



**BOARD OF SANITARY COMMISSIONERS  
REGULAR MEETING  
10:00 a.m. June 6, 2017  
Third Floor City Hall**

**CITY OF  
TERRE HAUTE  
BOARD OF  
SANITARY COMMISSIONERS**

City Hall  
17 Harding Avenue, Room 200  
Terre Haute, IN 47807

Phone: 812.232.5458  
Fax: 812.234.3973

[www.terrehaute.IN.gov](http://www.terrehaute.IN.gov)

**AGENDA**

1. Call to Order
2. Roll Call
3. Public Comments
4. Approve Minutes
5. Approve Claims
6. Award Ditch Maintenance Contract
7. Amendment #5 for the WWTU Improvement Project
8. Rukes Sewage Appeal
9. Bartlow Sewage Appeal
10. Other
11. Adjournment

**Minutes of a Regular Meeting of the  
Board of Sanitary Commissioners  
Terre Haute, IN  
May 16, 2017**

A Regular Meeting of the Board of Sanitary Commissioners was held in the Mayor's Conference Room on the third floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana, on the 16th day of May 2017, at 10:00 a.m. Those present were Chuck Ennis, Larry Auler, and Jim Winning for the Board of Sanitary Commissioners. Terry Modesitt was also present. Tim Adams and Brad Bush were not present.

The meeting was called to order by Secretary Jim Winning.

**PUBLIC COMMENTS**

There were no public comments.

**APPROVE MINUTES**

The minutes from the May 2, 2017 meeting were presented to the Board.

On motion of Chuck Ennis, seconded by Larry Auler, and unanimously approved, it was resolved that the minutes from the May 2, 2017 meeting be approved.

**APPROVE CLAIMS**

The list of claims was presented to the Board for Sanitary District General and Waste Water Treatment Plant and discussed.

On motion of Larry Auler, seconded by Charles Ennis, and unanimously approved that claims be approved as presented.

**DITCH MAINTENANCE BIDS**

The Sanitary Board accepted bids for Ditch Maintenance. The Board received one bid totaling \$68,995. The Sanitary Board will review the bid.

**OTHER**

**Sewage Bill Appeals** - Chuck Ennis informed the Board that the Mayor would like us to hear appeals. The Mayor's opinion is that these people need to be heard. The Mayor is going to get a small group together to talk about revising the current ordinance.

**Phase 2 Main Lift Station** - Chuck Ennis met with CHA. They presented their preliminary engineering report to be sent off to SRF. The Board will have several steps in submitting to SRF. There will be resolutions in upcoming meetings.

**ADJOURNMENT**

The next regular meeting of the Sanitary Board will be held on June 6, 2017 at 10:00 a.m. in the Mayor's Conference Room, 3<sup>rd</sup> Floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana.

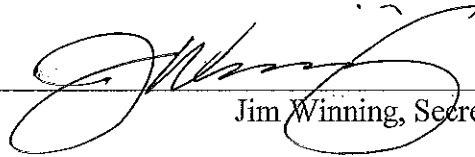
APPROVED on the 6<sup>TH</sup> day of JUNE, 2017.




Brad Bush, President



Tim Adams, Vice President



Jim Winning, Secretary



Larry Auler, Member



Chuck Ennis, Member

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	210928	11331					113.85CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	210928	11331					113.85
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	210929	11331					373.09CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	210929	11331					373.09
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	210930	11331					162.85CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	210930	11331					162.85
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	210931	11331					921.54CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	210931	11331					921.54
EN	STAPLES CREDIT PLAN A0620-0000-00-202.010	210932	13045					340.49CR
EN	STAPLES CREDIT PLAN A0620-0061-02-421.010	210932	13045					340.49
EN	TRACTOR SUPPLY CREDIT PLAN A0620-0000-00-202.010	210933	12756					11.66CR
EN	TRACTOR SUPPLY CREDIT PLAN A0620-0061-02-422.005	210933	12756					11.66

*v Mark*

Batch 153176 posted on 05/25/17 by 27 for business date 05/25/17

*Jim Allen*  
*Jim Allen*  
*Jim Allen*  
*Paul Hill*  
*Chris E.*

Run date: 05/25/2017 @ 07:45  
Bus date: 05/25/2017

City of Terre Haute  
\* \* \* Journal entry trace \* \* \*

CS53176.102 Page 2

Jnl	Period	Account	Description	Debit	Credit	Balance
EN		Encumbrance Journal				
	05 2017	A0620-0000-00-202.010	ACCOUNTS PAYABLE		1,923.48	
	05 2017	A0620-0061-02-421.010	OFFICE SUPPLIES	340.49		
	05 2017	A0620-0061-02-422.005	OPERATING SUPPLIES	11.66		
	05 2017	A0620-0061-03-436.030	WATER UTILITY	1,571.33		
		Total for Financial System		1,923.48	1,923.48	.00

Batch 153176 posted on 05/25/17 by 27 for business date 05/25/17

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	FRONTIER, INC. A0620-0000-00-202.010	210990	3773					564.59CR
EN	FRONTIER, INC. A0620-0061-03-433.010	210990	3773					564.59
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	210991	11331					38.56CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	210991	11331					38.56
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	210992	11331					38.08CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	210992	11331					38.08
EN	VISA - FFB, N.A. A0620-0000-00-202.010	210993	829					520.71CR
EN	VISA - FFB, N.A. A0620-0061-02-422.005	210993	829					26.50
EN	VISA - FFB, N.A. A0620-0061-02-422.160	210993	829					441.85
EN	VISA - FFB, N.A. A0620-0061-03-432.010	210993	829					10.69
EN	VISA - FFB, N.A. A0620-0061-03-433.040	210993	829					41.67

✓ Mark

Batch 153286 posted on 06/01/17 by 27 for business date 06/01/17

*Jim Adams*

*Jay*

*Frank*

*Charles*

Run date: 06/01/2017 @ 13:34  
Bus date: 06/01/2017

City of Terre Haute  
\* \* \* Journal entry trace \* \* \*

CS53286.L02 Page 2

Jnl	Period	Account	Description	Debit	Credit	Balance
EN			Encumbrance Journal			
	06	2017 A0620-0000-00-202.010	ACCOUNTS PAYABLE		1,161.94	
	06	2017 A0620-0061-02-422.005	OPERATING SUPPLIES	26.50		
	06	2017 A0620-0061-02-422.160	LAB SUPPLIES	441.85		
	06	2017 A0620-0061-03-432.010	SERVICES CONTRACTUAL	10.69		
	06	2017 A0620-0061-03-433.010	TELEPHONE	564.59		
	06	2017 A0620-0061-03-433.040	FREIGHT	41.67		
	06	2017 A0620-0061-03-436.030	WATER UTILITY	76.64		
			Total for Financial System	1,161.94	1,161.94	.00

Batch 153286 posted on 06/01/17 by 27 for business date 06/01/17

Run date: 05/18/2017 @ 10:05  
Bus date: 05/18/2017

City of Terre Haute  
\*\*\* Journal entry trace \*\*\*

Jnl	Period	Account	Description	Debit	Credit	Balance
EN			Encumbrance Journal			
	05	2017 A0620-0000-00-202.010	ACCOUNTS PAYABLE		171,820.64	
	05	2017 A0620-0061-02-422.005	OPERATING SUPPLIES	397.52		
	05	2017 A0620-0061-02-422.010	GASOLINE	2,776.28		
	05	2017 A0620-0061-02-422.020	DIESEL FUEL	2,897.66		
	05	2017 A0620-0061-03-432.010	SERVICES CONTRACTUAL	51.98		
	05	2017 A0620-0061-03-433.010	TELEPHONE	63.77		
	05	2017 A0620-0061-03-436.010	ELECTRIC UTILITY	163,966.72		
	05	2017 A0620-0061-03-436.020	GAS UTILITY	462.60		
	05	2017 A0620-0061-03-436.030	WATER UTILITY	839.23		
	05	2017 A0620-0061-04-444.010	PURCHASE OF EQUIPMENT	239.88		
	05	2017 A0620-0061-04-444.180	PURCHASE OF SAFETY EQUIPMENT	125.00		
		Total for Financial System		171,820.64	171,820.64	.00

Batch 152921 posted on 05/18/17 by 27 for business date 05/18/17



Run date: 05/18/2017 @ 10:05  
 Bus date: 05/18/2017

City of Terre Haute  
 \*\*\* Journal entry trace \*\*\*

CS52921.L02 Page 2

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	DUKE ENERGY A0620-0000-00-202.010	210820	10540					59,263.69CR
EN	DUKE ENERGY A0620-0061-03-436.010	210820	10540					59,263.69
EN	FRONTIER, INC. A0620-0000-00-202.010	210821	3773					63.77CR
EN	FRONTIER, INC. A0620-0061-03-433.010	210821	3773					63.77
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	210822	11331					30.68CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	210822	11331					30.68
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	210823	11331					177.86CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	210823	11331					177.86
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	210824	11331					630.69CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	210824	11331					630.69
EN	SAM'S CLUB A0620-0000-00-202.010	210825	12662					125.00CR
EN	SAM'S CLUB A0620-0061-04-444.180	210825	12662					125.00
EN	SAM'S CLUB A0620-0000-00-202.010	210826	12662					397.52CR
EN	SAM'S CLUB A0620-0061-02-422.005	210826	12662					397.52
EN	SEARS A0620-0000-00-202.010	210827	12736					291.86CR
EN	SEARS A0620-0061-03-432.010	210827	12736					51.98
EN	SEARS A0620-0061-04-444.010	210827	12736					239.88
EN	VECTREN ENERGY DELIVERY A0620-0000-00-202.010	210828	40					124.37CR
EN	VECTREN ENERGY DELIVERY A0620-0061-03-436.020	210828	40					124.37
EN	VECTREN ENERGY DELIVERY A0620-0000-00-202.010	210829	40					46.00CR
EN	VECTREN ENERGY DELIVERY A0620-0061-03-436.020	210829	40					46.00
EN	VECTREN ENERGY DELIVERY A0620-0000-00-202.010	210830	40					246.23CR
EN	VECTREN ENERGY DELIVERY A0620-0061-03-436.020	210830	40					246.23
EN	VECTREN ENERGY DELIVERY A0620-0000-00-202.010	210831	40					46.00CR
EN	VECTREN ENERGY DELIVERY A0620-0061-03-436.020	210831	40					46.00
EN	WIN ENERGY REMC A0620-0000-00-202.010	210832	13281					288.73CR
EN	WIN ENERGY REMC A0620-0061-03-436.010	210832	13281					288.73

Run date: 06/06/2017 @ 08:45  
Bus date: 06/06/2017

City of Terre Haute  
\* \* \* Journal entry trace \* \* \*

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	BOSE MCKINNEY & EVANS, LLP A0620-0000-00-202.010	211135	3212					4,385.50CR
EN	BOSE MCKINNEY & EVANS, LLP A0620-0061-03-432.010	211135	3212					4,385.50

Batch 153416 posted on 06/06/17 by 1057 for business date 06/06/17

*[Handwritten signatures]*  
James  
James  
James  
James  
Chris E.

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	AMERICAN WATER CAPITAL CORP. A0620-0000-00-202.010	211018	15					6,055.00CR
EN	AMERICAN WATER CAPITAL CORP. A0620-0061-03-432.010	211018	15					6,055.00
EN	AMERICAN WELDING & GAS, INC. A0620-0000-00-202.010	211019	3376					64.20CR
EN	AMERICAN WELDING & GAS, INC. A0620-0061-02-422.005	211019	3376					64.20
EN	ARENDS HOGAN WALKER LLC A0620-0000-00-202.010	211020	5104					1,424.50CR
EN	ARENDS HOGAN WALKER LLC A0620-0061-02-423.015	211020	5104					1,424.50
EN	AUTO ZONE, INC. A0620-0000-00-202.010	211021	10258					310.30CR
EN	AUTO ZONE, INC. A0620-0061-02-423.015	211021	10258					291.78
EN	AUTO ZONE, INC. A0620-0061-04-444.010	211021	10258					18.52
EN	BATTERIES PLUS BULBS A0620-0000-00-202.010	211022	10311					87.39CR
EN	BATTERIES PLUS BULBS A0620-0061-02-422.005	211022	10311					87.39
EN	BC HEAVY TRUCK & ELECTRIC, INC A0620-0000-00-202.010	211023	4768					625.88CR
EN	BC HEAVY TRUCK & ELECTRIC, INC A0620-0061-02-423.015	211023	4768					625.88
EN	BEST EQUIPMENT CO., INC. A0620-0000-00-202.010	211024	10344					927.37CR
EN	BEST EQUIPMENT CO., INC. A0620-0061-03-437.010	211024	10344					927.37
EN	BIO CHEM, INC. A0620-0000-00-202.010	211025	4737					29,132.00CR
EN	BIO CHEM, INC. A0620-0061-02-422.005	211025	4737					29,132.00
EN	BOOT CITY A0620-0000-00-202.010	211026	10396					139.99CR
EN	BOOT CITY A0620-0061-01-414.020	211026	10396					139.99
EN	BRADFORD SUPPLY COMPANY A0620-0000-00-202.010	211027	5602					4,431.29CR
EN	BRADFORD SUPPLY COMPANY A0620-0061-02-422.005	211027	5602					185.00
EN	BRADFORD SUPPLY COMPANY A0620-0061-03-433.040	211027	5602					21.29
EN	BRADFORD SUPPLY COMPANY A0620-0061-04-444.010	211027	5602					4,225.00
EN	CHRISTOPHER A. POE A0620-0000-00-202.010	211028	12901					492.90CR
EN	CHRISTOPHER A. POE A0620-0061-02-423.015	211028	12901					93.00
EN	CHRISTOPHER A. POE A0620-0061-04-444.010	211028	12901					399.90
EN	COLDWELL & COMPANY, INC A0620-0000-00-202.010	211029	10598					18.65CR

