

**BOARD OF SANITARY COMMISSIONERS
REGULAR MEETING
10:00 a.m. August 1st, 2017
Third Floor City Hall**

AGENDA

**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

1. Call to Order
2. Roll Call
3. Public Comments
4. Approve Minutes
5. Approve Claims
6. Moser Consulting Agreement
7. Declaratory Resolution
8. WWTP Operations
9. Other
10. Adjournment

**Minutes of a Public Hearing and Regular Meeting of the
Board of Sanitary Commissioners
Terre Haute, IN
July 18, 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 18th day of July 2017, at 10:00 a.m. Those present were Chuck Ennis, Larry Auler, Tim Adams, Brad Bush, and Jim Winning for the Board of Sanitary Commissioners. Terry Modesitt was also present. .

The meeting was called to order by President Brad Bush.

PUBLIC HEARING

The public hearing was called to order. All Board members were present. There were no public comments. The Public Hearing was adjourned.

REGULAR MEETING

The Regular Meeting of the Board of Sanitary Commissioners was called to order.

PUBLIC COMMENTS

There were no public comments.

APPROVE MINUTES

The minutes from the June 18th, 2017 meeting were presented to the Board.

On motion of Tim Adams, seconded by Chuck Ennis, and unanimously approved, it was resolved that the minutes from the June 18th, 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 Jim Winning, seconded by Larry Auler, and unanimously approved that claims be approved as presented.

SRF LOAN PROGRAM PER ACCEPTANCE RESOLUTION

Chuck Ennis informed the Board that this is the first step in what SRF needs in approving bond money for Sanitary District. This resolution gives formal approval to submit the PER to the SRF.

On motion of Jim Winning, seconded by Tim Adams, and unanimously approved it was resolved that SRF Loan Program PER Acceptance Resolution be approved.

SRF LOAN PROGRAM SIGNATORY AUTHORIZATION RESOLUTION

Chuck Ennis informed the Board that this is a resolution asking the SRF to proceed with the next step in bonding. It notifies the SRF that we are going to be asking for money.

On motion of Tim Adams, seconded by Chuck Ennis, and unanimously approved, it was resolved that SRF Loan Program Signatory Authorization Resolution be approved.

PROPOSED TIMETABLE FOR 2018 BUDGET PROCESS

Chuck Ennis presented the Board with a timetable for the 2018 budget process.

OTHER

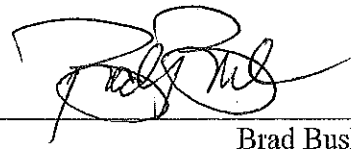
City Leak Adjustment Ordinance - City Attorney Eddie Felling informed the Board that the City Council has an ordinance before them that they are going to be considering in August regarding sewer leak adjustment process. This will address the 2nd month a leak occurs.

Collection Agreement - Terry Modesitt informed the Board that Sacopulos couldn't make it to the meeting. Chuck Ennis said that he talked to Mark Thompson who had inquired about what they are doing in Muncie. They don't collect on anything under \$75, over \$100 they start the process and they go back one year. The agreement was discussed.

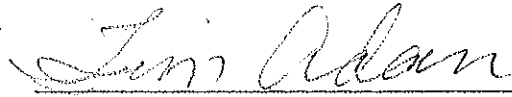
ADJOURNMENT

The next regular meeting of the Sanitary Board will be held on August 1, 2017 at 10:00 a.m. in the Mayor's Conference Room, 3rd Floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana.

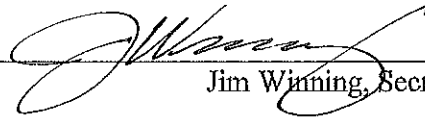
APPROVED on the _____ day of _____, 2017.



Brad Bush, President



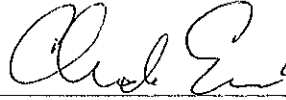
Tim Adams, Vice President



Jim Winning, Secretary



Larry Auler, Member



Chuck Ennis, Member

Run date: 07/31/2017 @ 09:47
Bus date: 07/31/2017

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

CS55588.L02 Page 1

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	BLANN & SON, LLC A0620-0000-00-202.010	212692	3729					40,453.99CR
EN	BLANN & SON, LLC A0620-0061-03-437.050	212692	3729					40,453.99

Batch 155588 posted on 07/31/17 by 1057 for business date 07/31/17

Fey
Proctor
Chase E.
J. W. ...
Jim Adams

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	212593	11331					181.45CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	212593	11331					181.45
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	212594	11331					112.31CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	212594	11331					112.31
EN	IN AMERICAN WATER COMPANY A0620-0000-00-202.010	212595	11331					1,007.79CR
EN	IN AMERICAN WATER COMPANY A0620-0061-03-436.030	212595	11331					1,007.79
EN	SAM'S CLUB A0620-0000-00-202.010	212596	12662					270.44CR
EN	SAM'S CLUB A0620-0061-02-422.005	212596	12662					270.44
EN	STAPLES CREDIT PLAN A0620-0000-00-202.010	212597	13045					76.22CR
EN	STAPLES CREDIT PLAN A0620-0061-02-421.010	212597	13045					76.22
EN	VISA - FFB, N.A. A0620-0000-00-202.010	212598	829					3,087.40CR
EN	VISA - FFB, N.A. A0620-0061-01-414.020	212598	829					594.19
EN	VISA - FFB, N.A. A0620-0061-02-422.005	212598	829					596.47
EN	VISA - FFB, N.A. A0620-0061-02-423.015	212598	829					718.90
EN	VISA - FFB, N.A. A0620-0061-03-432.010	212598	829					10.69
EN	VISA - FFB, N.A. A0620-0061-03-432.020	212598	829					388.00
EN	VISA - FFB, N.A. A0620-0061-04-444.180	212598	829					779.15

*Paid
7/28/17*

Memo

Batch 155440 posted on 07/27/17 by 27 for business date 07/27/17

Jay Amick
[Signature]
[Signature]
Jim Amick
[Signature]

Run date: 07/27/2017 @ 09:13
Bus date: 07/27/2017

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

CS55440.L02 Page 2

Jnl	Period	Account	Description	Debit	Credit	Balance
EN		Encumbrance Journal				
	07 2017	A0620-0000-00-202.010	ACCOUNTS PAYABLE		4,735.61	
	07 2017	A0620-0061-01-414.020	PROTECTIVE CLOTHING	594.19		
	07 2017	A0620-0061-02-421.010	OFFICE SUPPLIES	76.22		
	07 2017	A0620-0061-02-422.005	OPERATING SUPPLIES	866.91		
	07 2017	A0620-0061-02-423.015	REPAIR SUPPLIES	718.90		
	07 2017	A0620-0061-03-432.010	SERVICES CONTRACTUAL	10.69		
	07 2017	A0620-0061-03-432.020	INSTRUCTION	388.00		
	07 2017	A0620-0061-03-436.030	WATER UTILITY	1,301.55		
	07 2017	A0620-0061-04-444.180	PURCHASE OF SAFETY EQUIPMENT	779.15		
		Total for Financial System		4,735.61	4,735.61	.00

