SERVICES WITH UTILITY FINANCIAL SOLUTIONS, LLC

Funding Source: 009-U13121

Total Dollar Amount of Contract: \$19,000.00

Expiration Date of Contract: open

Department Head Initials of Approval: *VP*

Due Date For Signature: December 4, 2019

Record Destruction Date (Legal Dept to fill in): 2031

Legal Tracking #: 19-637

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Christopher J. Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Laura Pettit

Summary of Contract: Contractor will conduct a cost of service study for the water rate study being conducted by Crowe LLP for the purpose of supporting an adjustment to water rates for the 2020 water rate case.

**UTILITIES SERVICE BOARD
CITY OF BLOOMINGTON, INDIANA
RESOLUTION 2019 - 14**

**Bid Acceptance for Blucher Poole WWTP
UV Disinfection and NPW Systems Replacement**

WHEREAS, the City of Bloomington Utilities of Monroe County, Indiana, held a bid opening on November 25, 2019 for Blucher Poole WWTP UV Disinfection and NPW Systems Replacement project; and

WHEREAS, three (3) bids were opened and spread of record, and each bid was reviewed by the Engineer of record and Utilities Department Staff members for responsiveness; and

WHEREAS the Engineer of record and Utilities Department Staff determined that the most responsive and responsible bidder was Mitchell & Stark Construction Co., Inc. and recommend acceptance of the same.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Bloomington Utilities Service Board accepts the bid presented by Mitchell & Stark Construction Co., Inc. and now awards to Mitchell & Stark Construction Co., Inc. the Blucher Poole WWTP UV Disinfection and NPW Systems Replacement project.

SO ADOPTED by the Utilities Service Board at its meeting of December 9, 2019.

Julie Roberts, President

Steven J. Sherman, Vice President

Jason Banach, Member

Amanda Burnham, Member

Jeff Ehman, Member

Jean Capler, Member

Attest:

Vic, Kelson, Director
City of Bloomington Utilities Department

MEMORANDUM OF UNDERSTANDING

WHEREAS, Mark and Tracy Rothrock, (Hereinafter collectively referred to as "Grantors") own certain real estate by Quitclaim Deed recorded under Deed Instrument Number 2015003423 in the Office of the Recorder of Monroe County, Indiana (the "Real Estate" or "Property") which is attached hereto, marked as *Exhibit "A"* and by this reference incorporated herein; and,

WHEREAS, the City of Bloomington Utilities Department (Hereinafter referred to as "City") currently enjoys an existing utility easement on and under the Real Estate recorded under Miscellaneous Record Book 16, page 155 in the Office of the Recorder of Monroe County, Indiana (the "Easement"), said easement containing a storm drainage culvert and other City inventory located as shown in the map attached hereto, marked *Exhibit "B"* and by this reference incorporated herein; and

WHEREAS, the City plans to expand its storm drainage infrastructure in the near future which will include upgrades and relocations of the current inventory (located within the existing utility easement) on and under this Real Estate as shown on *Exhibit "C"*; and,

WHEREAS, the City wishes to secure and maintain a permanent utility easement and right of way interest in this Real Estate for the purpose of upgrading and relocating the current storm drainage infrastructure across and under said Real Estate; and,

WHEREAS, the house currently located on this Real Estate, encroaches upon the existing easement and rests on top of the existing storm drainage culvert and therefore must be removed in order for the City to upgrade and relocate the existing infrastructure,

WHEREAS, Grantors wish to allow said construction to occur and wish to grant a temporary and permanent utility easement and right of way across and under the Real Estate on certain terms and conditions; and acknowledge that the house must be removed in order to upgrade and relocate said infrastructure,

WHEREAS, the Parties wish to specify the terms and conditions for said house removal, and construction of said storm drainage infrastructure within the easement across said real estate;

NOW, THEREFORE, THE PARTIES AGREE THAT:

1. Grantors will grant to the City a permanent utility easement and right of way across the Real Estate pursuant to the *Permanent Storm Drainage Easement* and a *Temporary Construction Easement*, in substantially the same form as the unsigned document which is attached hereto, marked as *Exhibit "D"* and by this reference incorporated herein. Legal descriptions for the temporary and permanent easements will be prepared by the City upon execution in full of this Memorandum of Understanding.
2. Grantors shall have the right to continue to use the Property as a single family residential rental unit until no later than June 2020. Any and all lease agreements by and between Grantors and tenants/occupants of the Property shall contain express written provisions that the lease term terminates and the tenants/occupants shall have fully vacated the Property no later than June 2020. No lease agreement shall be tendered by Grantors, or their agent(s), to any tenant/occupant of the Property without first receiving express written prior approval from the City legal department. Grantors shall immediately file eviction papers with the Circuit Court of Monroe County no later than five (5) days after the lease agreement expires in the event any tenant/occupant has failed to vacate the Property. All costs of eviction shall be borne by the Grantors. Grantors shall be liable for any and all expenses, costs, and/or damages of any kind incurred by the City that are in any way related to a delay in demolition resulting for any reason whatsoever from any leasing/renting of the Property.
3. The Grantors will retain ownership of the Real Estate with intentions to rebuild upon the available remnant.