*Jim*  
*Jim Adams*  
*[Signature]*  
*Clayton P.*

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	COLDWELL & COMPANY, INC A0620-0061-02-423.015	211029	10598					18.65
EN	COMMONWEALTH ENGINEERS, INC. A0620-0000-00-202.010	211030	2862					181.01CR
EN	COMMONWEALTH ENGINEERS, INC. A0620-0061-03-432.010	211030	2862					181.01
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0000-00-202.010	211031	10625					776.86CR
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0061-02-422.005	211031	10625					301.58
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0061-02-423.015	211031	10625					346.58
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0061-04-444.010	211031	10625					128.70
EN	CONTROLWORX LLC. A0620-0000-00-202.010	211032	5001					29,155.00CR
EN	CONTROLWORX LLC. A0620-0061-03-432.010	211032	5001					29,155.00
EN	ELECTRONIC BILL PAYMENT SERVIC A0620-0000-00-202.010	211033	5659					5,373.72CR
EN	ELECTRONIC BILL PAYMENT SERVIC A0620-0061-00-347.090	211033	5659					5,373.72
EN	EVOQUA WATER TECHNOLOGIES, INC A0620-0000-00-202.010	211034	4646					8,706.18CR
EN	EVOQUA WATER TECHNOLOGIES, INC A0620-0061-02-422.005	211034	4646					8,706.18
EN	E Z CLEAN, CORP. A0620-0000-00-202.010	211035	10920					182.19CR
EN	E Z CLEAN, CORP. A0620-0061-02-422.005	211035	10920					182.19
EN	FASTENAL COMPANY, INC. A0620-0000-00-202.010	211036	10934					139.57CR
EN	FASTENAL COMPANY, INC. A0620-0061-02-422.005	211036	10934					28.66
EN	FASTENAL COMPANY, INC. A0620-0061-02-423.015	211036	10934					110.91
EN	FERGUSON WATERWORKS A0620-0000-00-202.010	211037	2705					2,190.00CR
EN	FERGUSON WATERWORKS A0620-0061-04-444.010	211037	2705					2,190.00
EN	FLEX - PAC, INC. A0620-0000-00-202.010	211038	2638					115.38CR
EN	FLEX - PAC, INC. A0620-0061-04-444.010	211038	2638					115.38
EN	HANNUM, WAGLE & CLINE ENGINEER A0620-0000-00-202.010	211039	11173					343.00CR
EN	HANNUM, WAGLE & CLINE ENGINEER A0620-0061-03-432.010	211039	11173					343.00
EN	HERITAGE CRYSTAL CLEAN, LLC A0620-0000-00-202.010	211040	1268					242.78CR
EN	HERITAGE CRYSTAL CLEAN, LLC A0620-0061-02-422.005	211040	1268					242.78
EN	IDEXX LABORATORIES, INC. A0620-0000-00-202.010	211041	2145					1,793.79CR

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	IDEXX LABORATORIES, INC. A0620-0061-02-422.160	211041	2145					1,738.47
EN	IDEXX LABORATORIES, INC. A0620-0061-03-433.040	211041	2145					55.32
EN	INDUSTRIAL SUPPLY COMPANY A0620-0000-00-202.010	211042	11534					45.26CR
EN	INDUSTRIAL SUPPLY COMPANY A0620-0061-02-423.015	211042	11534					45.26
EN	IUPPS, INC. A0620-0000-00-202.010	211043	3460					1,273.95CR
EN	IUPPS, INC. A0620-0061-03-432.010	211043	3460					1,273.95
EN	INTERNATIONAL VILLAGE APARTMEN A0620-0000-00-202.010	211044	5648					87.50CR
EN	INTERNATIONAL VILLAGE APARTMEN A0620-0061-00-347.090	211044	5648					87.50
EN	IWEA, INC A0620-0000-00-202.010	211045	128					275.00CR
EN	IWEA, INC A0620-0061-03-432.020	211045	128					275.00
EN	JACK DOHENY SUPPLIES, INC. A0620-0000-00-202.010	211046	2375					5,120.22CR
EN	JACK DOHENY SUPPLIES, INC. A0620-0061-02-423.015	211046	2375					2,894.94
EN	JACK DOHENY SUPPLIES, INC. A0620-0061-03-433.040	211046	2375					37.99
EN	JACK DOHENY SUPPLIES, INC. A0620-0061-03-437.010	211046	2375					957.29
EN	JACK DOHENY SUPPLIES, INC. A0620-0061-04-444.010	211046	2375					1,230.00
EN	JONES FABRICATION & MACHINING, A0620-0000-00-202.010	211047	4211					319.11CR
EN	JONES FABRICATION & MACHINING, A0620-0061-02-423.015	211047	4211					319.11
EN	JONES & SONS, INC. A0620-0000-00-202.010	211048	11598					694.15CR
EN	JONES & SONS, INC. A0620-0061-02-422.005	211048	11598					330.10
EN	JONES & SONS, INC. A0620-0061-02-423.015	211048	11598					364.05
EN	KELLY METAL PRODUCTS, INC A0620-0000-00-202.010	211049	11622					30.62CR
EN	KELLY METAL PRODUCTS, INC A0620-0061-02-423.015	211049	11622					30.62
EN	LAWSON PRODUCTS, INC. A0620-0000-00-202.010	211050	11703					1,061.83CR
EN	LAWSON PRODUCTS, INC. A0620-0061-02-422.005	211050	11703					103.98
EN	LAWSON PRODUCTS, INC. A0620-0061-02-423.015	211050	11703					835.80
EN	LAWSON PRODUCTS, INC. A0620-0061-03-433.040	211050	11703					72.70
EN	LAWSON PRODUCTS, INC. A0620-0061-04-444.010	211050	11703					49.35

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	LAWSON PRODUCTS, INC. A0620-0000-00-202.010	211051	11703					476.64CR
EN	LAWSON PRODUCTS, INC. A0620-0061-02-422.005	211051	11703					37.84
EN	LAWSON PRODUCTS, INC. A0620-0061-02-423.015	211051	11703					309.47
EN	LAWSON PRODUCTS, INC. A0620-0061-03-433.040	211051	11703					32.63
EN	LAWSON PRODUCTS, INC. A0620-0061-04-444.010	211051	11703					96.70
EN	LOIS COLLINS/FC TUCKER PREF. R A0620-0000-00-202.010	211052	5660					118.80CR
EN	LOIS COLLINS/FC TUCKER PREF. R A0620-0061-00-347.090	211052	5660					118.80
EN	MACALLISTER MACHINERY CO., INC A0620-0000-00-202.010	211053	11751					1,632.00CR
EN	MACALLISTER MACHINERY CO., INC A0620-0061-03-438.010	211053	11751					1,632.00
EN	MATCO TOOLS A0620-0000-00-202.010	211054	11788					154.95CR
EN	MATCO TOOLS A0620-0061-04-444.010	211054	11788					154.95
EN	MCCORD TIRE SERVICE, INC. A0620-0000-00-202.010	211055	11802					700.93CR
EN	MCCORD TIRE SERVICE, INC. A0620-0061-02-423.015	211055	11802					700.93
EN	MENARDS, INC. A0620-0000-00-202.010	211056	11829					717.94CR
EN	MENARDS, INC. A0620-0061-02-422.005	211056	11829					51.37
EN	MENARDS, INC. A0620-0061-02-423.015	211056	11829					160.13
EN	MENARDS, INC. A0620-0061-04-444.010	211056	11829					506.44
EN	MENKE'S TRAILER SALES A0620-0000-00-202.010	211057	11830					20.00CR
EN	MENKE'S TRAILER SALES A0620-0061-02-423.015	211057	11830					20.00
EN	MIKE'S STOP & SHINE A0620-0000-00-202.010	211058	1134					35.00CR
EN	MIKE'S STOP & SHINE A0620-0061-03-437.030	211058	1134					35.00
EN	N.C.L. OF WISCONSIN, INC. A0620-0000-00-202.010	211059	12034					3,874.53CR
EN	N.C.L. OF WISCONSIN, INC. A0620-0061-02-422.160	211059	12034					3,777.30
EN	N.C.L. OF WISCONSIN, INC. A0620-0061-03-433.040	211059	12034					97.23
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0000-00-202.010	211060	12047					1,540.51CR
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-422.005	211060	12047					56.00
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-423.015	211060	12047					1,484.51

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0000-00-202.010	211061	12047					1,983.75CR
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-422.005	211061	12047					87.50
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-423.015	211061	12047					1,896.25
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0000-00-202.010	211062	12047					1,049.88CR
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-423.015	211062	12047					1,049.88
EN	ONE SOURCE EQUIPMENT RENTALS, A0620-0000-00-202.010	211063	2523					396.75CR
EN	ONE SOURCE EQUIPMENT RENTALS, A0620-0061-03-438.010	211063	2523					396.75
EN	O'REILLY AUTO PARTS, INC. A0620-0000-00-202.010	211064	2737					135.72CR
EN	O'REILLY AUTO PARTS, INC. A0620-0061-02-423.015	211064	2737					135.72
EN	PACE ANALYTICAL SERVICES, INC. A0620-0000-00-202.010	211065	4537					112.00CR
EN	PACE ANALYTICAL SERVICES, INC. A0620-0061-03-432.071	211065	4537					112.00
EN	PRAXAIR DISTRIBUTION, INC. A0620-0000-00-202.010	211066	12279					74.76CR
EN	PRAXAIR DISTRIBUTION, INC. A0620-0061-02-422.110	211066	12279					74.76
EN	PRO-TRADE TOOL & SUPPLY CO. A0620-0000-00-202.010	211067	12322					359.80CR
EN	PRO-TRADE TOOL & SUPPLY CO. A0620-0061-02-422.005	211067	12322					79.90
EN	PRO-TRADE TOOL & SUPPLY CO. A0620-0061-04-444.010	211067	12322					279.90
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	211068	12355					1,895.15CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-422.005	211068	12355					83.76
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	211068	12355					1,811.39
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	211069	12355					1,251.58CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	211069	12355					1,251.58
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	211070	12355					1,404.68CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	211070	12355					1,404.68
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	211071	12355					903.21CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-422.005	211071	12355					187.00
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	211071	12355					716.21
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	211072	12355					1,456.31CR

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	211072	12355					1,456.31
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	211073	12355					1,565.03CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	211073	12355					1,082.06
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-03-432.010	211073	12355					203.00
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-04-444.010	211073	12355					279.97
EN	ROEHM REFRIGERATION, INC A0620-0000-00-202.010	211074	12582					2,242.32CR
EN	ROEHM REFRIGERATION, INC A0620-0061-03-437.010	211074	12582					2,242.32
EN	SEELYVILLE WATER & SEWAGE A0620-0000-00-202.010	211075	12749					1,441.00CR
EN	SEELYVILLE WATER & SEWAGE A0620-0061-03-432.010	211075	12749					1,441.00
EN	SHAWN CHAMBERS A0620-0000-00-202.010	211076	5661					167.34CR
EN	SHAWN CHAMBERS A0620-0061-00-347.090	211076	5661					167.34
EN	SHERWIN-WILLIAMS COMPANY A0620-0000-00-202.010	211077	37					275.59CR
EN	SHERWIN-WILLIAMS COMPANY A0620-0061-02-422.005	211077	37					257.76
EN	SHERWIN-WILLIAMS COMPANY A0620-0061-04-444.010	211077	37					17.83
EN	S & K EQUIPMENT COMPANY, INC. A0620-0000-00-202.010	211078	623					4,095.55CR
EN	S & K EQUIPMENT COMPANY, INC. A0620-0061-03-433.040	211078	623					107.55
EN	S & K EQUIPMENT COMPANY, INC. A0620-0061-04-444.010	211078	623					3,988.00
EN	SOUTHWEST AUTO COMPANY, INC. A0620-0000-00-202.010	211079	12944					700.00CR
EN	SOUTHWEST AUTO COMPANY, INC. A0620-0061-02-423.015	211079	12944					700.00
EN	SYCAMORE ENGINEERING, INC A0620-0000-00-202.010	211080	13376					2,125.25CR
EN	SYCAMORE ENGINEERING, INC A0620-0061-03-432.010	211080	13376					2,125.25
EN	TENDER MOMENTS A0620-0000-00-202.010	211081	5649					8,567.46CR
EN	TENDER MOMENTS A0620-0061-00-347.090	211081	5649					8,567.46
EN	TERRE HAUTE REGIONAL HOSPITAL A0620-0000-00-202.010	211082	1845					159.00CR
EN	TERRE HAUTE REGIONAL HOSPITAL A0620-0061-03-432.060	211082	1845					159.00
EN	THE HENRY P. THOMPSON COMPANY, A0620-0000-00-202.010	211083	12685					5,764.41CR
EN	THE HENRY P. THOMPSON COMPANY, A0620-0061-02-422.005	211083	12685					3,520.00



Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	THE HENRY P. THOMPSON COMPANY, A0620-0061-03-433.040	211083	12685					96.41
EN	THE HENRY P. THOMPSON COMPANY, A0620-0061-04-444.010	211083	12685					2,148.00
EN	TOWN & COUNTRY FORD A0620-0000-00-202.010	211084	12748					1,046.11CR
EN	TOWN & COUNTRY FORD A0620-0061-02-423.015	211084	12748					1,046.11
EN	TPI BILLING SOLUTIONS, LLC A0620-0000-00-202.010	211085	4549					107,936.53CR
EN	TPI BILLING SOLUTIONS, LLC A0620-0061-03-432.010	211085	4549					107,936.53
EN	UNITED PARCEL SVC A0620-0000-00-202.010	211086	249					13.15CR
EN	UNITED PARCEL SVC A0620-0061-03-433.020	211086	249					13.15
EN	UNITED RENTALS, INC. A0620-0000-00-202.010	211087	12894					3,045.07CR
EN	UNITED RENTALS, INC. A0620-0061-03-438.010	211087	12894					3,045.07
EN	USABLUEBOOK, LTD A0620-0000-00-202.010	211088	3498					1,823.43CR
EN	USABLUEBOOK, LTD A0620-0061-02-422.005	211088	3498					369.65
EN	USABLUEBOOK, LTD A0620-0061-02-422.160	211088	3498					217.85
EN	USABLUEBOOK, LTD A0620-0061-02-423.015	211088	3498					180.01
EN	USABLUEBOOK, LTD A0620-0061-03-433.040	211088	3498					51.12
EN	USABLUEBOOK, LTD A0620-0061-04-444.010	211088	3498					1,004.80
EN	VALLEY ELECTRIC SUPPLY CORP. A0620-0000-00-202.010	211089	12987					280.13CR
EN	VALLEY ELECTRIC SUPPLY CORP. A0620-0061-02-422.005	211089	12987					97.12
EN	VALLEY ELECTRIC SUPPLY CORP. A0620-0061-02-423.015	211089	12987					183.01
EN	VIGO DODGE, INC A0620-0000-00-202.010	211090	13123					396.02CR
EN	VIGO DODGE, INC A0620-0061-02-423.015	211090	13123					396.02
EN	VWR INTERNATIONAL, LLC A0620-0000-00-202.010	211091	13150					404.36CR
EN	VWR INTERNATIONAL, LLC A0620-0061-02-422.160	211091	13150					404.36
EN	WABASH VALLEY GOODWILL, INC. A0620-0000-00-202.010	211092	13171					64.58CR
EN	WABASH VALLEY GOODWILL, INC. A0620-0061-02-422.005	211092	13171					64.58
EN	WABASH VALLEY MOTOR & MACHINE, A0620-0000-00-202.010	211093	1399					24,067.22CR
EN	WABASH VALLEY MOTOR & MACHINE, A0620-0061-02-423.015	211093	1399					6,054.12