Batch 155440 posted on 07/27/17 by 27 for business date 07/27/17

Jnl	Description / Adnl 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	212626	15					10,345.00CR
EN	AMERICAN WATER CAPITAL CORP. A0620-0061-03-432.010	212626	15					10,345.00
EN	BC HEAVY TRUCK & ELECTRIC, INC A0620-0000-00-202.010	212627	4768					217.44CR
EN	BC HEAVY TRUCK & ELECTRIC, INC A0620-0061-02-423.015	212627	4768					206.34
EN	BC HEAVY TRUCK & ELECTRIC, INC A0620-0061-03-433.040	212627	4768					11.10
EN	BC HEAVY TRUCK & ELECTRIC, INC A0620-0000-00-202.010	212628	4768					1,137.48CR
EN	BC HEAVY TRUCK & ELECTRIC, INC A0620-0061-02-423.015	212628	4768					1,137.48
EN	COLDWELL & COMPANY, INC A0620-0000-00-202.010	212629	10598					783.22CR
EN	COLDWELL & COMPANY, INC A0620-0061-02-423.015	212629	10598					783.22
EN	COMMONWEALTH BIOMONITORING, IN A0620-0000-00-202.010	212630	10616					2,000.00CR
EN	COMMONWEALTH BIOMONITORING, IN A0620-0061-03-432.071	212630	10616					2,000.00
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0000-00-202.010	212631	10625					335.76CR
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0061-02-422.005	212631	10625					71.90
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0061-03-437.010	212631	10625					53.34
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0061-04-444.010	212631	10625					210.52
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0000-00-202.010	212632	10625					402.41CR
EN	COMPLETE OUTDOOR EQUIP. CO., I A0620-0061-02-423.015	212632	10625					402.41
EN	CONTROLWORX LLC. A0620-0000-00-202.010	212633	5001					28,400.00CR
EN	CONTROLWORX LLC. A0620-0061-03-432.010	212633	5001					28,400.00
EN	E Z CLEAN, CORP. A0620-0000-00-202.010	212634	10920					121.46CR
EN	E Z CLEAN, CORP. A0620-0061-02-422.005	212634	10920					121.46
EN	HACH COMPANY A0620-0000-00-202.010	212635	11163					1,576.92CR
EN	HACH COMPANY A0620-0061-02-422.160	212635	11163					1,510.53
EN	HACH COMPANY A0620-0061-03-433.040	212635	11163					66.39
EN	HANNUM, WAGLE & CLINE ENGINEER A0620-0000-00-202.010	212636	11173					1,828.25CR
EN	HANNUM, WAGLE & CLINE ENGINEER A0620-0061-03-432.010	212636	11173					1,828.25
EN	IDEXX LABORATORIES, INC. A0620-0000-00-202.010	212637	2145					134.39CR

Jay Allen
Frank [unclear]
Chole [unclear]
[unclear]
Jim Adams

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	212637	2145					134.39
EN	JONES FABRICATION & MACHINING, A0620-0000-00-202.010	212638	4211					4,170.00CR
EN	JONES FABRICATION & MACHINING, A0620-0061-04-444.010	212638	4211					4,170.00
EN	KATHLEEN CAULKINS A0620-0000-00-202.010	212639	5698					12.30CR
EN	KATHLEEN CAULKINS A0620-0061-00-347.090	212639	5698					12.30
EN	KIMBALL MIDWEST, INC. A0620-0000-00-202.010	212640	11637					1,237.19CR
EN	KIMBALL MIDWEST, INC. A0620-0061-02-422.005	212640	11637					442.58
EN	KIMBALL MIDWEST, INC. A0620-0061-02-423.015	212640	11637					621.44
EN	KIMBALL MIDWEST, INC. A0620-0061-04-444.010	212640	11637					173.17
EN	KIRBY RISK SUPPLY, INC. A0620-0000-00-202.010	212641	11645					52.03CR
EN	KIRBY RISK SUPPLY, INC. A0620-0061-02-422.005	212641	11645					28.59
EN	KIRBY RISK SUPPLY, INC. A0620-0061-02-423.015	212641	11645					3.03
EN	KIRBY RISK SUPPLY, INC. A0620-0061-04-444.010	212641	11645					20.41
EN	LAWSON PRODUCTS, INC. A0620-0000-00-202.010	212642	11703					859.82CR
EN	LAWSON PRODUCTS, INC. A0620-0061-02-422.005	212642	11703					374.64
EN	LAWSON PRODUCTS, INC. A0620-0061-02-423.015	212642	11703					403.14
EN	LAWSON PRODUCTS, INC. A0620-0061-03-433.040	212642	11703					58.87
EN	LAWSON PRODUCTS, INC. A0620-0061-04-444.010	212642	11703					23.17
EN	MAPLE SYSTEM & SUPPLY, INC. A0620-0000-00-202.010	212643	11772					1,421.20CR
EN	MAPLE SYSTEM & SUPPLY, INC. A0620-0061-04-444.010	212643	11772					1,421.20
EN	MATCO TOOLS A0620-0000-00-202.010	212644	11788					189.90CR
EN	MATCO TOOLS A0620-0061-04-444.010	212644	11788					189.90
EN	MCCORD TIRE SERVICE, INC. A0620-0000-00-202.010	212645	11802					222.28CR
EN	MCCORD TIRE SERVICE, INC. A0620-0061-02-423.015	212645	11802					222.28
EN	MCCOY & MCCOY LABORATORIES, IN A0620-0000-00-202.010	212646	1784					56.50CR
EN	MCCOY & MCCOY LABORATORIES, IN A0620-0061-03-432.071	212646	1784					56.50
EN	MENARDS, INC. A0620-0000-00-202.010	212647	11829					178.18CR

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	MENARDS, INC. A0620-0061-02-422.005	212647	11829					26.34
EN	MENARDS, INC. A0620-0061-02-423.015	212647	11829					12.01
EN	MENARDS, INC. A0620-0061-04-444.010	212647	11829					139.83
EN	MENKE'S TRAILER SALES A0620-0000-00-202.010	212648	11830					284.00CR
EN	MENKE'S TRAILER SALES A0620-0061-02-423.015	212648	11830					284.00
EN	N.C.L. OF WISCONSIN, INC. A0620-0000-00-202.010	212649	12034					276.51CR
EN	N.C.L. OF WISCONSIN, INC. A0620-0061-02-422.160	212649	12034					250.90
EN	N.C.L. OF WISCONSIN, INC. A0620-0061-03-433.040	212649	12034					25.61
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0000-00-202.010	212650	12047					2,096.13CR
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-422.005	212650	12047					19.25
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-423.015	212650	12047					2,076.88
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0000-00-202.010	212651	12047					2,425.50CR
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-422.005	212651	12047					91.00
EN	N.E.W. INTERSTATE CONCRETE, IN A0620-0061-02-423.015	212651	12047					2,334.50
EN	NSI LAB SOLUTIONS, INC. A0620-0000-00-202.010	212652	1599					469.00CR
EN	NSI LAB SOLUTIONS, INC. A0620-0061-02-422.160	212652	1599					379.00
EN	NSI LAB SOLUTIONS, INC. A0620-0061-03-433.040	212652	1599					90.00
EN	ONE SOURCE EQUIPMENT RENTALS, A0620-0000-00-202.010	212653	2523					396.75CR
EN	ONE SOURCE EQUIPMENT RENTALS, A0620-0061-03-438.010	212653	2523					396.75
EN	O'REILLY AUTO PARTS, INC. A0620-0000-00-202.010	212654	2737					428.12CR
EN	O'REILLY AUTO PARTS, INC. A0620-0061-02-423.015	212654	2737					428.12
EN	PAGE ANALYTICAL SERVICES, INC. A0620-0000-00-202.010	212655	4537					243.00CR
EN	PAGE ANALYTICAL SERVICES, INC. A0620-0061-03-432.071	212655	4537					243.00
EN	PRAXAIR DISTRIBUTION, INC. A0620-0000-00-202.010	212656	12279					148.95CR
EN	PRAXAIR DISTRIBUTION, INC. A0620-0061-03-432.010	212656	12279					67.55
EN	PRAXAIR DISTRIBUTION, INC. A0620-0061-03-433.040	212656	12279					7.90
EN	PRAXAIR DISTRIBUTION, INC. A0620-0061-04-444.010	212656	12279					73.50