4. The City will pay Grantors the sum of One Hundred Thousand One Hundred (\$100,100.00) Dollars for the purchase of the residence and all other improvements located on the Property based upon the appraisal performed by Monroe/Owen Appraisal, Inc. in September of 2018 (the "Appraisal").
5. The City will pay Grantors \$26.00 x .5 per square foot for the *Permanent Storm Drainage Easement* of approximately 402 square feet for the sum of Five Thousand Two Hundred Twenty Six (\$5,226.00) Note: The final size of the permanent storm drainage easement is anticipated to be 962 square feet, 560 square feet of which is within the existing utility easement, leaving a payable permanent easement of 402 square feet.
6. The City will pay Grantors \$7.80 per square foot for the *Temporary Construction Easement* of approximately 1,954 square feet for the sum of Fifteen Thousand Two Hundred Forty One (\$15,241.00) Dollars. Note: The final size of the temporary construction easement is anticipated to be 1,954 square feet.
7. Grantors shall apply for a building demolition permit within 10 days of the execution of this agreement. The City shall reimburse Grantors the cost of the permit.
8. The City will remove the house from the Real Estate at the City's expense once Grantors have successfully received a valid demolition permit for the Property.
9. The City will upgrade and relocate its infrastructure within said *Permanent Storm Drainage Easement*. All work shall be performed in a workmanlike and timely fashion to minimize impact upon Grantor. This work shall be completed on or before 2 years after the final execution of this *Memorandum of Understanding*.
10. The City will install a retaining wall of approximately 65 feet in length at the City's expense. The cost of the wall is estimated to be \$45,500.00 (\$700.00 x 65 lineal feet = \$45,500.00.) The wall is intended to minimize the area required for the *Permanent Storm Drainage Easement*, allowing the Grantor the ability to construct a new permanent structure up to the back of the retaining wall.
11. Grantors, their heirs, beneficiaries, successors and assigns shall be solely responsible for all costs associated with the maintenance, upkeep and repairs to the retaining wall and the wall base slab, in perpetuity.
12. Grantors shall continue to pay the property taxes on the Real Estate.
13. Grantors agree to not make any improvements to the Real Estate until the City has completed the infrastructure improvements as shown on *Exhibit "C"*. Grantors shall not make any improvements to the Real Estate that are inconsistent with load bearing strength of the retaining wall and the wall base slab and shall at no time build directly on top of or over the retaining wall or into the *Permanent Storm Drainage Easement*. The City shall review and approve any and all plans by the Grantors prior to the commencement of any and all future development of the Real Estate. Said approval shall not be unreasonably withheld.
14. CBU will not charge a reconnection fee to Grantors for reconnection of any municipally owned utilities at the Property.
15. This *Memorandum of Understanding* shall be in full force and effect upon approval and signature of all parties herein identified.
16. No amendments, modifications, alterations, or additions to this *Memorandum of Understanding* shall be binding unless made in writing and signed by the parties.
17. In the event of any litigation regarding the construction, enforcement, or validity of this *Memorandum of Understanding*, in addition to any other relief, the prevailing party shall be entitled to recover its reasonable costs incurred, including attorneys' fees.


18. This *Memorandum of Understanding* and all of its attachments constitutes the entire agreement of the parties with respect to the subject matter, and all prior negotiations and agreements, whether written or oral, have been merged into this *Memorandum of Understanding*.

19. This *Memorandum of Understanding* shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Indiana. Venue of any litigation shall be in Monroe County, Indiana.

THE PARTIES, intending to be bound, have executed this *Memorandum of Understanding* on the dates so indicated below.


GRANTORS

CITY OF BLOOMINGTON UTILITIES

 12-5-19

Mark Rothrock DATED

Julie Roberts, President DATED
Utilities Service Board

 12-05-19

Tracy Rothrock DATED

Vic Kelson, Director DATED
City of Bloomington Utilities



MEMORANDUM

TO: Controller/Mayor/USB
FROM: Chris Wheeler
DATE: December 5, 2019
RE: REQUEST APPROVAL OF AGREEMENT FOR SERVICES WITH BINGHAM GREENEBAUM AND DOLL

Funding Source: 009-51-900008-U63200

Total Dollar Amount of Contract: \$225,000.00

Expiration Date of Contract: open

Department Head Initials of Approval:

Due Date For Signature: ASAP

Record Destruction Date (Legal Dept to fill in): After July 2031

Legal Tracking #: 19-681

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Chris Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Laura Pettit

Summary of Contract: Legal Representation of City/CBU for 2020 water rate case to the IURC. This rate is based upon anticipation that the rate case will be uncontested at the IURC. If contested, the parties will negotiate increased not to exceed amount as necessary.