Run date: 06/05/2017 @ 10:58  
Bus date: 06/05/2017

City of Terre Haute  
\* \* \* Journal entry trace \* \* \*

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Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	WABASH VALLEY MOTOR & MACHINE, A0620-0061-03-433.040	211093	1399					27.95
EN	WABASH VALLEY MOTOR & MACHINE, A0620-0061-03-437.010	211093	1399					13,403.59
EN	WABASH VALLEY MOTOR & MACHINE, A0620-0061-04-444.010	211093	1399					4,581.56
EN	WHOLESALE DRAINAGE SUPPLY, INC A0620-0000-00-202.010	211094	767					183.30CR
EN	WHOLESALE DRAINAGE SUPPLY, INC A0620-0061-02-422.005	211094	767					183.30
EN	WISE EL SANTO CO, INC A0620-0000-00-202.010	211095	13286					517.60CR
EN	WISE EL SANTO CO, INC A0620-0061-02-422.005	211095	13286					457.00
EN	WISE EL SANTO CO, INC A0620-0061-03-433.040	211095	13286					60.60

Batch 153352 posted on 06/05/17 by 27 for business date 06/05/17

Jnl	Period	Account	Description	Debit	Credit	Balance
EN		Encumbrance Journal				
	06	2017 A0620-0000-00-202.010	ACCOUNTS PAYABLE		288,991.93	
	06	2017 A0620-0061-00-347.090	USER FEES	14,314.82		
	06	2017 A0620-0061-01-414.020	PROTECTIVE CLOTHING	139.99		
	06	2017 A0620-0061-02-422.005	OPERATING SUPPLIES	44,896.84		
	06	2017 A0620-0061-02-422.110	BOC	74.76		
	06	2017 A0620-0061-02-422.160	LAB SUPPLIES	6,137.98		
	06	2017 A0620-0061-02-423.015	REPAIR SUPPLIES	29,439.47		
	06	2017 A0620-0061-03-432.010	SERVICES CONTRACTUAL	148,713.74		
	06	2017 A0620-0061-03-432.020	INSTRUCTION	275.00		
	06	2017 A0620-0061-03-432.060	MEDICAL-SURGICAL-DENTAL	159.00		
	06	2017 A0620-0061-03-432.071	LAB TESTING	112.00		
	06	2017 A0620-0061-03-433.020	POSTAGE	13.15		
	06	2017 A0620-0061-03-433.040	FREIGHT	660.79		
	06	2017 A0620-0061-03-437.010	EQUIPMENT REPAIR & MAINTENANCE	17,530.57		
	06	2017 A0620-0061-03-437.030	VEHICLE REPAIR & MAINTENANCE	35.00		
	06	2017 A0620-0061-03-438.010	RENTAL OF EQUIPMENT	5,073.82		
	06	2017 A0620-0061-04-444.010	PURCHASE OF EQUIPMENT	21,415.00		
		Total for Financial System		288,991.93	288,991.93	.00

Batch 153352 posted on 06/05/17 by 27 for business date 06/05/17

**Sanitary District Claims June 6, 2017**

**SANITARY BOND FUND**

**WWUTILITY / 0620-0061- Services Contractual**

**WWUTILITY / 0620-0061- Publication of Legals**

**WWUTILITY / 0620-0061- Drainage Improvements**

**WWUTILITY / 0620-0061- Drainage Ways**

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**WWTP PH II/ADDITIONS & IMPROVEMENTS**

HWC Engineering	WWTF/ Phosphorus Removal	\$ 6,250.00
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**SRF INTEREST FUND**

**CSO/LTCP P23**

CHA	Main Lift Station Replacement	\$ 195,494.35
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# Wastewater Utility Claims

June 6, 2017

Personnel Services

<b>414.020</b>	<b>Protective Clothing</b>		
	Boot City	Safety Boots - Jaret M.	\$139.99

Supplies

<b>421.010</b>	<b>Office Supplies</b>		
	Staples	Printer Ink, Notebooks, Ink Pens, Etc	\$340.19

Operating Supplies

<b>422.005</b>	<b>Operational Supplies</b>		
	American Welding & Gas	Propane	\$64.20
	Batteries Plus Bulbs	Batteries	\$87.39
	Bio Chem, Inc.	Polymer	\$29,132.00
	Bradford Suppy Company	Yield Signs	\$185.00
	Complete Outdoor Equipment Company	Oil, Trimmer Line	\$301.58
	Evoqua	Bioxide	\$8,706.18
	E-Z Clean Corporation	Roll Towels	\$182.19
	Fastenal Company	Cable Ties, Thread Seal Tape	\$28.66
	Heritage-Crystal Clean, LLC	Parts Cleaner	\$242.78
	Jones & Sons	Bag Ties, Top Soil	\$330.10
	Lawson Products	Black Nylon Ty-Raps, Cable Ties	\$103.98
	Lawson Products	Heat Shrink Tubing	\$37.84
	Menards	WD-40, Toilet Cleaner, Etc.	\$51.37
	N.E.W. Interstate Concrete, Inc.	Fibers	\$56.00
	N.E.W. Interstate Concrete, Inc.	Fibers	\$87.50
	Pro-Trade Tool & Supply Company	Safety Fence	\$79.90
	Quality Automotive Dist. Corp.	Motor Oil	\$83.76
	Quality Automotive Dist. Corp.	Chain Cable Lube, Trans-Tune	\$187.14
	Sam's Club	Water, Pine-Sol, Toilet Paper, Etc.	\$397.52
	Sherwin-Williams Company	Epoxy	\$257.76
	The Henry P. Thompson Company, Inc.	UV Lamps	\$3,520.00
	Tractor Supply Company	Propane	\$11.66
	USABluebook, Inc.	Paint, Green Flags	\$369.65
	Valley Electric Supply Corp.	Cable Ties, Lightbulbs	\$97.12
	Visa	Northern Safety / Severe Weather Shelter Area Signs	\$26.50
	Wabash Valley Goodwill Industries, Inc.	Wiping Rags	\$64.58
	Wholesale Drainage Supply, Inc.	Landscape Fabric	\$183.30
	Wise El Santo Co Inc.	Latex Gloves	\$457.00

<b>422.010</b>	<b>Gas</b>		
	Automated Fuels	Gas	\$2,776.28

<b>422.020</b>	<b>Diesel</b>		
	Automated Fuels	Diesel Fuel	\$2,897.66

## Rep./Maint. Supplies

**423.015 Maint./Rep**

Arends Hogan Walker LLC	Drive Shaft	\$1,424.50
Auto Zone, Inc.	Racks & Pinions, Wheel Studs, Lug Nuts	\$291.78
BC Heavy Truck & Electric, Inc.	LED Signals, Brake Kit, Value Drum, Etc.	\$625.88
Christopher A. Poe	Door and Trim Panel Set	\$93.00
Coldwell	V Belt	\$18.65
Complete Outdoor Equipment Company	Spindle Assembly, Pin Assembly, Etc.	\$346.58
Fastenal Company	Clamps, Washers, Nuts, Etc.	\$110.91
Industrial Supply Company	Fittings, Hex Nuts, Flanges, Etc.	\$45.26
Jack Doheny	Rodder Line, Counter Measure Wheel, Etc.	\$2,894.94
Jones Fabrication & Machining, Inc.	Aluminum	\$319.11
Jones & Sons	Mision 1 Red, Sonotube	\$364.05
Kelly Metal	Aluminum	\$30.62
Lawson Products	Washers, Fittings, Etc.	\$835.80
Lawson Products	Fittings, Washers, Cap Screws, Etc.	\$309.47
McCord Tire & Auto Service	Alignment on a Police Vehicle, New Tires	\$700.93
Menards	Adapter, Screws, Metal Lath	\$160.13
Menke's Trailer Sales	Tire Rim	\$20.00
N.E.W. Interstate Concrete, Inc.	Limestone Air, Flowable Fill	\$1,484.51
N.E.W. Interstate Concrete, Inc.	Limestone Air, Flowable Fill	\$1,896.25
N.E.W. Interstate Concrete, Inc.	Flowable Fill, 5000 Limestone Air	\$1,049.88
O'Reilly Auto Parts, Inc.	Power Steering Pump, Hose Assembly	\$135.72
Quality Automotive Dist. Corp.	Starter, Quick Struts, Etc.	\$1,811.39
Quality Automotive Dist. Corp.	Oil Filters, Starter, Etc.	\$1,251.58
Quality Automotive Dist. Corp.	Wiper Blades, Air Filter, Etc.	\$1,404.68
Quality Automotive Dist. Corp.	Alternator, Battery, Etc.	\$716.07
Quality Automotive Dist. Corp.	Gas Cap, Wiper Motors, Etc.	\$1,456.31
Quality Automotive Dist. Corp.	Air Hose, Water Pump, Etc.	\$1,082.06
Southwest Auto Company	Axle Assemblies	\$700.00
Town & Country Ford	Armrest, Seat Cushions, Etc.	\$1,046.11
USABluebook, Inc.	Plugs, 6" Saddle	\$180.01
Valley Electric Supply Corp.	Contactors, Relays	\$183.01
Vigo Dodge, Inc.	Struts, Adapter, Gaskets, Etc.	\$396.02
Wabash Valley Motor & Machine Inc.	Wear Rings	\$6,054.12

## Other Supplies

**422.110 Boc Gas**

Praxair	Nitrogen, Argon, Etc.	\$74.76
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**422.160 Lab Supplies**

IDEXX Laboratories Inc	Quanti-Trays, Gamma Irrad Colilert	\$1,738.47
N.C. Labs	Pipets, Glass Fiber Filters, Etc.	\$3,777.30
USABluebook, Inc.	Buffer Solution, pH Buffer Pack	\$217.85
Visa	High Company / Pipet Tips, Etc.	\$441.87
VWR International LLC	Polyseed Inoculum	\$404.36

## Professional Services

**432.010 Services Contractual**

American Water	Data Usage	\$6,055.00
Commonwealth Engineers, Inc.	Engineering Services	\$181.01
Controlworx LLC	Engineering Services	\$29,155.00
Hannum, Wagle, and Cline	Professional Services	\$343.00
IUPPS	Locate Tickets	\$1,273.95
Quality Automotive Dist. Corp.	Computer Program Fees	\$203.00
Sears Commercial One	Service Agreement	\$51.98
Seelyville Water & Sewage	Meter Readings	\$1,441.00
Sycamore Engineering, Inc.	Inspected Backflow Devices	\$2,125.25
TPI Billing Solutions LLC	Printed Utility Bills & Past Due Invoices	\$107,936.53
Visa	Microsoft Office Monthly Fee	\$10.69

<b>432.020</b>	<b>Instruction</b>		
	IWEA, Inc.	Lab Seminar	\$275.00
<b>432.060</b>	<b>Med./Surg./Dent.</b>		
	Terre Haute Regional	Drug Screens, Physical Exams	\$159.00
<b>432.071</b>	<b>Lab Testing</b>		
	Pace Analytical	Lab Testing	\$112.00
<b>347.090</b>	<b>User Fees</b>		
	Electronic Bill Payment Services	Sewer Bill Refund / Darrell Pickett	\$5,373.72
	International Village Apartments	Sewer Bill Refund / Madison Scott	\$87.50
	Lois Collins / FC Tucker Preferred Realtors	Sewer Bill Refund / Teresa E Chagares	\$118.80
	Shawn Chambers	Sewer Bill Refund	\$167.34
	Tender Moments	Sewer Bill Refund / Carrie Molinder	\$8,567.46

Comm./Transportation

<b>433.010</b>	<b>Telephone</b>		
	Frontier, Inc.	Telephone Utility	\$63.77
	Frontier, Inc.	Telephone Utility	\$564.59
<b>433.020</b>	<b>Postage</b>		
	UPS	Postage	\$13.15
<b>433.040</b>	<b>Freight</b>		
	Bradford Supply Company	Freight	\$21.29
	IDEXX Laboratories Inc	Freight	\$55.32
	Jack Doheny	Freight	\$37.99
	Lawson Products	Freight	\$72.70
	Lawson Products	Freight	\$32.63
	N.C. Labs	Freight	\$97.23
	S & K Equipment Company, Inc.	Freight	\$107.55
	The Henry P. Thompson Company, Inc.	Freight	\$96.41
	USABluebook, Inc.	Freight	\$51.12
	Visa	High Company / Freight	\$41.67
	Wabash Valley Motor & Machine Inc.	Freight	\$27.95
	Wise El Santo Co Inc.	Freight	\$60.60

Utility Services

<b>436.010</b>	<b>Electric Utility</b>		
	Duke Energy	Electric Utility	\$104.01
	Duke Energy	Electric Utility	\$150.69
	Duke Energy	Electric Utility	\$83.89
	Duke Energy	Electric Utility	\$396.84
	Duke Energy	Electric Utility	\$114.96
	Duke Energy	Electric Utility	\$17,648.14
	Duke Energy	Electric Utility	\$17,775.00
	Duke Energy	Electric Utility	\$243.37
	Duke Energy	Electric Utility	\$32,402.84
	Duke Energy	Electric Utility	\$3,940.29
	Duke Energy	Electric Utility	\$29,923.19
	Duke Energy	Electric Utility	\$1,631.08
	Duke Energy	Electric Utility	\$59,263.69
	WIN Energy	Electric Utility	\$288.73
<b>436.020</b>	<b>Gas Utility</b>		
	Vectren	Gas Utility	\$124.37
	Vectren	Gas Utility	\$46.00
	Vectren	Gas Utility	\$246.23
	Vectren	Gas Utility	\$46.00

**436.030 Water Utility**

IN American Water	Water Utility	\$30.68
IN American Water	Water Utility	\$177.86
IN American Water	Water Utility	\$630.69
IN American Water	Water Utility	\$113.85
IN American Water	Water Utility	\$373.09
IN American Water	Water Utility	\$162.85
IN American Water	Water Utility	\$921.54
IN American Water	Water Utility	\$38.56
IN American Water	Water Utility	\$38.08

Rep./Maint

**437.010 Equipment Repair**

Best Equipment Co., Inc.	Repaired the Camera Truck	\$927.37
Jack Doheny	Repaired a Hose Reel	\$957.29
Roehm Refrigeration	Repaired an A/C Unit	\$2,242.32
Wabash Valley Motor & Machine Inc.	Repaired a Pump	\$13,403.59

**437.030 Vehicle Rep./Maint.**

Mike's Stop & Shine	Car Washes	\$35.00
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**438.010 Rental of Equipment**

MacAllister Machinery Co. Inc.	Rented a Dozer, Etc.	\$1,632.00
One Source Equipment Rentals	Rented a Scissor Lift	\$396.75
United Rentals Inc.	Rented a Dump Truck	\$3,045.07