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	212657	12355					1,317.35CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	212657	12355					1,317.35
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	212658	12355					1,833.38CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-422.005	212658	12355					99.98
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	212658	12355					1,683.42
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-04-444.010	212658	12355					49.98
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0000-00-202.010	212659	12355					443.02CR
EN	QUALITY AUTOMOTIVE DIST. CORP. A0620-0061-02-423.015	212659	12355					443.02
EN	RICMAR INDUSTRIES, INC. A0620-0000-00-202.010	212660	4694					323.43CR
EN	RICMAR INDUSTRIES, INC. A0620-0061-02-422.005	212660	4694					314.60
EN	RICMAR INDUSTRIES, INC. A0620-0061-03-433.040	212660	4694					8.83
EN	SEELYVILLE WATER & SEWAGE A0620-0000-00-202.010	212661	12749					1,444.00CR
EN	SEELYVILLE WATER & SEWAGE A0620-0061-03-432.010	212661	12749					1,444.00
EN	S & K EQUIPMENT COMPANY, INC. A0620-0000-00-202.010	212662	623					909.37CR
EN	S & K EQUIPMENT COMPANY, INC. A0620-0061-02-423.015	212662	623					889.20
EN	S & K EQUIPMENT COMPANY, INC. A0620-0061-03-433.040	212662	623					20.17
EN	SOUTHWEST AUTO COMPANY, INC. A0620-0000-00-202.010	212663	12944					750.00CR
EN	SOUTHWEST AUTO COMPANY, INC. A0620-0061-02-423.015	212663	12944					750.00
EN	TERMINIX INTERNATIONAL, INC. A0620-0000-00-202.010	212664	12388					97.00CR
EN	TERMINIX INTERNATIONAL, INC. A0620-0061-03-432.010	212664	12388					97.00
EN	TOWN & COUNTRY FORD A0620-0000-00-202.010	212665	12748					300.95CR
EN	TOWN & COUNTRY FORD A0620-0061-02-423.015	212665	12748					300.95
EN	TPI BILLING SOLUTIONS, LLC A0620-0000-00-202.010	212666	4549					37,509.84CR
EN	TPI BILLING SOLUTIONS, LLC A0620-0061-03-432.010	212666	4549					37,509.84
EN	UNITED REFRIGERATION, INC. A0620-0000-00-202.010	212667	12892					208.33CR
EN	UNITED REFRIGERATION, INC. A0620-0061-02-422.005	212667	12892					208.33
EN	UNITED RENTALS, INC. A0620-0000-00-202.010	212668	12894					3,045.07CR

Run date: 07/27/2017 @ 14:38
Bus date: 07/27/2017

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

CS55499.L02 Page 5

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
EN	UNITED RENTALS, INC. A0620-0061-03-438.010	212668	12894					3,045.07
EN	USABLUEBOOK, LTD A0620-0000-00-202.010	212669	3498					753.04CR
EN	USABLUEBOOK, LTD A0620-0061-02-422.005	212669	3498					552.30
EN	USABLUEBOOK, LTD A0620-0061-02-422.160	212669	3498					46.36
EN	USABLUEBOOK, LTD A0620-0061-03-433.040	212669	3498					154.38
EN	VALLEY ELECTRIC SUPPLY CORP. A0620-0000-00-202.010	212670	12987					912.52CR
EN	VALLEY ELECTRIC SUPPLY CORP. A0620-0061-02-423.015	212670	12987					912.52
EN	VIGO DODGE, INC A0620-0000-00-202.010	212671	13123					181.50CR
EN	VIGO DODGE, INC A0620-0061-02-423.015	212671	13123					181.50
EN	WABASH VALLEY GOODWILL, INC. A0620-0000-00-202.010	212672	13171					77.50CR
EN	WABASH VALLEY GOODWILL, INC. A0620-0061-02-422.005	212672	13171					77.50

Batch 155499 posted on 07/27/17 by 27 for business date 07/27/17

Run date: 07/27/2017 @ 14:38
Bus date: 07/27/2017

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

CS55499.L02 Page 6

Jnl	Period	Account	Description	Debit	Credit	Balance
EN			Encumbrance Journal			
	07	2017 A0620-0000-00-202.010	ACCOUNTS PAYABLE		112,555.99	
	07	2017 A0620-0061-00-347.090	USER FEES	12.30		
	07	2017 A0620-0061-02-422.005	OPERATING SUPPLIES	2,428.47		
	07	2017 A0620-0061-02-422.160	LAB SUPPLIES	2,321.18		
	07	2017 A0620-0061-02-423.015	REPAIR SUPPLIES	15,392.81		
	07	2017 A0620-0061-03-432.010	SERVICES CONTRACTUAL	79,691.64		
	07	2017 A0620-0061-03-432.071	LAB TESTING	2,299.50		
	07	2017 A0620-0061-03-433.040	FREIGHT	443.25		
	07	2017 A0620-0061-03-437.010	EQUIPMENT REPAIR & MAINTENANCE	53.34		
	07	2017 A0620-0061-03-438.010	RENTAL OF EQUIPMENT	3,441.82		
	07	2017 A0620-0061-04-444.010	PURCHASE OF EQUIPMENT	6,471.68		
		Total for Financial System		112,555.99	112,555.99	.00

Batch 155499 posted on 07/27/17 by 27 for business date 07/27/17

Sanitary District Claims August 1, 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

Blann & Son	Ditch Maintenance	\$ 19,512.59
Blann & Son	Ditch Maintenance	\$ 20,941.40

WWTP PH II/ADDITIONS & IMPROVEMENTS

SRF INTEREST FUND

CSO/LTCP P23

Wastewater Utility Claims

August 1, 2017

Personnel Services

414.020 Protective Clothing

Visa	Northern Safety / Gloves	\$594.19
------	--------------------------	----------

Supplies

421.010 Office Supplies

Staples	Folders, Binders, Printer Paper	\$76.22
---------	---------------------------------	---------

Operating Supplies

422.005 Operational Supplies

Complete Outdoor Equipment Company	Trimmer Line	\$71.90
E-Z Clean Corporation	Paper Towels	\$121.46
Kimball Midwest	Shop Towels, Duct Tape, Solder, Etc.	\$442.58
Kirby Risk	Wiremarker Book	\$28.59
Lawson Products	Brake Klean, Glass Cleaner	\$374.64
Menards	Oil, Sealant, Silicone Caulk	\$26.34
N.E.W. Interstate Concrete, Inc.	Fiber	\$19.25
N.E.W. Interstate Concrete, Inc.	Fiber	\$91.00
Quality Automotive Dist. Corp.	Refrigerant Dye	\$99.98
Ricmar Industries, Inc.	Bactimos Briquets	\$314.60
Sam's Club	Toilet Paper, Pinesol, Coffee, Etc.	\$211.08
Sam's Club	Water, Pledge, Dish Soap	\$270.44
United Refrigeration Inc.	Refrigerant	\$208.33
USABluebook, Inc.	Flags, Paint	\$552.30
Visa	Northern Safety / AcVil, Mlenol, Alevs, Etc.	\$596.47
Wabash Valley Goodwill Industries, Inc.	Wiping Rags	\$77.50

422.010 Gas

Automated Fuels	Gas	\$2,110.77
-----------------	-----	------------

422.020 Diesel

Automated Fuels	Diesel Fuel	\$1,250.37
-----------------	-------------	------------

Rep./Maint. Supplies

423.015 Maint./Rep

BC Heavy Truck & Electric, Inc.	Fuel Filters, Air Filter	\$206.34
BC Heavy Truck & Electric, Inc.	Brake Drums, Brake Shoes, Brake Kit	\$1,137.48
Coldwell	Solenoids, V Belts, Air Filter, Etc.	\$783.22
Complete Outdoor Equipment Company	Assembly, Trigger	\$402.41
Kimball Midwest	Terminals, Screws, Pins, Etc.	\$621.44
Kirby Risk	Adapters, Locknuts	\$3.03
Lawson Products	Washers, Screws, Connectors	\$403.14
McCord Tire & Auto Service, Inc.	New Tires	\$222.28
Menards	Spring Nuts, Coupler, Rubber Washers	\$12.01
Menke's Trailer Sales	Tires, Bolts, Shackles, Etc.	\$284.00
N.E.W. Interstate Concrete, Inc.	Limestone Air, Flowable Fill	\$2,076.88
N.E.W. Interstate Concrete, Inc.	Limestone Air, Flowable Fill	\$2,334.50
O'Reilly Auto Parts, Inc.	Trailer Light Kit, Rack & Pinion, Blower Motor, Etc.	\$428.12
Quality Automotive Dist. Corp.	ABS Sensor, Filter Kit, Brake Pads, Etc.	\$1,317.35
Quality Automotive Dist. Corp.	Fittings, Brake Caliper, Etc.	\$1,683.42
Quality Automotive Dist. Corp.	Filter, Control Arms & Balls	\$443.02
S & K Equipment Company, Inc.	Float Traps, Solenoid Valves, Etc.	\$889.20
Southwest Auto Company	Transmission	\$750.00
Town & Country Ford	Wiper Motor Assembly, Wire Assemblies, Etc.	\$300.95
Valley Electric Supply Corp.	Relays, Ballasts	\$912.52
Vigo Dodge, Inc.	Adapter	\$181.50
Visa	Coach & Equipment / Condensor	\$718.90

Other Supplies

422.160 Lab Supplies

Hach Company	Pipet Tips, Testing Vials	\$1,510.53
IDEXX Laboratories	Bottles	\$134.39
N.C. Labs	Potassium Chloride, Aluminum Weighing Dishes, Etc.	\$250.90
NSI Lab Solutions Inc.	QC Samples, Phosphate Buffer	\$379.00
USABluebook, Inc.	Buffer Solution	\$46.36

Professional Services

432.010 Services Contractual

American Water	Data Usage, Municipality Shut Offs	\$10,345.00
Controlworx LLC	Engineering Services	\$28,400.00
Hannum, Wagle, & Cline	Professional Services	\$1,828.25
Praxair	Finance Charges	\$67.55
Seelyville Water & Sewage	Meter Readings	\$1,444.00
Terminix	Pest Control	\$97.00
TPI Billing Solutions LLC	Printed Utility Bills & Past Due Notices	\$37,509.84
Visa	Microsoft Office / Monthly Fee	\$10.69

432.020 Instruction

Visa	Approved Environment / Online Courses	\$388.00
------	---------------------------------------	----------

432.071 Lab Testing

Commonwealth Biomonitoring, Inc.	Lab Testing	\$2,000.00
McCoy & McCoy Laboratories, Inc.	Lab Testing	\$56.50
Pace Analytical	Lab Testing	\$243.00

347.090 User Fees

Kathleen Caulkins	Sewage Bill Refund	\$12.30
-------------------	--------------------	---------

Comm./Transportation

433.010 Telephone

Frontier Inc.	Telephone Utility	\$63.72
---------------	-------------------	---------

433.040 Freight

BC Heavy Truck & Electric, Inc.	Freight	\$11.10
Hach Company	Freight	\$66.39
Lawson Products	Freight	\$58.87
N.C. Labs	Freight	\$25.61
NSI Lab Solutions, Inc.	Freight	\$90.00
Praxair	Freight	\$7.90
Rimar Industries, Inc.	Freight	\$8.83
S & K Equipment Company, Inc.	Freight	\$20.17
USABluebook, Inc.	Freight	\$154.38

Utility Services

436.010 Electric Utility

Duke Energy	Electric Utility	\$32,724.72
Duke Energy	Electric Utility	\$1,483.34
Duke Energy	Electric Utility	\$3,848.04
Duke Energy	Electric Utility	\$60,225.29
WIN Energy	Electric Utility	\$264.00

436.020 Gas Utility

Vectren	Gas Utility	\$46.00
---------	-------------	---------

436.030 Water Utility

IN American Water	Water Utility	\$233.77
IN American Water	Water Utility	\$177.67
IN American Water	Water Utility	\$181.45
IN American Water	Water Utility	\$112.31
IN American Water	Water Utility	\$1,007.79

Rep./Maint

437.010 Equipment Repair

Complete Outdoor Equipment Company	Repaired a Dixie Chopper	\$53.34
------------------------------------	--------------------------	---------

438.010 Rental of Equipment

One Source Equipment Rentals	Rented a Scissor Lift	\$396.75
United Rentals Inc.	Rented a Dump Truck	\$3,045.07

Machinery & Equipment

444.010 Equipment Purchase

Complete Outdoor Equipment Company	Chains	\$210.52
Jones Fabrication & Machining, Inc.	Stainless Steel Platform, Wastewater Channels	\$4,170.00
Kimball Midwest	Flap Discs, Wire Cup Brushes	\$173.17
Kirby Risk	Torpedo Level	\$20.41
Lawson Products	Drill Bits	\$23.17
Maple System & Supply, Inc.	Power Washer, Power Washer Spray Gun, Etc.	\$1,421.20
Matco Tools	Tools	\$189.90
Menards	Nozzles, Caulk Gun, Tank Sprayer, Etc.	\$139.83
Praxair	Wraparound	\$73.50
Quality Automotive Dist. Corp.	Jack Stands	\$49.98

444.180 Safety Equipment

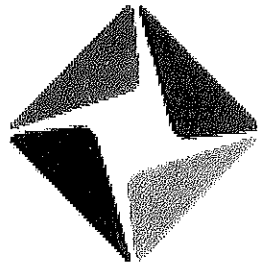
Visa	Northern Safety / Hard Hats, Safety Glasses, Etc.	\$779.15
------	---	----------

Grand Total = \$219,930.37

7/20/2017 Check Run \$102,638.77

7/27/2017 Check Run \$4,735.61

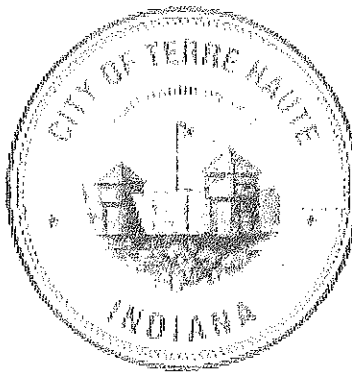
8/01/2017 Check Run \$112,555.99



moser
consulting

CUBS DISCOVERY

Rev. Per Lager



July 31, 2017

Moser Consulting, Incorporated
6220 Castleway West Drive
Indianapolis, IN 46250
Phone: 317-596-8022

Table of Contents

PROPRIETARY STATEMENT.....	1
INTRODUCTION	2
SOLUTION SUMMARY	2
ENGAGEMENT PROTOCOL	2
DELIVERABLES	2
LOCATIONS WHERE SERVICES WILL BE PROVIDED.....	2
MOSER RESPONSIBILITIES	3
THE CITY OF TERRE HAUTE RESPONSIBILITIES.....	3
CONSTRAINTS AND EXCLUSIONS.....	3
Constraints	3
Exclusions	Error! Bookmark not defined.
FEE SCHEDULE	Error! Bookmark not defined.
TRAVEL EXPENSES	4
Payment Terms	4
APPROVAL(S)	5

PROPRIETARY STATEMENT

This document contains confidential and proprietary information and is the property of Moser. This document was prepared for the requesting party for the sole purpose of evaluating the products and services proposed. It is submitted to you in confidence, on the condition that you and your representatives have, by receiving it, agreed not to reproduce or copy it, in whole or in part, or to furnish such information to others, or to make any other use of it except for the evaluation purposes stated above, and to return it to Moser upon request. The previous statement shall not apply to the extent that such statement violates any federal or state laws requiring such information to be made available to the public. In the event this document results in a contract, you may retain this document for use, including making any necessary copies related to the products and services covered by such contract. The offerings and prices presented in this document, excluding any leasing quotes or rates, shall remain valid for a period of 60 days from the document date unless Moser authorizes an extension.