Machinery &amp; Equipment

**444.010 Equipment Purchase**

Auto Zone, Inc.	Lug Wrench	\$18.52
Bradford Supply Company	Pallet Jacks, Oil & Debris Traps, Etc.	\$4,225.00
Christopher A. Poe	Booster, Flare Line Wrenches	\$399.90
Complete Outdoor Equipment Company	Blades	\$128.70
Ferguson Waterworks	Sanitary Sewer Covers	\$2,190.00
Flex-Pac Inc.	Paper Towel Dispenser	\$115.38
Jack Doheny	Drill Nozzles	\$1,230.00
Lawson Products	Drive In Tool	\$49.35
Lawson Products	Putty Knife, Wall Scraper, Etc.	\$96.70
Matco Tools	Tools	\$154.95
Menards	Gas Cans, Pliers, Garden Hose, Etc.	\$506.44
Pro-Trade Tool & Supply Company	Battery Adapter, Batteries, Battery Charger	\$279.90
Quality Automotive Dist. Corp.	Hose Reels, Car Ramps	\$279.97
Sears Commercial One	Vacuum	\$239.88
Sherwin-Williams Company	Paint Brushes, Roller Covers, Etc.	\$17.83
S & K Equipment Company, Inc.	Submersible Solids Handling Pump	\$3,988.00
The Henry P. Thompson Company, Inc.	Sensor Assembly	\$2,148.00
USABluebook, Inc.	Marking Posts, Flashlights, Etc.	\$1,004.80
Wabash Valley Motor & Machine Inc.	Baldor Motor, Myers Pump	\$4,581.56

**444.180 Safety Equipment**

Sam's Club	Safety Glasses- Curt M.	\$125.00
------------	-------------------------	----------

**5/18/2017 Check Run \$171,820.64**

5/25/2017 Check Run \$1,923.48

6/01/2017 Check Run \$1,161.94



**CITY OF  
TERRE HAUTE  
DEPARTMENT  
OF ENGINEERING**

City Hall  
17 Harding Avenue, Room 200  
Terre Haute, IN 47807

Phone: 812.244.4903

Fax: 812.234.3973

[www.terrehaute.IN.gov](http://www.terrehaute.IN.gov)

**DUKE A. BENNETT**  
*Mayor*

**CHARLES W. ENNIS, P.E., S.E.**  
*City Engineer*

[engineering@terrehaute.in.gov](mailto:engineering@terrehaute.in.gov)

## MEMORANDUM

**TO:** Board of Sanitary Commissioners

**FROM:** Scott Barbour  
Director of Asset Management

**DATE:** May 23rd, 2017

**RE:** **Ditch Maintenance**

I have evaluated the bid for the Ditch Maintenance contract. The bid that was submitted did meet specifications. There was only one bid from Blann & Son LLC. The bid total is shown below

Blann & Son, LLC	\$68,995.00
------------------	-------------

It is the Terre Haute City Engineer's recommendation that the Ditch Maintenance contract be awarded to the lowest responsive and responsible bidder, Blann & Son LLC.

May 31, 2017

**CITY OF  
TERRE HAUTE  
DEPARTMENT  
OF ENGINEERING**

City Hall  
17 Harding Avenue, Room 200  
Terre Haute, IN 47807

Phone: 812.244.4903  
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**DUKE A. BENNETT**  
*Mayor*

**CHARLES W. ENNIS, P.E., S.E.**  
*City Engineer*  
[engineering@terrehaute.in.gov](mailto:engineering@terrehaute.in.gov)

To: Board of Sanitary Commissioners  
Brad Bush, President  
Tim Adams, Vice President  
Jim Winning, Secretary  
Chuck Ennis, Member  
Larry Auler, Member

From: Bradley D. Utz  
Director of Inspection  
Department of Engineering

Re: Amendment #5 for the WWTU Improvements Project

Gentlemen,

Attached is an agreement amendment for your review. This document amends the existing agreement between the Terre Haute Board of Sanitary Commissioners and HNTB to include the scope of modifying the State Revolving Loan Fund Preliminary Engineering Report to include the phosphorus removal project. HNTB has quoted a not to exceed amount of \$40,000 for this work. This office requests a motion for approval of this amendment so that this modification can be made. Thank you.

Sincerely,



Bradley D. Utz  
Director of Inspection  
Department of Engineering

Cc: File

**AMENDMENT NO. 5 TO OCTOBER 14, 2008 AGREEMENT  
BETWEEN THE CITY OF TERRE HAUTE BOARD OF PUBLIC WORKS AND SAFETY  
(CLIENT) AND HNTB INDIANA, INC. (CONSULTANT)  
FOR WASTEWATER TREATMENT PLANT ADDITIONS AND IMPROVEMENTS**

Except to the extent modified herein, all terms and conditions of the Original Agreement, and Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 shall continue in full force and effect.

WHEREAS, the CLIENT desires to contract for modifications to the State Revolving Loan Fund (SRF) Preliminary Engineering Report (PER) to include phosphorus removal; and

WHEREAS, the CONSULTANT is interested in providing those services to the CLIENT for said project; and

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

ADD Article 11 to Exhibits A, B, and C of the Original Agreement as follows:

**EXHIBIT A  
SCOPE OF SERVICES  
AMENDMENT NO. 5**

**CITY OF TERRE HAUTE, INDIANA  
WASTEWATER TREATMENT PLANT ADDITIONS AND IMPROVEMENTS**

ADD the following Articles 11 To Exhibit A - Scope of Services:

**Article 11 - Additional Services**

- A. CONSULTANT shall provide additional engineering services to modify the State Revolving Loan Fund (SRF) Preliminary Engineering Report (PER) for the Terre Haute Wastewater Treatment Plant (WWTP) as follows:
1. State Revolving Loan Fund (SRF) Preliminary Engineering Report Modifications
    - a. CONSULTANT will update and modify the 2008 Preliminary Engineering Report for the WWTP Phosphorus Removal Project Improvements designed by another Consultant.
    - b. CONSULTANT will coordinate with the CLIENT's Consultant for engineering design of the WWTP Phosphorus Removal Project to obtain needed information for the PER modifications.
    - c. CONSULTANT will coordinate with the IDEM SRF Group to determine the PER updates required for the Improvements to be eligible for SRF funding and prepare the PER Revisions for the CLIENT to submit to IDEM.

**EXHIBIT B  
SCHEDULE  
AMENDMENT NO. 5**

**CITY OF TERRE HAUTE, INDIANA  
WASTEWATER TREATMENT PLANT ADDITIONS AND IMPROVEMENTS**

ADD the following Articles 11 to Exhibit B – Schedule:

**Article 11 - Additional Services**

The Engineering Services described in Article 11 of Exhibit A - Scope of Services are anticipated to be complete within four (4) months of Notice to Proceed.

**EXHIBIT C  
COMPENSATION  
AMENDMENT NO. 5**

**CITY OF TERRE HAUTE, INDIANA  
WASTEWATER TREATMENT PLANT ADDITIONS AND IMPROVEMENTS**

ADD the following Articles 11 to Exhibit C – Compensation:

**Article 11 – Additional Services**

- A. For services rendered under Article 11 of the Exhibit A Scope of Services, CONSULTANT'S fee shall be an estimated not-to-exceed amount of \$40,000 and shall be based upon Salary Cost/Direct Personnel Expense ("DPE") times a multiplier of 2.3. Salary Cost/DPE is defined as direct payroll plus indirect salary-related costs (FICA), unemployment compensation taxes, workers' compensation insurance, employee group insurance, holidays, vacation and sick leave).

**EXHIBIT 1  
SCHEDULE OF CHARGES FOR EXPENSES  
AMENDMENT NO. 5**

**CITY OF TERRE HAUTE, INDIANA  
WASTEWATER TREATMENT PLANT ADDITIONS AND IMPROVEMENTS**

1. Effective January 1, 2017, automobile travel by personal or company leased vehicles is chargeable at 53.5 cents per mile. Use of rail, bus, air, or similar forms of public transportation or automobile rental will be billed at cost.
2. Charges shall be made for such direct expenses as reproduction costs, the cost of materials required to complete field investigations or surveys, or other special materials or equipment whose use will be limited to the specific job at hand. These charges will be billed at invoice cost.
3. Subsistence is chargeable in the event an employee is required by nature or location of the work to be out of his/her assigned office overnight. These charges shall be billed at direct cost.
4. Services of professional specialists who work independently of HNTB shall be billed at our cost. Examples of this type of service are soils testing, laboratory analyses, and other specialized fields of services performed by others using their own facilities, and not under our direction. Services of subcontractors or sub-consultants who work at the direction of HNTB shall be billed at our cost plus ten percent.
5. Services of outside temporary personnel, including clerical and technical personnel, shall be billed at our cost plus twenty percent.
6. All service performed on an hourly or cost plus basis shall be billed as work progresses. Billing periods shall be once each four weeks to coincide with company's payroll cycle.

The above schedule of charges is subject to changes that result from variations in supplier costs and market conditions.

HNTB Corporation  
Indianapolis, Indiana  
January 12, 2017

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 at Terre Haute, Indiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CONSULTANT:

**HNTB Indiana, Inc.**

By: Christopher B. Gale  
Christopher B. Gale, Vice President

CLIENT:

**City of Terre Haute,  
Board of Sanitary Commissioners**

By: \_\_\_\_\_  
Brad Bush, President  
on Behalf of the Board of Sanitary  
Commissioners

CONSULTANT'S ADDRESS:

111 Monument Circle, Suite 1200  
Indianapolis, Indiana 46204

CLIENT'S ADDRESS:

Board of Sanitary Commissioners  
17 Harding Avenue  
Terre Haute, Indiana 47807



## Bolen, Jennifer

---

**From:** trubble@ma.rr.com  
**Sent:** Thursday, March 23, 2017 10:29 PM  
**To:** Speidel, Brad  
**Cc:** Bolen, Jennifer; Sewage Billing  
**Subject:** Re: Official Ruling- Appeal Process RE: Sewer Leak Mr. Rukes Acct 3100165794

To whom it may concern,

My name is Mickey Rukes and I reside at 2352 North 26th Street, Terre Haute, IN 47804. On approximately December 9, 2016, an Indiana American Water employee knocked on my door and alerted me that the current water meter reading indicated something out of the ordinary and noticed my water usage was considerably higher than normal. It was promptly determined I had incurred a broken service line resulting in a water leak during the past/current billing period, somewhere between the water meter and where the water line connects to my home in the basement. I subsequently contacted B & S Plumbing & Heating, Inc, resulting in them boring a new water line from the water meter to my basement where the water line ties into my home on December 22, 2016, in order to prevent any continuing/recurring high bills. This unexpected service cost me \$1,390. Once I informed Indiana American Water that the broken service line between the water meter to my basement had been repaired, they subsequently provided me with a customer leak adjustment. Unfortunately, I am still in the process of having Indiana American Water conduct another review of my January 18, 2017 water bill (billing date), and requesting an additional customer leak adjustment since I believe the reading for that billing period of 12/10/16 - 1/11/17 with a total water usage utilized during that billing period is inaccurate.

I also contacted the Sewage Department shortly after discovering I had a water leak. I was informed to cancel my automatic payments until the water leak issue was resolved and then inform the Sewage Department once the repairs were completed so they could also provide their leakage adjustment. I have since been in contact with Brad Speidel, Sewage Billing Specialist. Mr. Speidel provided me with the email below explaining the 148 CCF of water usage between 11/9/16 - 12/9/16 was reduce to 3 CCF of usage and subsequently credited by the sewage department. However, Mr. Speidel stated he is unable to provide any credit (relief) for the 32 CCF reportedly used between 12/9/16 - 1/11/17 since the leak spanned two billing periods.

Based upon Mr. Speidel's ruling, I want this email to be considered as my written documentation to request a review of Mr. Speidel's decision and formally appeal to the Sanitary Commission that the 32 CCF reportedly used between 12/9/16 - 1/11/17 be reduced to the 3 CCF usage which is in the range of my normal usage (between 1 - 4 CCF on any given month) as well as any late fees, penalties, finance charges incurred during this leakage period. I am 76 years old and on a fixed income and this additional charge for 32 units and associated fees will cause undue hardship for me. I quickly addressed the problem of getting my water line repaired as soon as possible once I was made aware of the leak. Additionally, I do not believe the 32 CCF is accurate since I turned the water off at the water meter and only turned it back on 4 or 5 times for no more than 10 minutes each time, in order to fill up (3) five gallon buckets of water and then immediately turned the water back off at the meter. Also, any water that was leaked during the water line break never even made it to the sewage lines and certainly went right into the ground and it does not seem fair that I would have to pay for any additional sewage charges during this leak period.

I hope the documentation in this email as well as copies of my water bills, sewage bills and charges for repairing my water line (which I can provided upon request) will serve as to why the Sanitary Commission should review and hear my request.

I look forward to hearing back from you as soon as possible as well as explain my situation in person.

Please feel free to contact me at 812-234-0072 if you have any questions.

Respectfully,

Mickey Rukes  
2352 North 26th Street  
Terre Haute, IN 47804

----- "Speidel wrote:

> Mr. Rukes,

>

> I want to confirm our conversation this afternoon about the application of your leak adjustments as well as your right to appeal to the Sanitary Commission.

>

> Your 11/9/16 to 12/9/16 water reading was for 148 CCF (100 Cubic Foot) of water usage and was billed on your Jan. 24, 2017 City of Terre Haute Sewer Bill.

>

> I have reviewed the leak adjustments and have found that they are accurately calculated and applied to your account. Your 148 CCF bill was reduced to three (3) CCF of usage. Your Feb. 21, 2017 bill details the leak adjustments and is located in the PREVIOUS BALANCE section of the bill.

>

>

> \* IAW adjusted 73 CCF from your bill or \$626.34 (73x\$8.58= \$626.34)

>

> \* City adjusted 72 CCF from your bill or \$617.76 (72x\$8.58=\$617.76)

>

> The CURRENT WASTEWATER CHARGES section of your Feb. 21, 2017 however, shows the water usage from 12/9/16 to Jan. 11, 2017 shows the consumption of 32 CCF of water.

>

> Unfortunately, your leak spanned two (2) separate billing periods. City Code Section 9-112 details how leak adjustments are requested, calculated and posted to customer accounts.

>

> Section 9-112 Item 7 "only the highest single month of usage charge during the excess water usage shall be considered for adjustment"

>

> This is my Official Ruling. You can appeal this ruling to the Board of Sanitary Commissioners.

>

> APPEAL PROCESS: The Board of Sanitary Commissioners has provided a method and procedure for filing an appeal of this ruling. Here are the important parts and timeframes.

>

> 1. The account holder may request a review of the decision of the Sewage Billing Specialist and needs to be submitted in writing and within 30 days of my ruling (2/24/17)

>

> 2. Written documentation must clearly state the facts surrounding the disputed charges,

>

> 3. Documentation shall clearly state why the board should review the request,

>

> 4. And provide any and all documentation the account holder has to support their request.

>

> Once this is submitted the Board will review the information and decide if they will review the appeal. The account holder petitioning for review of the disputed charges may attend any board meeting after the Board has decided to review their appeal.

>  
> SO, I have attached to this email all the information the Sewage Billing Office has on your leak so that should cover all the detail about the leaks, that you had them fixed etc.