Moser Contact Information

Indianapolis Office:

6220 Castleway West Drive
Indianapolis, IN 46250
Phone: (317) 596-8022

Baltimore Office:

21 Governors Ct; Suite #200
Baltimore, MD 21244
Phone: (443) 380-8022

Primary Contact:

Von Miles
Business Development Manager
Email: von.miles@moserit.com
Cell: 317.560.6044

INTRODUCTION

Moser Consulting has been performing Information Technology upgrades, Infrastructure Consulting services, Business Intelligence Consulting services and Software/Database Consulting services for more than 22 years. Moser has developed a set of methodologies, processes and procedures that drive consistency, efficiency and value for their clients. Moser Consulting is a data-centric consulting company with more than 200 consultants engaged in client support through the Indianapolis and Baltimore offices.

SOLUTION AND SERVICES DESCRIPTION

In this engagement Moser Consulting, will provide IT professional services to the City of Terre Haute, Office of Information Technology to assist and troubleshoot the City of Terre Haute, CUBS application.

ENGAGEMENT PROTOCOL

In addition to the professional consultant support defined, Moser will provide the City of Terre Haute, Office of Information Technology with an Engagement Manager to assist in engagement governance and communication. The Moser EM is responsible for working with the City of Terre Haute's IT Management to be the first point of contact for the City of Terre Haute's IT Management regarding services requested, completed and/or escalated and communicated under this SOW.

DELIVERABLES

This engagement is focused specifically on moving the existing CUBS application to Windows 7, and moving the SQL database to a different/newer server. Given this, Moser will deliver all services necessary to complete the following deliverables:

- Deliverable: Research/troubleshooting to determine how to move the CUBS application from Windows XP to Windows 7. Documentation of steps performed on Windows 7 machine to enable CUBS functionality. Assisting in move of SQL database to new server. Provide information on how to rename/retire old SQL server.

The following additional deliverables will be provided:

- Weekly Status Reports: Moser's project management framework requires standard project summary reports to be created for and reviewed with our client on a weekly basis.

LOCATIONS WHERE SERVICES WILL BE PROVIDED

City of Terre Haute
Office of Information Technology
17 Harding Ave.
Terre Haute, IN 47807

Moser Consulting
6220 Castleway West Drive
Indianapolis, IN 46250

MOSER RESPONSIBILITIES

Moser is responsible for providing The City of Terre Haute, Office of Information Technology with the following:

- Professional and satisfactory completion of the stated work in the solution summary.
- Timely and efficient selection of an appropriately skilled development resource to meet the requirements and defined scope of work.

THE CITY OF TERRE HAUTE RESPONSIBILITIES

Prior to the delivery of any services defined in this Proposal, The City of Terre Haute, Office of Information Technology will designate a person as The City of Terre Haute's Primary Client Contact (PC) with Moser. The PC will be the person to whom all Moser communications will be addressed and who has the authority to act for The City of Terre Haute in all aspects of this contract.

The PC's responsibilities will include:

1. Serve as the interface between Moser and The City of Terre Haute.
2. Assign an Administrator to:
 - a. Provide Moser with permissions for VPN, database servers, and App servers.
 - b. Provide Moser with RDP and DB Instance Permissions.
 - c. Provide Moser with Kronos login Information.
 - d. Provide Moser with a Test Server
 - e. Provide instance for production database (can be multi-tenant)
 - f. Schedule meeting rooms as necessary, per agenda.
 - g. Ensure workspace facilities are available for the consultant(s) that includes a work area, printer/network connectivity, and phone line.
 - h. Work with Moser to administer the Project Change process.
3. Obtain and provide information, data, decisions and approvals, within three working days of Moser's request, unless both parties agree to an extended response time.
4. Resolve deviations from project plans that may be caused by The City of Terre Haute.
5. Help resolve project issues and escalate issues within The City of Terre Haute organization.

CONSTRAINTS AND EXCLUSIONS

Constraints

The source code for the version of CUBS currently in production is not believed to be available. This limits this effort to porting the existing compiled application to the new environment. No further application modifications are covered under this agreement.

Exclusions

The following areas are not included in the scope of this engagement:



ADDITIONAL TERMS AND CONDITIONS

See additional terms and conditions attached (Attachment A). Moser Consulting agrees to the attached City of Terre Haute, Board of Sanitary Commissioners, Terms and Conditions Contract Language 2014.

ASSIGNED RESOURCES AND PRICING

Moser has estimated the work involved to deliver this solution in under 80 hours, plus any reasonable expenses incurred by Moser consultant(s). This is an estimate based upon Moser's current understanding of the project scope and experience in executing these types of engagements.

The City of Terre Haute pricing for Moser IT services shall be as follows:

Resource	Discounted Rates for City of Terre Haute, Office of Information Services	Published Rates
Sr. .Net Developer	\$125 / Hour	\$145 / Hour

With prior approval from the City of Terre Haute, Office of Information Services, reasonable and customary travel, parking and lodging expenses are additional and reimbursable, if receipts are provided.

If there is any change identified that is not covered in the Solution and Services Summary, it will be documented and submitted as a Change Request. All Change Requests associated to the Professional Services agreement will be defined, quoted and submitted for acceptance prior to implementation of the change requested.

TRAVEL EXPENSES

Moser Consulting shall invoice The City of Terre Haute for all reasonable and normal out-of-pocket travel-related expenses, including airfare, room and board, meals and car rental, incurred during any requirements gather phases, and project update meetings, provided such expenses are approved in advance by The City of Terre Haute.

PAYMENT TERMS

The City of Terre Haute shall be invoiced monthly on a time and materials basis per the pricing table defined in the "Assigned Resources and Pricing" section of this SOW.

Terms are Net 30.



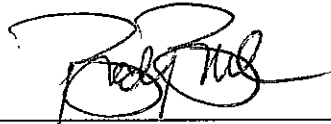
APPROVAL(S)

We appreciate the opportunity to provide our services to The City of Terre Haute. Please contact Von Miles (von.miles@moserit.com) at 317.560.6044 to discuss the scope of this engagement. Signature on this document constitutes a mutual understanding and approval to proceed.

Signature of Agreement (Signed and Dated):

Von Miles
Business Development Manager
Moser Consulting, Incorporated

Date


Name:

Date

8/1/17

Title: Sanitary Board President

Attachment A

Board of Sanitary Commissioners

Contract Language Dec. 2014

Compliance with State and Other Laws

Contractor specifically agrees that in performance of the services herein enumerated by it or by a subcontractor or anyone acting in behalf of either, that it will comply with any and all local, state, and federal statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and performance of this Agreement. All agreements are to be governed by the laws of the State of Indiana.

Non Appropriation Clause

The parties acknowledge that the Board of Sanitary Commissioners is part of the City of Terre Haute which is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, the fiscal body should fail to appropriate sufficient funds to continue the contract, the contract shall become null and void. In the event of non-appropriation of funds, the Board of Sanitary Commissioners will give notice immediately of such failure and shall pay for all services provided prior to exhaustion of the appropriated funds. The Board of Sanitary Commissioners agrees to seek funding for the continuation of the agreement during each budget cycle during the initial term or any subsequent term of the Agreement.

Covenant Against Contingent Fees

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Contract and that it has not paid or agreed to pay any other company or person, other than a bona fide employee working solely for the Company, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Indemnification and Release

The Contractor shall be responsible for all damages to life and property due to activities of the Contractor, its subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work both temporary and permanent and shall hold the City harmless therefore

Insurance

The Contractor shall procure and maintain, until final payment by the City for the services covered by the Contract, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorize to do such business in the State of Indiana covering all operations under this contract whether performed by it or by its subcontractors. The Contractor will not be given a notice to proceed until the Contractor has furnished a certificate or certificates in a form satisfactory to the City showing that this section has been complied with. During the life of the Contract, the Contractor shall furnish the City with certificates showing that the required policies shall not be changed or cancelled until ten (10) days written notice has been given the City. In the event that such written notice of change or cancellation is given, the City may at its option terminate this contract and no

further compensation shall in such case be made to the Contractor. The kinds and amount of insurance required are as follows:

- (A) Policy covering the obligations of the Contractor in accordance with the provisions of the Workmen's Compensation Law. This contract shall be void and of no effect unless the Contractor procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners and Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than \$700,000.00 for each person, including death at any time resulting therefrom, and not less than \$5,000,000.00 in any one accident, and not less than \$700,000.00 for all damages arising out of injury to or destruction of property.
- (C) Automobile Policies for Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$700,000.00 for each person including death at any time resulting therefrom, and not less than \$5,000,000.00 in any one accident, and not less than \$700,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.
- (D) Professional Liability Insurance in an amount of not less than \$700,000.00 for each claim and \$5,000,000.00 in the aggregate.