>  
> I would recommend that you simply respond to everyone I have copied on THIS EMAIL and focus your attention on item number 2 and item number 3.

>  
> IMPROTANT Information:

>  
> \* Jennifer Bolen.  
Jennifer.bolen@terrehaute.in.gov<mailto:Jennifer.bolen@terrehaute.in.gov> or 812-244-4903, she will make sure to collect all the paperwork and get your initial appeal on the boards agenda.

>  
> \* Board of Sanitary Commissioners meet on the 1st and 3rd Tuesday of the month. They meet in the 3rd floor conference room at City Hall. They meet at 10:00 a.m.

>  
> Sincerely,

>  
> Brad Speidel  
> Sewage Billing Specialist

>  
> 812-244-2316

>  
> From: Speidel,Brad  
> Sent: Monday, January 30, 2017 12:35 PM  
> To: 'trubble@ma.rr.com'  
> Cc: Sewage Billing  
> Subject: Sewer Leak Mr. Rukes Acct 3100165794

>  
> Mr. Rukes,

>  
> I want to follow up with you about our conversation today regarding your leak.

>  
> We want to make sure that all credits and adjustments are posted to your account. As discussed we need to have the American Water adjustment posted to your account and then the City of Terre Haute will post our additional leak adjustment and credit the delinquent fees etc.

>  
> Finally, as we spoke it would be a good idea to pay your "normal amount" on your bill for your sewer fees and solid waste fee (trash fee).

>  
> Thank you for your patience as we work through this process.

>  
> Sincerely,

>  
> Brad Speidel  
> Sewage Billing Specialist

>  
> \_\_\_\_\_

>  
> CONFIDENTIALITY NOTICE: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy or disseminate this

information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.

> The City of Terre Haute 17 Harding Avenue Terre Haute, IN 47807

> -----

> ----- This email has been scanned for email related  
> threats and delivered safely by Mimecast.

> For more information please visit <http://www.mimecast.com>

> -----

> -----

City of Terre Haute  
 Sewage Billing  
 PO Box 21043  
 Tulsa OK 74121-1043  
 (800) 955-6598



ACCOUNT NUMBER	3100940272
PREMISE NUMBER	9100108096
BILL DATE	02/21/2017
DUE DATE	03/14/2017
TOTAL AMOUNT DUE	\$2,810.01
AMOUNT PAID	

*City leak Adj. on  
 This Bill*

Please send remittance to:

Bartlow Mark A  
 1119 S 8th St  
 Terre Haute IN, 47802-1205

7379

City of Terre Haute / Sewer  
 PO Box 21043  
 Tulsa OK 74121-1043

6000073 000003100940272 000281001 02212017

Please detach and return the above portion of the statement. When paying in person please bring both portions of this bill.

**NOTICE - SEWAGE RATES HAVE INCREASED - NOTICE**

PLEASE NOTE: This month's bill reflects the new rate for your monthly sewage bill.

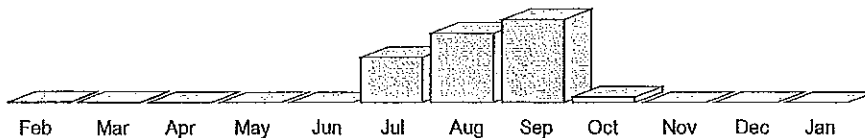
New rates are as follows:

- \$ 26.87 shall be the minimum usage charge for any metered water customer and shall include the first three hundred (300) cubic feet of water usage.
- \$ 8.58 per one hundred (100) cubic feet of water used above the minimum billing amount of usage for metered water customers.
- \$ 46.17 for domestic non-commercial, non-industrial users with non-metered water service (wells).

**New Rates Will Be Reflected In This Month's Sewage Bill**

Questions about your bill or payments? Call (800) 955-6598  
 Or email: [GoTH-Billing@tpibillingsolutions.com](mailto:GoTH-Billing@tpibillingsolutions.com)

Water Usage History



**Account Billing Details**

*Service Name: Bartlow Mark A*

*Service Address: 1119 S 8 St*

ACCOUNT NUMBER	PREMISE NUMBER	BILLING FROM DATE	BILLING TO DATE	BILL DATE	DUE DATE
3100940272	9100108096	01/01/2017	01/31/2017	02/21/2017	03/14/2017
<b>PREVIOUS BALANCE</b> Previous Balance Last Statement 4,375.40 Leak Adj sept -1,286.62 WW Late Fee Adj (aug) -124.79 WW Late Fee Adj (sept) -153.98 <b>Total Balance Carried Forward \$2,810.01</b>  Past Due Balance Detail: Delinquent Wastewater Charges 2,810.01 <b>Total Delinquent Past Due \$2,810.01</b>					
<b>Total Amount Due</b>					<b>\$2,810.01</b>

City of Terre Haute  
 Sewage Billing  
 PO Box 21043  
 Tulsa OK 74121-1043  
 (800) 955-6598



ACCOUNT NUMBER	3100940272
PREMISE NUMBER	9100108096
BILL DATE	01/24/2017
DUE DATE	02/14/2017
TOTAL AMOUNT DUE	\$4,375.40
AMOUNT PAID	

Please send remittance to:



City of Terre Haute / Sewer  
 PO Box 21043  
 Tulsa OK 74121-1043

Bartlow Mark A  
 1119 S 8th St  
 Terre Haute IN, 47802-1205

3261

6000073 000003100740272 000437540 01242017

Please detach and return the above portion of the statement. When paying in person please bring both portions of this bill.

**NOTICE - SEWAGE RATES HAVE INCREASED THIS MONTH - NOTICE**

PLEASE NOTE: This month's bill reflects the new rate for your monthly sewage bill.

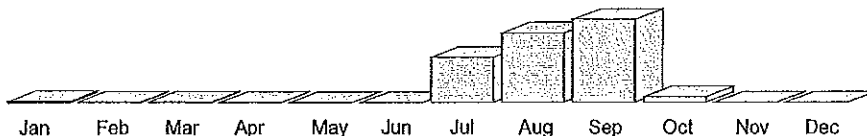
New rates are as follows:

- \$ 26.87 shall be the minimum usage charge for any metered water customer and shall include the first three hundred (300) cubic feet of water usage.
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**New Rates Will Be Reflected In This Month's Sewage Bill**

Questions about your bill or payments? Call (800) 955-6598  
 Or email: [CoTH-Billing@tpibillingsolutions.com](mailto:CoTH-Billing@tpibillingsolutions.com)

Water Usage History



**Account Billing Details**

*Service Name: Barlow Mark A*

*Service Address: 1119 S 8 St*

ACCOUNT NUMBER	PREMISE NUMBER	BILLING FROM DATE	BILLING TO DATE	BILL DATE	DUE DATE
3100940272	9100108096	12/01/2016	12/31/2016	01/24/2017	02/14/2017
<b>PREVIOUS BALANCE</b> Previous Balance Last Statement <i>Total Balance Carried Forward</i>					4,375.40 <b>\$4,375.40</b>
Past Due Balance Detail: Delinquent Wastewater Charges 4,375.40 <b>Total Delinquent Past Due \$4,375.40</b>					
<b>Total Amount Due</b>					<b>\$4,375.40</b>



City of Terre Haute  
 Sewage Billing  
 PO Box 21043  
 Tulsa OK 74121-1043  
 (800) 955-6598



ACCOUNT NUMBER	3100940272
PREMISE NUMBER	9100108096
BILL DATE	12/24/2016
DUE DATE	01/14/2017
TOTAL AMOUNT DUE	\$4,375.40
AMOUNT PAID	

IAW Leak Adj(s) 2.  
 appear on this Bill

Please send remittance to:

Bartlow Mark A  
 1119 S 8th St  
 Terre Haute IN, 47802-1205

City of Terre Haute / Sewer  
 PO Box 21043  
 Tulsa OK 74121-1043

3338



w/ Late Fee Credits.

6000073 000003100940272 000437540 12242016

Please detach and return the above portion of the statement. When paying in person please bring both portions of this bill.

**NOTICE - SEWAGE RATE INCREASE COMING NEXT MONTH - NOTICE**

Starting next month rates for sewage usage are increasing. The rate change is effective with December 2016 usage which will be BILLED in January 2017.

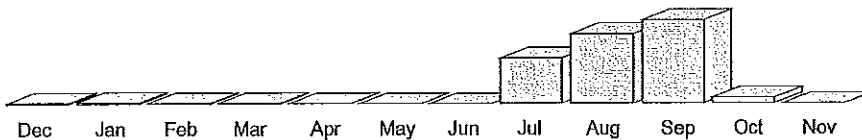
New rates are as follows:

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- \$ 46.17 for domestic non-commercial, non-industrial users with non-metered water service (wells).

**New Rates Will Be Reflected In Next Month's Sewage Bill**

Questions about your bill or payments? Call (800) 955-6598  
 Or email: CoTH-Billing@tpbillingsolutions.com

Water Usage History



### Account Billing Details

*Service Name: Bartlow Mark A*

*Service Address: 1119 S 8 St*

ACCOUNT NUMBER	PREMISE NUMBER	BILLING FROM DATE	BILLING TO DATE	BILL DATE	DUE DATE
3100940272	9100108096	11/01/2016	11/30/2016	12/24/2016	01/14/2017
<b>PREVIOUS BALANCE</b>					
Previous Balance Last Statement					7,058.66
Water Co Adj 8/4/16 -144					-1,065.60
Late Fee Adj 8/4/16					-106.56
Water Co Adj 9/7/16 -173					-1,280.20
Late Fee Adj 9/7/16					-128.02
Payments as of 12/19/2016					-120.00
<b>Total Balance Carried Forward</b>					<b>\$4,358.28</b>
Past Due Balance Detail:					
Delinquent Wastewater Charges 4,358.28					
<b>Total Delinquent Past Due</b> \$4,358.28					
<b>CURRENT WASTEWATER CHARGES</b>					
10% Late Fee on Delinquent Wastewater Charges of \$171.16					17.12
FINAL 0					
<b>Total Wastewater Charges</b>					<b>\$17.12</b>
<b>Total Amount Due</b>					<b>\$4,375.40</b>

- 10/27/16 Pipe Replaced - Pattie



Premise Usage Transaction Report  
 INTERRHAUT - City of Terre Haute  
 Transactions Dated: 03/21/2016 to 03/21/2017

Premise: 9100108096      Status: Tapped Service Active Contract      Service: 1119 S 8 St  
 Municipality: City of Terre Haute      Terre Haute, IN 47802-1205  
 Meter Read Route: TER03809      Route Read Dates --      Previous: 03/04/2015      Current: 04/05/2017      Next: 05/04/2017      Last Bill: 10/25/2016

---

Account: 210007520463      Name: Bartlow, Mark A      Status: Closed for Non pay  
 Account Connect Date: 10/24/2016      Mailing: 2604 W 150 S      Customer: 1100729523  
 Account Discontinued Date: 10/25/2016      Bloomfield, IN 47424-5018  
 Account Class: Residential  
 Cut In Landlord: N

Transaction Type	Transaction Date	Transaction Number	Billed Usage	Unit of Measure	Days Billed
Reg Bill Actual Read	04/08/2016	603752450047	7.48	CGL	34
Reg Bill Actual Read	05/09/2016	612502406826	0.00	CGL	28
Reg Bill Actual Read	06/07/2016	616252438843	0.00	CGL	30
Reg Bill Actual Read	07/14/2016	626252092630	1421.20	CGL	33
Reg Bill Actual Read	08/08/2016	607502711112	2184.16	CGL	29
Reg Bill Actual Read	09/12/2016	653752735041	2618.00	CGL	34
Closing Bill	10/06/2016	701250257003	172.04	CGL	28
Closing Bill	10/26/2016	703750245823	0.00	CGL	2
Reg Bill Actual Read	12/08/2016	500000164842	1291.49	CGL	34
Reg Bill Actual Read	12/08/2016	500000164843	1077.72	CGL	29

Readings

Meter Number	Current Read Date	Current Reading	Previous Read Date	Previous Reading	Current Reading Type	Metered Usage	Unit of Measure
087287276A	04/06/2016	299.0	03/03/2016	298.0	Actual	1.00	CCF
087287276A	05/04/2016	299.0	04/06/2016	299.0	Actual	0.00	CCF
087287276A	06/03/2016	299.0	05/04/2016	299.0	Actual	0.00	CCF
087287276A	07/06/2016	489.0	06/03/2016	299.0	Actual	190.00	CCF
087287276A	08/04/2016	781.0	07/06/2016	489.0	Actual	292.00	CCF
087287276A	08/04/2016	781.0	07/06/2016	489.0	Actual	292.00	CCF
087287276A	09/07/2016	1131.0	08/04/2016	781.0	Actual	350.00	CCF
087287276A	09/07/2016	1131.0	08/04/2016	781.0	Actual	350.00	CCF
087287276A	10/05/2016	1154.0	09/07/2016	1131.0	Actual	23.00	CCF
087287276A	10/25/2016	1154.0	10/24/2016	1154.0	Actual	0.00	CCF

Units of Measure Reference	
CGL - 100 Gallons	CCF - 100 Cubic Feet
DFT - 10 Cubic Feet	DCG - 1000 Gallons
1 CF - Cubic Foot	1 GL - US Gallon
MG AW - Millions of Gallons	1000 CF - 1000 Cubic Feet
TG AW - Thousand Gallons	10 KGL - 10 Thousand Gallons
10 GL - 10 Gallons	

<sup>8</sup> 2810.01 Post leak adjust.

<sup>4</sup> 120" Last 11/22/16  
 60" 6/3/16.

~~Certified letter to Mark Thompson. Sent~~  
 IAW Final Billed in October 2016.

(1286.0)<sup>2</sup> - Leak Adj -  
 - AW  
 - AW

City of Terre Haute  
Sewage Department-Supervisor  
17 Harding Avenue, Room 209  
Terre Haute, IN 47807

Mark Bartlow  
2604 W 150 S  
Bloomfield, IN 47424

Dear Sewage Department Supervisor,

I write this note in reference to our vacant rental house at 1119 S. 8<sup>th</sup> St., Terre Haute, IN.

The account number on this house is 3100940272. Our daughter and son in law lived there until February of 2016. Since that time the property has been vacant and the water main shutoff in the basement has been turned off. It appears that a leak in the water meter supply line to the house has caused the sewer bill to go up substantially. Normally, the sewage bill runs between \$21 and \$38. However the leak in the external supply from American water, beginning in June, went unnoticed as the water leaked into the ground. We were not contacted about the leak and the American Water was still sending the water bill to the vacant house instead of our residence listed above. I received no phone calls from the water company or sewage department during the months that the leak occurred to tell me of any increased use.

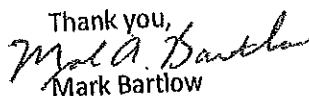
I have spoken to Christina at American Water to review the water usage and she informed me at 11 am on 1-26-2017 that it would take 60 days to review the adjusted bill of \$1040.92.

In the meantime, I have received a bill from the sewage department for \$4,375.40. I finally spoke with Bobbi at 2:15 on 1-30-2017 about this and she recommended I send this letter after I had called several times and left several messages on the answering machine of the sewer department. Since no water actually came into the house and was leaked into the ground, I believe our sewage bill should be \$0.00 for the time of February, 2016 through now, since no sewage has been used. I understand if there is a minimum due per month for the service as with any vacant house. However, since no water went through the sewer lines during that time, I kindly request you to review and delete the balance due.

I have bills from the plumber who repaired the leak with the help of American Water service personnel.

By the way, the water is currently turned off as well so you can get a good idea of the usage from that.

Please let me know your decision as soon as possible as this is causing some worry in my household and the sewer wasn't used.

Thank you,  
  
Mark Bartlow

(812)384-6246  
mbartlow@node1internet.com



# INDIANA AMERICAN WATER

P.O. Box 578 Alton, IL 62002

(800) 492-8373

Spoke @ 11am 1/26/17  
w/ Christina @ American Water  
-60 Day review on the 1090.92

Terre Haute Sewage

Spoke w/ Maria  
# 4375.40 bal.

Mark A. Bartlow  
2604 W 150 S  
Bloomfield, IN 47424-5018

Ext. 5652  
supervisor  
no answer - left message  
@ 11:15am  
1/26/17

**For Service To:**

Account Number: 1010-210007520463

Service Address: 1119 S 8 St

Terre Haute, IN 47802-1205

Dear Mark A. Bartlow:

Spoke w/ Bobbi @ 2:15, 1/30/17

Indiana American Water is proud to be your water and/or wastewater service provider and thanks you for the opportunity to provide this service. This letter is in regard to your recent inquiry about your account history. We've included the account ledger history below and hope this information helps provide answers to your questions.

Current Balance: \$0.00

Transaction Date	Description	Amount
12/07/2015	INVOICES	\$38.13
12/07/2015	Late Payment Charge	\$1.33
01/08/2016	INVOICES	\$41.63
02/11/2016	Mellon ARC	\$-60.00
02/12/2016	INVOICES	\$34.68
02/12/2016	Late Payment Charge	\$1.26
03/07/2016	INVOICES	\$34.92
03/07/2016	Late Payment Charge	\$0.59
03/10/2016	Mellon ARC	\$-15.00
04/05/2016	Mellon ARC	\$-49.83
04/08/2016	INVOICES	\$24.35
04/08/2016	Late Payment Charge	\$1.16
05/09/2016	INVOICES	\$20.83
05/09/2016	Late Payment Charge	\$0.48
06/02/2016	Mellon ARC	\$-45.00
06/07/2016	INVOICES	\$21.13
06/07/2016	Late Payment Charge	\$0.82
07/14/2016	INVOICES	\$586.00
07/14/2016	Late Payment Charge	\$0.43
08/08/2016	INVOICES	\$881.77
08/08/2016	Late Payment Charge	\$16.66
09/12/2016	INVOICES	\$1,049.95
09/12/2016	Late Payment Charge	\$25.44
10/06/2016	INVOICES	\$101.76
10/06/2016	Late Payment Charge	\$30.42
10/24/2016	Paymentus CreditCard	\$-746.00
10/24/2016	Pending Payment	\$-746.00

Transaction Date	Description	Amount
10/24/2016	Reversal Document	\$746.00
10/26/2016	INVOICES	\$1.39
10/26/2016	Late Payment Charge	\$3.99
12/08/2016	INVOICES	\$-918.43
01/24/2017	WO Stat Debit	\$1,040.93
01/24/2017	Write off	\$-1,040.93

You also may access this information online by registering for a self-service account at [www.amwater.com/MyH2O](http://www.amwater.com/MyH2O). This tool is available 24/7 and allows you to manage your water account, including paying your bill, from the convenience of your personal computer.

If you need to speak with a service representative, please contact our customer service center at 1-800-492-8373.

Sincerely,

Customer Service

under 60 day review  
starting 1/26/17

City of Terre Haute  
Sewage Billing  
PO Box 21043  
Tulsa OK 74121-1043  
(800) 955-6598



Bobbi @ 2:15  
1/30/17

Property Owner No. - 3108006893  
Premise No. - 0100108096  
Notice Date - 01/18/2017

Sewage Bill  
17. Harding Ave  
Terre Haute, IN 47807

PROPERTY OWNER NUMBER	3108006893
ACCOUNT NUMBER	3100940272
SERVICE NAME	Bartlow Mark A
SERVICE ADDRESS	1119 S 8 St
TOTAL PREVIOUS BALANCE	\$4,358.28
TOTAL AMOUNT DUE	\$4,375.40

Bartlow Julia Ann & Mark Allen Bartlow  
2604 W 150 South  
Bloomfield IN 47424

535

(812) 244-2343

01/18/2017

### NOTICE TO PROPERTY OWNER

231.35 Aug - 106.50 = 124.79  
 282.00 Sept - 128.02 = 153.98

Well Account Worksheet

(Sept 1991) 1538.22

Date of Change \_\_\_\_\_

Service Location Address \_\_\_\_\_

New Tenant Mark Bartow

Mailing Address \_\_\_\_\_

Old Tenant Overdate 9-14-16 190

Forwarding Address 8-14-16 3(0) 34 x ~~290~~

Phone number 7-14-16 3(0) 4 205 25160

Premise Number 5-14-16 4

Old Account Number 4-14-16 4

Old Account Number 310094 0272

New Account Number \_\_\_\_\_

Date Completed \_\_\_\_\_

Trash Service Yes or No \_\_\_\_\_

1538.22  
 - 251.60  
 - 128.02  
 = 1159.60  
 (circled)

Walker credit 9/7/2016 - 173  
 8/4/2016 - 144

1280.20 (259.10 - 106.50)  
 1065.60

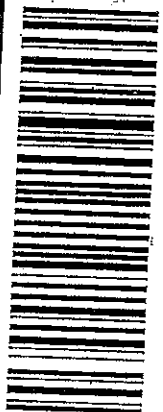
Over Amt 10- ~~10~~ 2313.64 292 for Aug - 144 - 1065.60 = 1248.04  
 11 2818.42 350 for Sept - 173 - 1280.20 = 1538.22



\* Leak Adj Request.

Mark and Julia Barlow  
2604 W. 150 S.  
Bloomfield, IN 47424

**CERTIFIED MAIL**



7015 1520 0002 0056 9557



1000



47807

U.S. POSTAGE  
LINTON, IN  
47441  
JAN 31 17  
AMOUNT

**\$6.59**

R2305KT13866-09

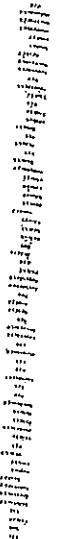
City of Terre Haute

Sewage Department - Supervisor

17 Harding Avenue, Room 209,

Terre Haute, IN 47807

47807-247889



**Sanitary District Claims June 6, 2017**

**SANITARY BOND FUND**

**WWUTILITY / 0620-0061- Services Contractual**

Bose McKinney & Evans	Dewatering Project	\$ 365.50
Bose McKinney & Evans	Dewatering Project	\$ 4,020.00

**WWUTILITY / 0620-0061- Publication of Legals**

**WWUTILITY / 0620-0061- Drainage Improvements**

**WWUTILITY / 0620-0061- Drainage Ways**

\*\*\*\*\*  
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**WWTP PH II/ADDITIONS & IMPROVEMENTS**

HWC Engineering	WWTF/ Phosphorus Removal	\$ 6,250.00
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**SRF INTEREST FUND**

**CSO/LTCP P23**

CHA	Main Lift Station Replacement	\$ 195,494.35
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF SANITARY COMMISSIONERS OF THE TERRE HAUTE SANITARY DISTRICT ACCEPTING RESPONSIBILITY AND AUTHORIZE THE CREATION OF CERTAIN STANDARD OPERATING PROCEDURES (SOPS) AND REGULATIONS PERTAINING TO THE COLLECTION OF SEWER RATES AND CHARGES

WHEREAS, the Board of Sanitary Commissioners (the "Board") of the Terre Haute Sanitary District (the "Sanitary District") is authorized to pass resolutions, among other things pursuant to Indiana Code 36-9-25, as amended; and

WHEREAS, by General Ordinance No. 1, 1976, the Common Council for the City of Terre Haute empowered the Board of Public Works and Safety to "make and enforce such by-laws and regulations" as it deems necessary for the operation of the sewer system, including the regulation, collection, rebate and refunding of rates and charges; and

WHEREAS, the Board of Sanitary Commissioners now finds it necessary to accept responsibility from the Board of Public Works and Safety and now authorizes the creation of certain standard operating procedures (SOPS) and Regulations pertaining to the collection of sewer rates and charges; and

WHEREAS, The Board will honor the contract made between the Board of Public Works and Safety and TPI Billing Solutions to continue to process the City of Terre Haute's sewer use invoices, charges, and fees; and

WHEREAS, sewer users will be receiving water service from various water providers, which may include, but not limited to: Indiana American Water Company, Seelyville waterworks, West Terre Haute waterworks, and Riley waterworks (hereinafter "water provider"); and

WHEREAS, I.C. Section 36-9-23-31 provides that if a sewer use fee is not paid within the time fixed by the City Council, such fee is delinquent and is therefore subject to a penalty of ten percent (10%) of the amount of the delinquent sewer fee plus a reasonable attorney fee; and

WHEREAS, pursuant to existing Indiana American Water Company policies, water and sewer payments were due within twenty-one (21) days of the date of the invoice. Charges not paid after the twenty-first (21<sup>st</sup>) day were deemed delinquent and subject to the 10% penalty as provided in I.C. Section 36-9-23-31; and

WHEREAS, on September 10, 2012, the Board of Public Works and Safety entered into an agreement with Indiana American Water Company, Inc. ("IAWC") Such agreement allows the City to request IAWC to disconnect service to the property; and

WHEREAS, the Board of Sanitary Commissioners understands that the transfer of power and responsibility from the Board of Public Works and Safety needs to be addressed in a timely manner and as efficiently as possible.

NOW THEREFORE, be it resolved by the Board of Sanitary Commissioners of the Terre Haute Sanitary District that:

1. Effective immediately, the Board of Sanitary Commissioners assumes the power and responsibilities granted to the Board of Public Works and Safety by the City of Terre Haute under General Ordinance No. 1, 1976.
2. The Board of Sanitary Commissioners assumes the responsibility authorizing and enforcing standard operating procedures and regulations pertaining to the collection of sewer rates and charges. A duty that was formerly the responsibility of the Board of Public Works and Safety.
3. Effective Immediately, sewer use charges are due on the 21<sup>st</sup> day after the date of issuance of a sewer use invoice. There shall be a three (3) day "grace period" to allow for processing of payments due on weekends or holidays. Any payment made after the grace period is subject to a 10% penalty. Any payment received after 12:00 o'clock p.m. on the final day of the grace period is considered late. Such penalty shall only be assessed on the past cycle's delinquent amount. The delinquency penalty will not be compounded cycle to cycle.
4. The City may assess and collect a water disconnection charge against the user in an amount consistent with amount charged to the City by the water provider. Such amount shall be consistent with the terms of the policies and agreements with the water provider and may be amended from time to time.
5. The office of information technology is responsible for all operational and programmatic decisions related to the collection of sewer rates and charges. The controller's office maintains the financial reporting and auditing responsibilities related to the collection of sewer rates and charges.

**BE IT FURTHER RESOLVED BY THE BOARD OF SANITARY COMMISSIONERS OF THE TERRE HAUTE SANITARY DISTRICT THAT THIS Resolution shall be in full force and effect from after its passage by the Board of Sanitary Commissioners.**

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF SANITARY COMMISSIONERS  
SANITARY DISTRICT OF THE CITY OF TERRE  
HAUTE, INDIANA

---

President

ATTEST:

---

Recording Secretary

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF SANITARY COMMISSIONERS OF THE TERRE HAUTE SANITARY DISTRICT ACCEPTING RESPONSIBILITY AND AUTHORIZE THE CREATION OF CERTAIN STANDARD OPERATING PROCEDURES (SOPS) AND REGULATIONS PERTAINING TO THE COLLECTION OF SEWER RATES AND CHARGES

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WHEREAS, the Board of Sanitary Commissioners now finds it necessary to accept responsibility from the Board of Public Works and Safety and now authorizes the creation of certain standard operating procedures (SOPS) and Regulations pertaining to the collection of sewer rates and charges; and

WHEREAS, The Board will honor the contract made between the Board of Public Works and Safety and TPI Billing Solutions to continue to process the City of Terre Haute's sewer use invoices, charges, and fees; and

WHEREAS, sewer users will be receiving water service from various water providers, which may include, but not limited to: Indiana American Water Company, Seelyville waterworks, West Terre Haute waterworks, and Riley waterworks (hereinafter "water provider"); and

WHEREAS, I.C. Section 36-9-23-31 provides that if a sewer use fee is not paid within the time fixed by the City Council, such fee is delinquent and is therefore subject to a penalty of ten percent (10%) of the amount of the delinquent sewer fee plus a reasonable attorney fee; and

WHEREAS, pursuant to existing ~~Indiana American Water Company~~ policies, water and sewer payments were due within twenty-one (21) days of the date of the invoice. Charges not paid after the twenty-first (21<sup>st</sup>) day were deemed delinquent and subject to the 10% penalty as provided in I.C. Section 36-9-23-31; and

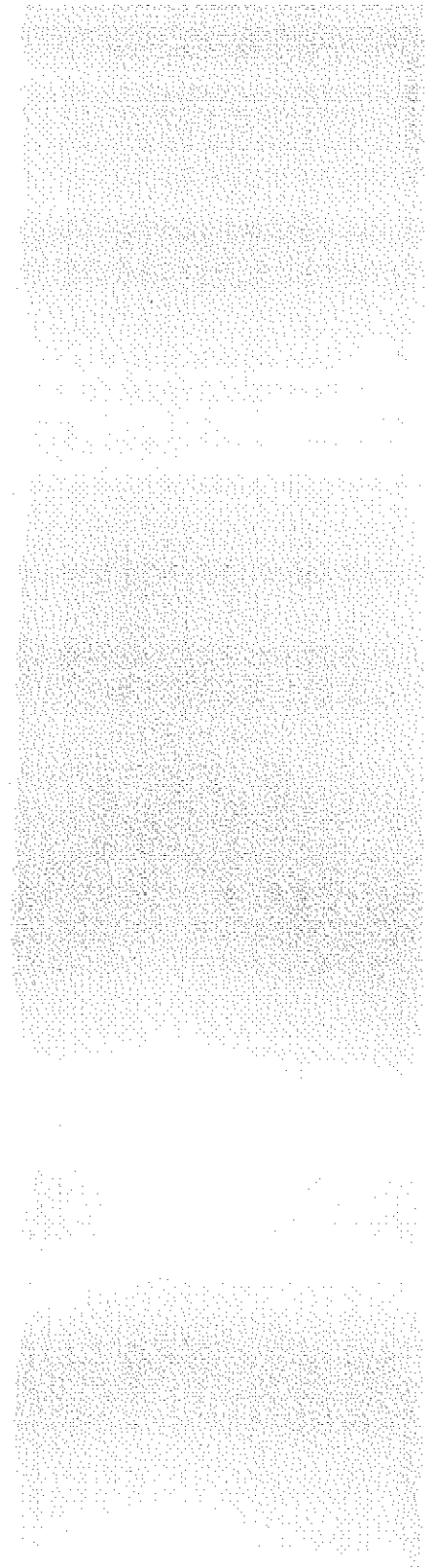
WHEREAS, on September 10, 2012, the Board of Public Works and Safety entered into an agreement with Indiana American Water Company, Inc. ("IAWC") Such agreement allows the City to request IAWC to disconnect service to the property; and

**Comment [B1]:** The payment terms of 21 days has nothing to do with IAWC policies around payment of water. This is a CoTH rule and function.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Recording Secretary



## FIBER OPTIC LEASE

This Fiber Optic Lease (this "Lease"), is hereby made as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **Joink, LLC** a Delaware limited liability company, whose address is 1362 Wabash Ave., Terre Haute, IN 47807 ("Lessor"), and **THE CITY OF TERRE HAUTE**, a Municipal Entity of the State of Indiana, whose address is 17 Harding Avenue, Room 203, Terre Haute, Indiana 47807 ("Lessee").