Article XVI. Investment in Iran Disclaimer

Pursuant to Indiana Code 5-22-16.5-11, Contractors who have dealings with the government of Iran are deemed to be Nonresponsible bidders for the purposes of submitting an offer in response to a solicitation; submitting a bid, offer, or proposal relating to a public works project; or entering into a contract to provide supplies or services with the state or a political subdivision. Pursuant to I.C. 5-22-16.5-9, the Indiana Department of Administration shall develop and update a list of Contractors the Department determines to be engaged in investment activities in Iran. The undersigned, on behalf of Contractor, being first duly sworn, deposes and states that Contractor is not currently on the list kept by the Indiana Department of Administration, and has not engaged in any activity which will cause Contractor to be added to said list.

E-Verify Program

I.C. 22-5-1.7-1, effective July 1, 2011, requires that the City-OWNER may not enter into or renew a public contract for services unless the public contract contains a provision requiring the contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. The contract must also contain a provision that if the E-Verify program no longer exists, the contractor does not have to verify work eligibility of new hires. The clause should/could read as follows:

Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees of CONTRACTOR through the E-Verify Program ("Program"). CONTRACTOR is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

CONTRACTOR and its Subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONTRACTOR or its Subcontractor subsequently learns is an unauthorized alien. If CONTRACTOR violates this Section 16.23, OWNER shall require CONTRACTOR to remedy the violation not later than thirty (30) days after CITY- OWNER notifies CONTRACTOR. If CONTRACTOR fails to remedy the violation within the thirty (30) day period, CITY-OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, CONTRACTOR shall, in addition to any other contractual remedies, be liable to

CITY- OWNER for actual damages. There is a rebuttable presumption that CONTRACTOR did not knowingly employ an unauthorized alien if CONTRACTOR verified the work eligibility status of the employee through the Program.

If CONTRACTOR employs or contracts with an unauthorized alien but CITY-OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until CITY-OWNER procures a new contractor.

CONTRACTOR shall, prior to performing any work, require each Subcontractor to certify to CONTRACTOR that the Subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CONTRACTOR shall maintain on file a certification from each Subcontractor throughout the duration of the Project. If CONTRACTOR determines that a Subcontractor is in violation of this Section 16.23, CONTRACTOR may terminate its contract with the Subcontractor for such violation. Such termination may not be considered a breach of contract by CONTRACTOR or the Subcontractor.

The City of Terre Haute



10. *No License.* All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the property of the Disclosing Party. Nothing in this Agreement is intended to grant any rights to either party under any intellectual property right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

11. *Term.* The obligations of each Receiving Party hereunder shall expire five (5) years after the date of disclosure, except for source code, which shall remain subject to the terms of this Agreement until it becomes publicly known and made generally available by the Disclosing Party.

12. *Remedies.* Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

13. *Limitation of Liability.* Neither party shall be liable for any special, incidental, consequential or punitive damages by reason of any alleged breach of this Agreement based on any theory of liability.

14. *Compliance with Laws.* Both parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from Disclosing Party, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized.

15. *Severability.* If any provision of this Agreement is held by a court or arbitrator to be contrary to law, such provision shall be changed by the court or arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

16. *Miscellaneous.* Neither party may assign this Agreement, including by succession or operation of law. This Agreement shall be exclusively governed by the laws of the State of Indiana, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement is written in the English language only, which language shall be controlling in all

respects. Les parties' aux presentes confirment leur volonte que cette convention de meme que tous les documents y compris tout avis qui s'y rat tache, soient rediges en langue anglaise (translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language.").

The parties have caused this Agreement to be executed by their duly authorized representatives.

Company: Moser Consulting, Incorporated

By: _____

Name: _____

Title: _____

Date: _____

Company: The City of Terre Haute, ...

By: 

Name: Brad Bush

Title: Sanitary Board President

Date: 8/1/17

Board of Sanitary Commissioners Contract Language

Compliance with State and Other Laws

Contractor specifically agrees that in performance of the services herein enumerated by it or by a subcontractor or anyone acting in behalf of either, that it will comply with any and all local, state, and federal statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and performance of this Agreement. All agreements are to be governed by the laws of the State of Indiana.

Non Appropriation Clause

The parties acknowledge that the Board of Sanitary Commissioners is part of the City of Terre Haute which is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, the fiscal body should fail to appropriate sufficient funds to continue the contract, the contract shall become null and void. In the event of non-appropriation of funds, the Board of Sanitary Commissioners will give notice immediately of such failure and shall pay for all services provided prior to exhaustion of the appropriated funds. The Board of Sanitary Commissioners agrees to seek funding for the continuation of the agreement during each budget cycle during the initial term or any subsequent term of the Agreement.

Covenant Against Contingent Fees

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Contract and that it has not paid or agreed to pay any other company or person, other than a bona fide employee working solely for the Company, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Indemnification and Release

The Contractor shall be responsible for all damages to life and property due to activities of the Contractor, its subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work both temporary and permanent and shall hold the City harmless therefore.

Insurance

The Contractor shall procure and maintain, until final payment by the City for the services covered by the Contract, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorize to do such business in the State of Indiana covering all operations under this contract whether performed by it or by its subcontractors. The Contractor will not be given a notice to proceed until the Contractor has furnished a certificate or certificates in a form satisfactory to the City showing that this section has been complied with. During the life of the Contract, the Contractor shall furnish the City with certificates showing that the required policies shall not be changed or cancelled until ten (10) days written notice has been given the City. In the event that such written notice of change or cancellation is given, the City may at its option terminate this contract and no further compensation shall in such case be made to the Contractor. The kinds and amount of insurance required are as follows:

- (A) Policy covering the obligations of the Contractor in accordance with the provisions of the Workmen's Compensation Law. This contract shall be void and of no effect unless the Contractor procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners and Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than \$700,000.00 for each person, including death at any time resulting therefrom, and not less than \$5,000,000.00 in any one

accident, and not less than \$700,000.00 for all damages arising out of injury to or destruction of property.

(C) Automobile Policies for Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$700,000.00 for each person including death at any time resulting therefrom, and not less than \$5,000,000.00 in any one accident, and not less than \$700,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

(D) Professional Liability Insurance in an amount of not less than \$700,000.00 for each claim and \$5,000,000.00 in the aggregate.

Article XVI. Investment in Iran Disclaimer

Pursuant to Indiana Code 5-22-16.5-11, Contractors who have dealings with the government of Iran are deemed to be Nonresponsible bidders for the purposes of submitting an offer in response to a solicitation; submitting a bid, offer, or proposal relating to a public works project; or entering into a contract to provide supplies or services with the state or a political subdivision. Pursuant to I.C. 5-22-16.5-9, the Indiana Department of Administration shall develop and update a list of Contractors the Department determines to be engaged in investment activities in Iran. The undersigned, on behalf of Contractor, being first duly sworn, deposes and states that Contractor is not currently on the list kept by the Indiana Department of Administration, and has not engaged in any activity which will cause Contractor to be added to said list.