### WITNESSETH:

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor:

Two (2) fiber optic strands (the "Leased Fibers") of approximately ten (10) fiber miles contained in the fiber optic wires installed by Lessor as more particularly shown on Exhibit A attached hereto, with demarcation points "A" and "Z" ("Demarcation Points") listed below, and made a part hereof by reference, together with its related equipment and appurtenances owned and installed by Lessor (collectively, the "Fiber Optic System").

A: Terre Haute Police Department  
1211 Wabash Avenue, Terre Haute, IN 47807  
Lessor to extend fibers to interior Server Room

Z: City of Terre Haute Waste Water Treatment Plant  
3200 South State Road 63, Terre Haute, IN 47802  
Administration Building  
Lessor to extend fibers to interior Computer Room

2. **Term of Lease.** The one hundred twenty (120) month term (the "Term") of this pre-paid lease commences on the date upon which access to and use of the Leased Fibers is first made available to Lessee (the "Delivery Date"), which Delivery Date shall be acknowledged in writing by the parties in a form substantially similar to that set forth in Exhibit B, attached hereto and made a part hereof by reference.

3. **Rent Payment.** Lessee shall pre-pay these services at a total cost of twenty-five thousand (\$25,000) dollars in a single lump sum payment. Lessor will send to Lessee a single invoice after Delivery Date. Lessee shall pay invoice within thirty (30) days of invoice date.

4. **Lessee's Use of the Fiber Optic System.** Lessee may use the Leased Fibers for any lawful purpose and shall comply with and conform to all laws, ordinances and regulations that relate in any manner to the use or operation of the Fiber Optic System.

5. **Alterations Prohibited.** Lessee shall not have access to or make any alterations, additions or improvements to the Fiber Optic System, without the prior written consent of the



Lessor. Notwithstanding the points of Demarcation, all additions and improvements made to the Fiber Optic System, which become an integral part of Lessor's Fiber Optic System, shall belong to and become the property of the Lessor upon the expiration of the Lease. Notwithstanding the foregoing, any equipment or improvements made by Lessee on the Lessee's side of any Demarcation Point shall remain the property of Lessee.

6. **Lessor's Obligation to Repair.** (a) Lessor, at its own cost and expense, shall keep the Fiber Optic System, including the Leased Fibers, in good repair, condition and working order consistent with industry standards and shall furnish any and all material, labor and equipment required to keep the Fiber Optic System, including the Leased Fibers, in good working order and operating condition, except that Lessee shall be responsible for any repairs or replacement required as the result of any misuse or abuse of the Fiber Optic System by Lessee or as the result of any negligent act or omission of Lessee, its agents and employees, and Lessor shall cause such repairs and replacement to be made and done at Lessee's own cost and expense. Lessor shall respond promptly to any outage in the Leased Fibers, but in no event shall response of Lessor's personnel exceed four (4) hours from notification. Lessee shall be liable for any loss or damage to the Fiber Optic System caused by Lessee's negligence, intentional acts, or unauthorized maintenance and shall reimburse Lessor for the same. ~~If, on responding to a Lessee initiated service call, Lessor shall reasonably determine that the cause of the service deficiency was a failure, malfunction or inadequacy of facilities or equipment other the Lessor's facilities, Lessee shall compensate Lessor for actual time and materials expended during the service call and for any work performed by Lessor on non Lessor facilities.~~ Lessor is responsible, at all times, for locating its plant in accordance with Indiana one-call 811 (IC 8-1-26-18) law. **See additional language that replaces the struck language below.**

(b) Lessor shall give Lessee at least ten (10) days notice of any scheduled maintenance operations and shall use reasonable diligence to provide advance notice of any emergency maintenance or repair that is likely to interrupt transmissions on the Leased Fibers. Lessor shall attempt, where practicable, to coordinate scheduled maintenance at times that will minimize interference with the business of Lessee and its customers.

7. **Risk of Loss; Insurance.** Lessor shall bear the risk of loss and damage to the Fiber Optic System resulting from any casualty beyond the control of the parties; however, Lessee shall bear the risk of loss and damage to the Fiber Optic System resulting from any misuse or abuse of the Fiber Optic System by Lessee or any negligent act or omission of Lessee, its agents and employees. No loss or damage to the Fiber Optic System or any part thereof shall impair or lessen either party's obligations under this Lease, which shall continue in full force and effect. Lessor shall keep the Fiber Optic System insured against casualties to the extent Lessor deems reasonably necessary.

8. **Liens and Taxes.** Lessee shall keep the Fiber Optic System free and clear of all levies, liens and encumbrances arising out of Lessee's lease and use of the Leased Fibers. Lessor shall pay all business personal property taxes assessed against the Fiber Optic System. Lessee shall pay any federal universal service fees or similar taxes to the extent that the Lessor is required to collect or pay them, and all sales or use taxes payable with respect to this Lease.

9. **No Warranties.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LESSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE FIBER OPTIC SYSTEM, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

10. **Indemnity.** Each party shall indemnify, defend and hold the other Party harmless from and against any and all claims, actions, suits, liabilities, damages, judgments, fines, penalties, proceedings, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of, connected with, or resulting from the indemnifying party's use or operation of the Fiber Optic System, including, without limitation claims for bodily injury to or death of any person (including the indemnifying party's employees) and property damage.

11. **Attorney Fees.** A non-prevailing party shall pay the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in successfully exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions or provisions hereof.

12. **Prohibition Upon Assignment.** Lessee shall not (a) assign, transfer, pledge, hypothecate or grant a security interest in this Lease, the Fiber Optic System, or any part thereof, including without limitation the Leased Fibers, or any part thereof, or any interest therein nor (b) sublet or lend the Leased Fibers or any part thereof, or permit the Leased Fibers or any part thereof to be used by anyone other than Lessee.

Subject always to the foregoing, this Lease inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

13. **Ownership.** The Fiber Optic System, or any part thereof, including without limitation the Leased Fibers, shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

14. **Non-waiver.** No covenant or condition of this Lease can be waived except by the written consent of the Lessor and the Lessee. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other party to which the same may apply, and, until complete performance by such party of said covenants or conditions, the non-defaulting party shall be entitled to invoke any remedy available to such non-defaulting party under this Lease or by law or in equity despite said forbearance or indulgence.

15. **Entire Agreement.** This Lease constitutes the entire agreement between Lessor and Lessee with respect to the lease of the Leased Fibers and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

16. **Notices.** Service of all notices under this Lease shall be sufficient if given personally or mailed to the party involved at its respective address hereinbefore set forth, or at

such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

17. **Titles; Governing Law.** The titles to the paragraphs of this Lease are solely for the convenience of the parties, and are not an aid in the interpretation of the document. This Lease shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LESSOR

By: \_\_\_\_\_

Joshua J Zuerner  
President, CEO

Date: \_\_\_\_\_

LESSEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

**"If upon arriving on site, and testing from Lessor's patch panel at demarcation point A to Lessor's patch panel at demarcation point Z, the fibers test within 10% of the original release specifications of light loss level and at the same distance as originally released, Lessee agrees to pay Lessor a trip charge of \$250.00. If Lessee requests additional support from Lessor, such as assisting with replacing patch cables, SFPs, or electronics, Lessor will only perform such services upon written purchase order from Lessee. Lessee shall not be responsible for any charges beyond the trip charge unless it has issued a written purchase order."**

**Exhibit "A"**

**LEASED FIBERS**

A: 1211 Wabash Avenue, Terre Haute, IN 47807  
Z: 3200 South State Road 63, Terre Haute, IN 47802



**Exhibit "B"**

**DELIVERY DATE**

Delivery of the Leased Fibers to Lessee by Lessor occurred on \_\_\_\_\_.

A: 1211 Wabash Avenue, Terre Haute, IN 47807

Z: 3200 South State Road 63, Terre Haute, IN 47802

**End to End Loss Testing @ 1550 nm:**

*Fiber 1* \_\_\_\_\_ *dB*

**Total OTDR Footage:**

*Fiber 1* \_\_\_\_\_ *feet*

**End to End Loss Testing @ 1550 nm:**

*Fiber 2* \_\_\_\_\_ *dB*

**Total OTDR Footage:**

*Fiber 2* \_\_\_\_\_ *feet*

**OTDR Report (A -> Z) Attached:** YES

Lessor

Lessee

\_\_\_\_\_  
Name: Josh J Zuerner

\_\_\_\_\_  
Name:

Title: President & CEO

Title:

Date: May 18, 2017

Date:

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF SANITARY COMMISSIONERS OF THE TERRE HAUTE SANITARY DISTRICT ACCEPTING RESPONSIBILITY AND AUTHORIZE THE CREATION OF CERTAIN STANDARD OPERATING PROCEDURES (SOPS) AND REGULATIONS PERTAINING TO THE COLLECTION OF SEWER RATES AND CHARGES

WHEREAS, the Board of Sanitary Commissioners (the "Board") of the Terre Haute Sanitary District (the "Sanitary District") is authorized to pass resolutions, among other things pursuant to Indiana Code 36-9-25, as amended; and

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WHEREAS, The Board will honor the contract made between the Board of Public Works and Safety and TPI Billing Solutions to continue to process the City of Terre Haute's sewer use invoices, charges, and fees; and

WHEREAS, sewer users will be receiving water service from various water providers, which may include, but not limited to: Indiana American Water Company, Seelyville waterworks, West Terre Haute waterworks, and Riley waterworks (hereinafter "water provider"); and

WHEREAS, I.C. Section 36-9-23-31 provides that if a sewer use fee is not paid within the time fixed by the City Council, such fee is delinquent and is therefore subject to a penalty of ten percent (10%) of the amount of the delinquent sewer fee plus a reasonable attorney fee; and

WHEREAS, pursuant to existing Indiana American Water Company policies, water and sewer payments were due within twenty-one (21) days of the date of the invoice. Charges not paid after the twenty-first (21<sup>st</sup>) day were deemed delinquent and subject to the 10% penalty as provided in I>C. Section 36-9-23-31; and

WHEREAS, on September 10, 2012, the Board of Public Works and Safety entered into an agreement with Indiana American Water Company, Inc. ("IAWC") Such agreement allows the City to request IAWC to disconnect service to the property; and

WHEREAS, the Board of Sanitary Commissioners understands that the transfer of power and responsibility from the Board of Public Works and Safety needs to be addressed in a timely manner and as efficiently as possible.

NOW THEREFORE, be it resolved by the Board of Sanitary Commissioners of the Terre Haute Sanitary District that:

1. Effective immediately, the Board of Sanitary Commissioners assumes the power and responsibilities granted to the Board of Public Works and Safety by the City of Terre Haute under General Ordinance No. 1, 1976.
2. The Board of Sanitary Commissioners assumes the responsibility authorizing and enforcing standard operating procedures and regulations pertaining to the collection of sewer rates and charges. A duty that was formerly the responsibility of the Board of Public Works and Safety.
3. Effective Immediately, sewer use charges are due on the 21<sup>st</sup> day after the date of issuance of a sewer use invoice. There shall be a three (3) day "grace period" to allow for processing of payments due on weekends or holidays. Any payment made after the grace period is subject to a 10% penalty. Any payment received after 12:00 o'clock p.m. on the final day of the grace period is considered late. Such penalty shall only be assessed on the past cycle's delinquent amount. The delinquency penalty will not be compounded cycle to cycle.
4. The City may assess and collect a water disconnection charge against the user in an amount consistent with amount charged to the City by the water provider. Such amount shall be consistent with the terms of the policies and agreements with the water provider and may be amended from time to time.
5. The office of information technology is responsible for all operational and programmatic decisions related to the collection of sewer rates and charges. The controller's office maintains the financial reporting and auditing responsibilities related to the collection of sewer rates and charges.

**BE IT FURTHER RESOLVED BY THE BOARD OF SANITARY COMMISSIONERS OF THE TERRE HAUTE SANITARY DISTRICT THAT THIS Resolution shall be in full force and effect from after its passage by the Board of Sanitary Commissioners.**

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF SANITARY COMMISSIONERS  
SANITARY DISTRICT OF THE CITY OF TERRE  
HAUTE, INDIANA

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President

ATTEST:

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Recording Secretary



RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF SANITARY COMMISSIONERS OF THE TERRE HAUTE SANITARY DISTRICT ACCEPTING RESPONSIBILITY AND AUTHORIZE THE CREATION OF CERTAIN STANDARD OPERATING PROCEDURES (SOPS) AND REGULATIONS PERTAINING TO THE COLLECTION OF SEWER RATES AND CHARGES

WHEREAS, the Board of Sanitary Commissioners (the "Board") of the Terre Haute Sanitary District (the "Sanitary District") is authorized to pass resolutions, among other things pursuant to Indiana Code 36-9-25, as amended; and

WHEREAS, by General Ordinance No. 1, 1976, the Common Council for the City of Terre Haute empowered the Board of Public Works and Safety to "make and enforce such by-laws and regulations" as it deems necessary for the operation of the sewer system, including the regulation, collection, rebate and refunding of rates and charges; and

WHEREAS, the Board of Sanitary Commissioners now finds it necessary to accept responsibility from the Board of Public Works and Safety and now authorizes the creation of certain standard operating procedures (SOPS) and Regulations pertaining to the collection of sewer rates and charges; and

WHEREAS, The Board will honor the contract made between the Board of Public Works and Safety and TPI Billing Solutions to continue to process the City of Terre Haute's sewer use invoices, charges, and fees; and

WHEREAS, sewer users will be receiving water service from various water providers, which may include, but not limited to: Indiana American Water Company, Seelyville waterworks, West Terre Haute waterworks, and Riley waterworks (hereinafter "water provider"); and

WHEREAS, I.C. Section 36-9-23-31 provides that if a sewer use fee is not paid within the time fixed by the City Council, such fee is delinquent and is therefore subject to a penalty of ten percent (10%) of the amount of the delinquent sewer fee plus a reasonable attorney fee; and

WHEREAS, pursuant to existing ~~Indiana American Water Company~~ policies, water and sewer payments were due within twenty-one (21) days of the date of the invoice. Charges not paid after the twenty-first (21<sup>st</sup>) day were deemed delinquent and subject to the 10% penalty as provided in I.C. Section 36-9-23-31; and

**Comment [B1]:** The payment terms of 21 days has nothing to do with IAW policies around payment of water. This is a CoTH rule and function.

WHEREAS, on September 10, 2012, the Board of Public Works and Safety entered into an agreement with Indiana American Water Company, Inc. ("IAWC") Such agreement allows the City to request IAWC to disconnect service to the property; and

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President

ATTEST:

---

Recording Secretary

## FIBER OPTIC LEASE

This Fiber Optic Lease (this "Lease"), is hereby made as of this 6<sup>TH</sup> day of 2017, 2017, by and between **Joink, LLC** a Delaware limited liability company, whose address is 1362 Wabash Ave., Terre Haute, IN 47807 ("Lessor"), and **THE CITY OF TERRE HAUTE**, a Municipal Entity of the State of Indiana, whose address is 17 Harding Avenue, Room 203, Terre Haute, Indiana 47807 ("Lessee").

### WITNESSETH:

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor:

Two (2) fiber optic strands (the "Leased Fibers") of approximately ten (10) fiber miles contained in the fiber optic wires installed by Lessor as more particularly shown on Exhibit A attached hereto, with demarcation points "A" and "Z" ("Demarcation Points") listed below, and made a part hereof by reference, together with its related equipment and appurtenances owned and installed by Lessor (collectively, the "Fiber Optic System").

A: Terre Haute Police Department  
1211 Wabash Avenue, Terre Haute, IN 47807  
Lessor to extend fibers to interior Server Room

Z: City of Terre Haute Waste Water Treatment Plant  
3200 South State Road 63, Terre Haute, IN 47802  
Administration Building  
Lessor to extend fibers to interior Computer Room

2. **Term of Lease.** The one hundred twenty (120) month term (the "Term") of this pre-paid lease commences on the date upon which access to and use of the Leased Fibers is first made available to Lessee (the "Delivery Date"), which Delivery Date shall be acknowledged in writing by the parties in a form substantially similar to that set forth in Exhibit B, attached hereto and made a part hereof by reference.

3. **Rent Payment.** Lessee shall pre-pay these services at a total cost of twenty-five thousand (\$25,000) dollars in a single lump sum payment. Lessor will send to Lessee a single invoice after Delivery Date. Lessee shall pay invoice within thirty (30) days of invoice date.

4. **Lessee's Use of the Fiber Optic System.** Lessee may use the Leased Fibers for any lawful purpose and shall comply with and conform to all laws, ordinances and regulations that relate in any manner to the use or operation of the Fiber Optic System.

5. **Alterations Prohibited.** Lessee shall not have access to or make any alterations, additions or improvements to the Fiber Optic System, without the prior written consent of the

Lessor. Notwithstanding the points of Demarcation, all additions and improvements made to the Fiber Optic System, which become an integral part of Lessor's Fiber Optic System, shall belong to and become the property of the Lessor upon the expiration of the Lease. Notwithstanding the foregoing, any equipment or improvements made by Lessee on the Lessee's side of any Demarcation Point shall remain the property of Lessee.

6. **Lessor's Obligation to Repair.** (a) Lessor, at its own cost and expense, shall keep the Fiber Optic System, including the Leased Fibers, in good repair, condition and working order consistent with industry standards and shall furnish any and all material, labor and equipment required to keep the Fiber Optic System, including the Leased Fibers, in good working order and operating condition, except that Lessee shall be responsible for any repairs or replacement required as the result of any misuse or abuse of the Fiber Optic System by Lessee or as the result of any negligent act or omission of Lessee, its agents and employees, and Lessor shall cause such repairs and replacement to be made and done at Lessee's own cost and expense. Lessor shall respond promptly to any outage in the Leased Fibers, but in no event shall response of Lessor's personnel exceed four (4) hours from notification. Lessee shall be liable for any loss or damage to the Fiber Optic System caused by Lessee's negligence, intentional acts, or unauthorized maintenance and shall reimburse Lessor for the same. ~~If, on responding to a Lessee initiated service call, Lessor shall reasonably determine that the cause of the service deficiency was a failure, malfunction or inadequacy of facilities or equipment other than the Lessor's facilities, Lessee shall compensate Lessor for actual time and materials expended during the service call and for any work performed by Lessor on non-Lessor facilities.~~ Lessor is responsible, at all times, for locating its plant in accordance with Indiana one-call 811 (IC 8-1-26-18) law. **See additional language that replaces the struck language below.**

(b) Lessor shall give Lessee at least ten (10) days notice of any scheduled maintenance operations and shall use reasonable diligence to provide advance notice of any emergency maintenance or repair that is likely to interrupt transmissions on the Leased Fibers. Lessor shall attempt, where practicable, to coordinate scheduled maintenance at times that will minimize interference with the business of Lessee and its customers.

7. **Risk of Loss; Insurance.** Lessor shall bear the risk of loss and damage to the Fiber Optic System resulting from any casualty beyond the control of the parties; however, Lessee shall bear the risk of loss and damage to the Fiber Optic System resulting from any misuse or abuse of the Fiber Optic System by Lessee or any negligent act or omission of Lessee, its agents and employees. No loss or damage to the Fiber Optic System or any part thereof shall impair or lessen either party's obligations under this Lease, which shall continue in full force and effect. Lessor shall keep the Fiber Optic System insured against casualties to the extent Lessor deems reasonably necessary.

8. **Liens and Taxes.** Lessee shall keep the Fiber Optic System free and clear of all levies, liens and encumbrances arising out of Lessee's lease and use of the Leased Fibers. Lessor shall pay all business personal property taxes assessed against the Fiber Optic System. Lessee shall pay any federal universal service fees or similar taxes to the extent that the Lessor is required to collect or pay them, and all sales or use taxes payable with respect to this Lease.

9. **No Warranties.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LESSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE FIBER OPTIC SYSTEM, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

10. **Indemnity.** Each party shall indemnify, defend and hold the other Party harmless from and against any and all claims, actions, suits, liabilities, damages, judgments, fines, penalties, proceedings, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of, connected with, or resulting from the indemnifying party's use or operation of the Fiber Optic System, including, without limitation claims for bodily injury to or death of any person (including the indemnifying party's employees) and property damage.

11. **Attorney Fees.** A non-prevailing party shall pay the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in successfully exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions or provisions hereof.

12. **Prohibition Upon Assignment.** Lessee shall not (a) assign, transfer, pledge, hypothecate or grant a security interest in this Lease, the Fiber Optic System, or any part thereof, including without limitation the Leased Fibers, or any part thereof, or any interest therein nor (b) sublet or lend the Leased Fibers or any part thereof, or permit the Leased Fibers or any part thereof to be used by anyone other than Lessee.

Subject always to the foregoing, this Lease inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

13. **Ownership.** The Fiber Optic System, or any part thereof, including without limitation the Leased Fibers, shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

14. **Non-waiver.** No covenant or condition of this Lease can be waived except by the written consent of the Lessor and the Lessee. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other party to which the same may apply, and, until complete performance by such party of said covenants or conditions, the non-defaulting party shall be entitled to invoke any remedy available to such non-defaulting party under this Lease or by law or in equity despite said forbearance or indulgence.

15. **Entire Agreement.** This Lease constitutes the entire agreement between Lessor and Lessee with respect to the lease of the Leased Fibers and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

16. **Notices.** Service of all notices under this Lease shall be sufficient if given personally or mailed to the party involved at its respective address hereinbefore set forth, or at

such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

17. **Titles; Governing Law.** The titles to the paragraphs of this Lease are solely for the convenience of the parties, and are not an aid in the interpretation of the document. This Lease shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

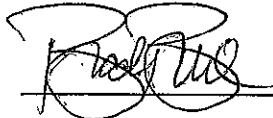
LESSOR

By: \_\_\_\_\_

Joshua J-Zuerner  
President, CEO

Date: \_\_\_\_\_

LESSEE

By:  \_\_\_\_\_

Name: Brad Bush

Title: Sanitary Board President

Date: 6/6/17

  
\_\_\_\_\_  
Initials

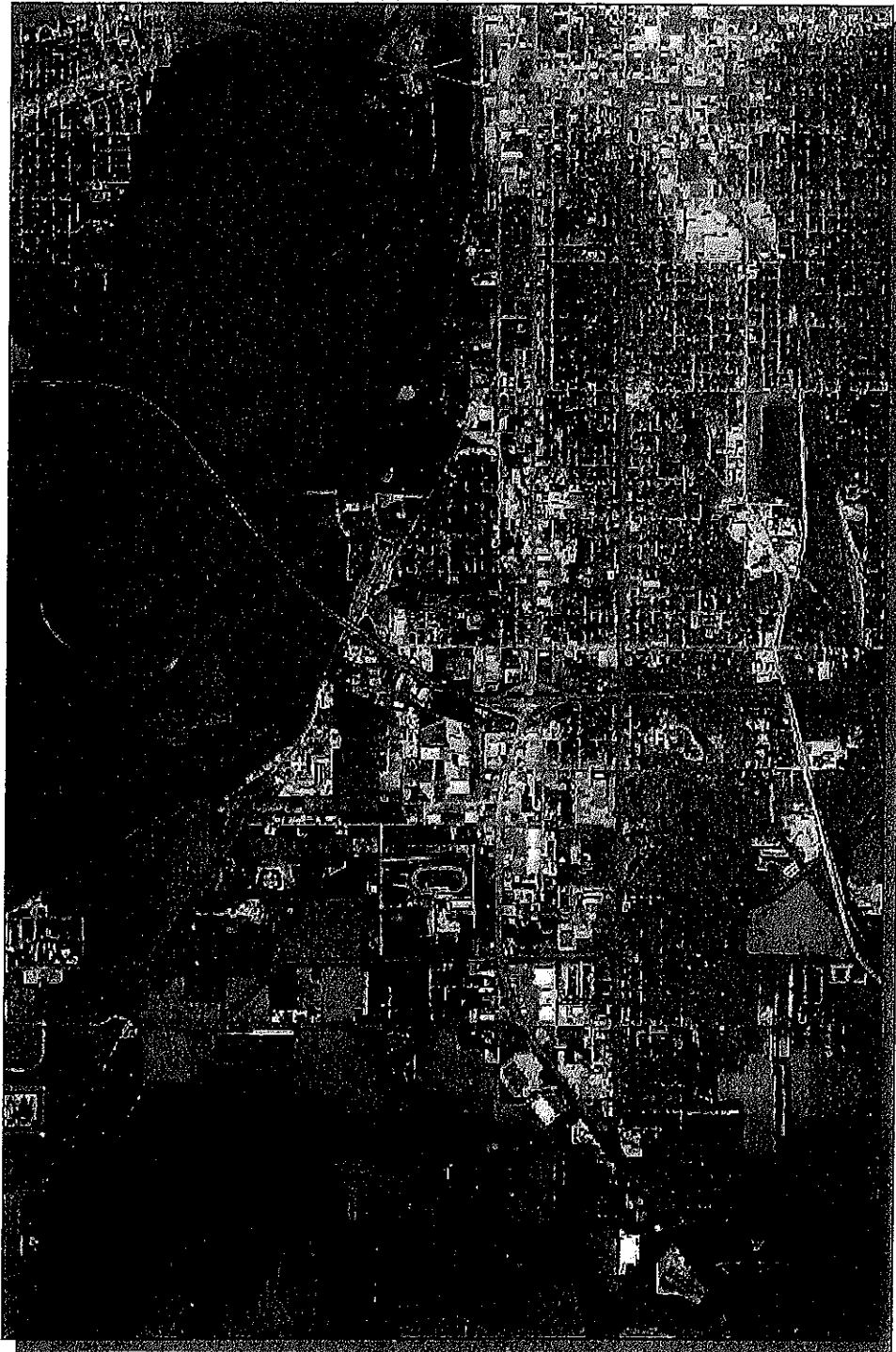
\_\_\_\_\_  
Initials

"if upon arriving on site, and testing from Lessor's patch panel at demarcation point A to Lessor's patch panel at demarcation point Z, the fibers test within 10% of the original release specifications of light loss level and at the same distance as originally released, Lessee agrees to pay Lessor a trip charge of \$250.00. If Lessee requests additional support from Lessor, such as assisting with replacing patch cables, SFPs, or electronics, Lessor will only perform such services upon written purchase order from Lessee. Lessee shall not be responsible for any charges beyond the trip charge unless it has issued a written purchase order."

Exhibit "A"

LEASED FIBERS

- A: 1211 Wabash Avenue, Terre Haute, IN 47807
- Z: 3200 South State Road 63, Terre Haute, IN 47802



**Exhibit "B"**

**DELIVERY DATE**

Delivery of the Leased Fibers to Lessee by Lessor occurred on \_\_\_\_\_.

A: 1211 Wabash Avenue, Terre Haute, IN 47807

Z: 3200 South State Road 63, Terre Haute, IN 47802

**End to End Loss Testing @ 1550 nm:**

*Fiber 1* \_\_\_\_\_ dB

**Total OTDR Footage:**

*Fiber 1* \_\_\_\_\_ feet

**End to End Loss Testing @ 1550 nm:**

*Fiber 2* \_\_\_\_\_ dB

**Total OTDR Footage:**

*Fiber 2* \_\_\_\_\_ feet

**OTDR Report (A -> Z) Attached:** YES

Lessor

Lessee

\_\_\_\_\_  
Name: Josh J Zuerner

\_\_\_\_\_  
Name:

Title: President & CEO

Title:

Date: May 18, 2017

Date:



IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 at Terre Haute, Indiana, on this 6TH day of 2017, 2017.

CONSULTANT:

HNTB Indiana, Inc.

By: Christopher B. Gale  
Christopher B. Gale, Vice President

CLIENT:

City of Terre Haute,  
Board of Sanitary Commissioners

By: Brad Bush  
Brad Bush, President  
on Behalf of the Board of Sanitary  
Commissioners

CONSULTANT'S ADDRESS:

111 Monument Circle, Suite 1200  
Indianapolis, Indiana 46204

CLIENT'S ADDRESS:

Board of Sanitary Commissioners  
17 Harding Avenue  
Terre Haute, Indiana 47807