E-Verify Program

I.C. 22-5-1.7-1, effective July 1, 2011, requires that the City-OWNER may not enter into or renew a public contract for services unless the public contract contains a provision requiring the contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. The contract must also contain a provision that if the E-Verify program no longer exists, the contractor does not have to verify work eligibility of new hires. The clause should/could read as follows:

Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees of CONTRACTOR through the E-Verify Program ("Program"). CONTRACTOR is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

CONTRACTOR and its Subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONTRACTOR or its Subcontractor subsequently learns is an unauthorized alien. If CONTRACTOR violates this Section 16.23, OWNER shall require CONTRACTOR to remedy the violation not later than thirty (30) days after CITY- OWNER notifies CONTRACTOR. If CONTRACTOR fails to remedy the violation within the thirty (30) day period, CITY-OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, CONTRACTOR shall, in addition to any other contractual remedies, be liable to CITY- OWNER for actual damages. There is a rebuttable presumption that CONTRACTOR did not knowingly employ an unauthorized alien if CONTRACTOR verified the work eligibility status of the employee through the Program.

If CONTRACTOR employs or contracts with an unauthorized alien but CITY-OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until CITY-OWNER procures a new contractor.

CONTRACTOR shall, prior to performing any work, require each Subcontractor to certify to CONTRACTOR that the Subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CONTRACTOR shall maintain on file a certification from each Subcontractor throughout the duration of the Project. If CONTRACTOR determines that a Subcontractor is in violation of this Section 16.23, CONTRACTOR may terminate its contract with the Subcontractor for such violation. Such termination may not be considered a breach of contract by CONTRACTOR or the Subcontractor.

This Agreement ("Agreement") is made and entered into as of, **May 1, 2017**, ("Effective Date") between **Moser Consulting, Inc.**, **6220 Castleway West Drive, Suite 100, Indianapolis, IN 46250** and **The City of Terre Haute**, a corporation/individual, with its principal place of business/homes address at **17 Harding Avenue, Terre Haute, IN 47807**.

1. Purpose. The parties wish to explore a business and/or technical opportunity of mutual interest and in connection with this opportunity, each party may disclose or has already disclosed to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

2. "Confidential Information" means all tangible and intangible information disclosed by one party (a "Disclosing Party") to the other party (a "Receiving Party") that is marked or identified orally by the Disclosing Party as confidential or proprietary and shall include, without limitation: (a) trade secrets, drawings, works of authorship, inventions, know-how, processes, techniques, design details and specifications, software, source code, algorithms and schematics; (b) information regarding research, development, new services, products, marketing and selling plans, business plans, budgets, unpublished financial statements, licensing and/or distribution arrangements, prices, costs, suppliers and customers; (c) the existence of any business discussions, negotiations or agreements between the parties; and (d) any information regarding the skills and compensation of employees, contractors or other agents of the Disclosing Party.

3. Permitted Use. Each Receiving Party shall use the Disclosing Party's Confidential Information only for the following purposes: (1) to evaluate whether to enter into a contemplated business transaction; and (2) if the parties enter into such contemplated business transaction, to fulfill each party's commitments under the agreement for such transaction.

4. Confidentiality Obligations. Each Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to anyone other than those employees or contractors of the Receiving Party who need to know such Confidential Information for the purpose set forth in section 1 above and who have entered into binding obligations of confidentiality substantially similar to the obligations set forth herein. Each Receiving Party shall treat all Confidential Information of the Disclosing Party with the degree of care it accords to its own Confidential Information,

but not less than reasonable care. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to such party hereunder.

5. Exceptions. The Receiving Party's obligations under this Agreement with respect to any portion of the Disclosing Party's Confidential Information shall terminate when the Receiving Party can document that such Confidential Information: (a) is or becomes a matter of public knowledge through no fault of the Receiving Party; (b) was rightfully in the Receiving Party's possession, or known by it, prior to receipt from the Disclosing Party; (c) was rightfully disclosed to the Receiving Party by a third party, free of any obligation of confidence; or (d) was developed by the Receiving Party independently and without reference to such Confidential Information.

6. Required Disclosures. The Receiving Party may disclose the Disclosing Party's Confidential Information pursuant to any statutory or regulatory authority or court order, provided that the Receiving Party shall provide the Disclosing Party with reasonable written notice prior to any such disclosure, assist in obtaining an order protecting the information from disclosure, and comply with any applicable protective order or equivalent.

7. Return of Confidential Information. The Receiving Party shall promptly return to the Disclosing Party all documents and any tangible material containing or representing such Confidential Information, upon the written request of the Disclosing Party or termination of this Agreement.

8. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserve the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. Nothing in this Agreement shall be construed as a representation that the Receiving Party will not develop or acquire information that is the same as or similar to the Disclosing Party's Confidential Information, provided that the Receiving Party does not do so in breach of this Agreement.

9. Warranties. Each Disclosing Party warrants that it has the right to make the disclosures under this Agreement. **EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANT ABILITY, TITLE, AND NON-INFRINGEMENT, REGARDING THE CONFIDENTIAL INFORMATION. ALL CONFIDENTIAL INFORMATION IS PROVIDED" AS IS."**

10. *No License.* All Confidential

Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the property of the Disclosing Party. Nothing in this Agreement is intended to grant any rights to either party under any intellectual property right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

11. *Term.* The obligations of each Receiving Party hereunder shall expire five (5) years after the date of disclosure, except for source code, which shall remain subject to the terms of this Agreement until it becomes publicly known and made generally available by the Disclosing Party.

12. *Remedies.* Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

13. *Limitation of Liability.* Neither party shall be liable for any special, incidental, consequential or punitive damages by reason of any alleged breach of this Agreement based on any theory of liability.

14. *Compliance with Laws.* Both parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from Disclosing Party, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized.

15. *Severability.* If any provision of this Agreement is held by a court or arbitrator to be contrary to law, such provision shall be changed by the court or arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

16. *Miscellaneous.* Neither party may assign this Agreement, including by succession or operation of law. This Agreement shall be exclusively governed by the laws of the State of Indiana, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement is written in the English language only, which language shall be controlling in all

respects. Les parties' aux presentes confirment leur volonte que cette convention de meme que tous les documents y compris tout avis qui s'y rat tache, soient rediges en langue anglaise (translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language.").

The parties have caused this Agreement to be executed by their duly authorized representatives.

Company: Moser Consulting, Incorporated

By: _____

Name: _____

Title: _____

Date: _____

Company: The City of Terre Haute

By: _____

Name: _____

Title: _____

Date: _____

BOARD OF SANITARY COMMISSIONERS
TERRE HAUTE SANITARY DISTRICT

DECLARATORY RESOLUTION NO. _____

A Declaratory Resolution of the Board of Sanitary Commissioners of the Terre Haute Sanitary District determining to construct certain additions and improvements to the sewage works of the Sanitary District and other matters related thereto

WHEREAS, the Board of Sanitary Commissioners (the "Board") of the Terre Haute Sanitary District (the "Sanitary District") of the City of Terre Haute, Indiana (the "City"), operating pursuant to Indiana Code 36-9-25, finds after investigation of the Sanitary District's sewage works that there are areas identified in the reports filed with the Board being polluted by the discharge of sewage, drainage, or other harmful matter and that it is necessary for the public health and welfare and will be of public utility and benefit to undertake the construction of certain additions and improvements to the sewage works of the Sanitary District as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Projects"); and

WHEREAS, the estimated cost of construction of the Projects, based upon construction bids, estimates of the engineers for the Sanitary District, and including incidental expenses is Eighty-Five Million Dollars (\$85,000,000); and

WHEREAS, the Board finds that the Projects shall be financed by the issuance of revenue bonds and special taxing district bonds of the Sanitary District, and, if necessary, bond anticipation notes, in a combined aggregate principal amount not to exceed Eighty-Five Million Dollars (\$85,000,000); and

WHEREAS, the Board has caused to be prepared general plans, maps, specifications, drawings, details, descriptions and estimates for the Projects, including plats showing the general scope of the Projects and the location and bounds of all real property considered necessary to be acquired or removed, or that would be injuriously affected in connection with the Projects.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SANITARY COMMISSIONERS OF THE TERRE HAUTE SANITARY DISTRICT THAT:

Section 1. The Board hereby preliminarily finds and determines that it is necessary for the public health and welfare and will be of public utility and benefit to construct the Projects, together with the necessary appurtenances, related improvements and equipment, and the incidental expenses in connection with the Projects. The Board will proceed with the construction of the Projects in accordance with the reports and plans heretofore prepared by the consulting engineers of the Sanitary District, which reports and plans are on file with the Board and are hereby approved and adopted. The reports and plans for the Projects are open to public inspection in the office of the Sanitary District.

Section 2. The Board hereby determines to take all actions necessary to cause the issuance of revenue bonds and special taxing district bonds of the Sanitary District, and, if necessary, bond anticipation notes, to pay for all expenses in connection with the construction of the Projects and incidental expenses incurred in connection therewith, including costs of issuance of the bonds, capitalized interest, if necessary, and, if necessary, bond anticipation notes.

Section 3. The estimated costs of the Projects and incidental expenses incurred in connection therewith, including costs of issuance of the revenue bonds and special taxing district bonds, and, if necessary, bond anticipation notes, will not exceed Eighty-Five Million Dollars (\$85,000,000).

Section 4. On August 15, 2017, at 10:00 a.m. in the Third Floor Conference Room, located at City Hall, 17 Harding Avenue, Terre Haute, Indiana, the Board will meet and will receive and hear remonstrances from persons interested in or affected by such proceedings and will take final action to determine the public utility and benefit of the proposed Projects and will confirm, modify and confirm, or rescind this Declaratory Resolution. Notice of such public hearing shall be published in accordance with Indiana Code 5-3-1 and Indiana Code 36-9-25-18.

Section 5. This Declaratory Resolution shall be in full force and effect from and after its passage and shall be filed with and be open to the public for inspection at the office of the Sanitary District.

Adopted this 1st day of August, 2017.

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



President

ATTEST:



Recording Secretary

EXHIBIT A

Description of Projects

The Projects, which constitute Phase II of the Terre Haute Long Term Control Plan (the "LTCP"), consist of three projects including (i) the reconstruction of the main liftstation, (ii) phase II of the high rate treatment facility, and (iii) introduction of green infrastructure projects in the north basin of the combined sewer watershed area. The main liftstation project consists of replacement/relocation of the City's main lift facility and will increase its pumping capability to accommodate the wastewater treatment plant as well as both phases of the high rate treatment facility. The high rate treatment facility project will include an expansion of the existing satellite treatment facility that will double its capacity in order to treat two times the overflow volume and keep it from being overflowed to the Wabash River. The last project for Phase II of the LTCP is the introduction of green infrastructure which will reduce the amount of runoff entering the combined sewer system in the north basin of the City's combined sewer system and will potentially reduce cost in future phases of the LTCP.

The Projects are being constructed in response to and in conformance with the rulings of the Vigo County Circuit Court approving and entering into an agreed judgement as final judgement between the City and the Indiana Department of Environmental Management in connection with the City's operation of the sewage works. Pursuant to the rulings, the City agreed to implement the LTCP to comply with the federal Environmental Protection Agency's 1994 Combined Sewer Overflow policy and the federal Clean Water Act. The Projects to be financed with the proceeds of the Bonds are part of the LTCP.

BOARD OF SANITARY COMMISSIONERS
TERRE HAUTE SANITARY DISTRICT

DECLARATORY RESOLUTION NO. 2-2017

A Declaratory Resolution of the Board of Sanitary Commissioners of the Terre Haute Sanitary District determining to construct certain additions and improvements to the sewage works of the Sanitary District and other matters related thereto

WHEREAS, the Board of Sanitary Commissioners (the "Board") of the Terre Haute Sanitary District (the "Sanitary District") of the City of Terre Haute, Indiana (the "City"), operating pursuant to Indiana Code 36-9-25, finds after investigation of the Sanitary District's sewage works that there are areas identified in the reports filed with the Board being polluted by the discharge of sewage, drainage, or other harmful matter and that it is necessary for the public health and welfare and will be of public utility and benefit to undertake the construction of certain additions and improvements to the sewage works of the Sanitary District as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Projects"); and

WHEREAS, the estimated cost of construction of the Projects, based upon construction bids, estimates of the engineers for the Sanitary District, and including incidental expenses is Eighty-Five Million Dollars (\$85,000,000); and

WHEREAS, the Board finds that the Projects shall be financed by the issuance of revenue bonds and special taxing district bonds of the Sanitary District, and, if necessary, bond anticipation notes, in a combined aggregate principal amount not to exceed Eighty-Five Million Dollars (\$85,000,000); and

WHEREAS, the Board has caused to be prepared general plans, maps, specifications, drawings, details, descriptions and estimates for the Projects, including plats showing the general scope of the Projects and the location and bounds of all real property considered necessary to be acquired or removed, or that would be injuriously affected in connection with the Projects.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SANITARY COMMISSIONERS OF THE TERRE HAUTE SANITARY DISTRICT THAT:

Section 1. The Board hereby preliminarily finds and determines that it is necessary for the public health and welfare and will be of public utility and benefit to construct the Projects, together with the necessary appurtenances, related improvements and equipment, and the incidental expenses in connection with the Projects. The Board will proceed with the construction of the Projects in accordance with the reports and plans heretofore prepared by the consulting engineers of the Sanitary District, which reports and plans are on file with the Board and are hereby approved and adopted. The reports and plans for the Projects are open to public inspection in the office of the Sanitary District.

Section 2. The Board hereby determines to take all actions necessary to cause the issuance of revenue bonds and special taxing district bonds of the Sanitary District, and, if necessary, bond anticipation notes, to pay for all expenses in connection with the construction of the Projects and incidental expenses incurred in connection therewith, including costs of issuance of the bonds, capitalized interest, if necessary, and, if necessary, bond anticipation notes.

Section 3. The estimated costs of the Projects and incidental expenses incurred in connection therewith, including costs of issuance of the revenue bonds and special taxing district bonds, and, if necessary, bond anticipation notes, will not exceed Eighty-Five Million Dollars (\$85,000,000).

Section 4. On August 15, 2017, at 10:00 a.m. in the Third Floor Conference Room, located at City Hall, 17 Harding Avenue, Terre Haute, Indiana, the Board will meet and will receive and hear remonstrances from persons interested in or affected by such proceedings and will take final action to determine the public utility and benefit of the proposed Projects and will confirm, modify and confirm, or rescind this Declaratory Resolution. Notice of such public hearing shall be published in accordance with Indiana Code 5-3-1 and Indiana Code 36-9-25-18.

Section 5. This Declaratory Resolution shall be in full force and effect from and after its passage and shall be filed with and be open to the public for inspection at the office of the Sanitary District.

Adopted this 1st day of August, 2017.

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



President

ATTEST:



Recording Secretary

EXHIBIT A

Description of Projects

The Projects, which constitute Phase II of the Terre Haute Long Term Control Plan (the "LTCP"), consist of three projects including (i) the reconstruction of the main liftstation, (ii) phase II of the high rate treatment facility, and (iii) introduction of green infrastructure projects in the north basin of the combined sewer watershed area. The main liftstation project consists of replacement/relocation of the City's main lift facility and will increase its pumping capability to accommodate the wastewater treatment plant as well as both phases of the high rate treatment facility. The high rate treatment facility project will include an expansion of the existing satellite treatment facility that will double its capacity in order to treat two times the overflow volume and keep it from being overflowed to the Wabash River. The last project for Phase II of the LTCP is the introduction of green infrastructure which will reduce the amount of runoff entering the combined sewer system in the north basin of the City's combined sewer system and will potentially reduce cost in future phases of the LTCP:

The Projects are being constructed in response to and in conformance with the rulings of the Vigo County Circuit Court approving and entering into an agreed judgement as final judgement between the City and the Indiana Department of Environmental Management in connection with the City's operation of the sewage works. Pursuant to the rulings, the City agreed to implement the LTCP to comply with the federal Environmental Protection Agency's 1994 Combined Sewer Overflow policy and the federal Clean Water Act. The Projects to be financed with the proceeds of the Bonds are part of the LTCP.