

## TriCo Regional Sewer Utility

www.TriCo.eco Phone (317) 844-9200 Fax (317) 844-9203

## **CAPITAL & CONSTRUCTION COMMITTEE MEETING**

Monday, July 2, 2018 at 4:30 P.M. 10701 N. College Ave, Suite A, Indianapolis, IN 46280

## AGENDA

- 1. Public Comment
- 2. Jackson's Grant Sewer Service Agreement Amendment 4
- 3. #1701/1906 WWTP Outfall Sewer Engineering Services
- 4. Additional Service Area at 96th/Keystone
- 5. Other Business
- 6. Capital Project Updates
  - a. #1702 Keystone/96<sup>th</sup> Sewer & Force Main Relocation
  - b. #1705 99th Street Sewer Extension & Lift Station 6 Elimination
  - c. #1707 Neighborhood Sewer Projects
  - d. #1801 Lift Station 4 Elimination
  - e. #1901 Lift Station 14 Parallel Force Main
  - f. #1902 WWTP Expansion
  - g. #1906 WWTP Outfall Sewer
  - h. Jackson's Grant Section 6 Oversized Sewers

Date and time for next meeting: Monday, August 6, 2018 at 4:30 pm

TriCo	MEMORANDUM	
STATE OF HAMILTON - HAMILTON - HAMILTON	To: From: Date: Subject:	C&C Committee Wes Merkle June 29, 2018 Jackson's Grant Sewer Service
		Agreement Amendment 4

Jackson's Grant is a residential development located north of 116th Street, west of Springmill Road, east of Clay Center Road, and south of Claybridge at Springmill subdivision. The first section of development was completed two years ago and included construction of regional Lift Station 26, allowing the District to eventually eliminate four smaller lift stations as interceptor sewers are extended. Section 6 construction is needed to extend an interceptor sewer towards Lift Station 4 (Springmill Ridge), which is a priority for elimination due to aging equipment and lack of capacity. The final section of sewer extension is included in Project #1801, which will cross the Book property and Williams Creek to reach Lift Station 4.

The developer is not ready to proceed with full construction of Section 6 at this time. However, the developer has agreed to extend the interceptor sewer. The District will reimburse the developer for design and construction costs. Once the developer is ready to proceed with full construction of Section 6, the developer will reimburse the District for all "as-needed" design and construction costs, which the developer would otherwise incur at the time of construction without sewer oversizing.

More information is provided in the attached copy of the amendment. Section 6 project cost is \$391,381, of which the developer will reimburse the District \$194,835 when they proceed with full construction of Section 6, leaving the District responsible for \$196,546 in oversizing. Staff had previously budgeted \$350,000 for this section of sewer oversizing.

Recommendation: Approve Jackson's Grant Sewer Service Agreement Amendment 4 in an amount not to exceed \$391,381 for construction of Section 6 interceptor sewers.



**Clay Township Regional Waste District** 

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## SEWER SERVICE AGREEMENT AMENDMENT No. 4

Project:	Jackson's Grant Oversized Facilities
Date:	6/29/2018
From:	Wes Merkle, Clay Township Regional Waste District
To:	Doug Wagner, Jackson's Grant Real Estate Company

Pursuant to Sections 10 and 12 of the Jackson's Grant Sewer Service Agreement, the District and Developer agree to amend the Jackson's Grant Sewer Service Agreement as follows:

- 1. For construction of Jackson's Grant Section 6 sanitary sewers, Developer will continue construction of Oversized Facilities by extending the sanitary sewer main from existing manhole JG-834, located northeast of the lift station off Frenzel Parkway, to the northeast corner of the property in accordance with plans prepared by Stoeppelwerth and reviewed by District staff.
  - Developer is not ready to proceed with full construction of Section 6 at this time. However, District needs Section 6 Oversized Facilities completed in order to proceed with high priority projects located offsite. Offsite work will be completed by District separately at a later date. Developer agrees to promptly proceed with design, permitting, bidding and construction of Oversized Facilities located within Section 6.
  - Interceptor Fees for Section 6 will not be due at this time. Interceptor fees will be due when Developer proceeds with full construction of Section 6.
  - Developer and Developer's Engineer Stoeppelwerth will design Oversized Facilities to accommodate future development and full construction of Section 6. No changes will be made to the subdivision design requiring substantial relocation or modification of Oversized Facilities. When full construction of Section 6 proceeds, any changes to Oversized Facilities that are reasonably within Developer's control will be paid by Developer.
  - Project Cost is \$391,381. As-needed Cost is \$194,835. Therefore Oversizing Cost for construction of Section 6 sanitary sewers is \$196,546.
  - Because Developer is proceeding with construction of Oversized Facilities before full construction of Section 6, District will (a) reimburse Developer for fees charged by Stoeppelwerth for design and related services, (b) reimburse Developer for permitting fees required to construct Oversized Facilities, (c) reimburse Developer for Project Cost, and (d) pay all construction observation costs.

- Developer will provide new easements necessary for the District to operate and maintain oversized facilities.
- 2. When Developer proceeds with full construction of Jackson's Grant Section 6, Developer will complete construction of remaining sanitary sewers needed to extend service within its development.
  - On or before the preconstruction meeting, Developer will pay District (a) Interceptor Fees due and (b) Stoeppelwerth's fees previously reimbursed by District. On or before recording of the secondary plat, Developer will pay District As-needed Cost previously reimbursed by District for construction of Section 6 Oversized Facilities. Developer will not reimburse District for permitting or construction observation costs incurred during construction of Section 6 Oversized Facilities.
  - For construction of remaining sanitary sewers, Developer will (a) pay all fees charged by Stoeppelwerth for design and related services, (b) pay all construction costs, and (c) reimburse District all construction observation costs.
  - District will abandon any easements previously provided for operation and maintenance of Oversized Facilities once Section 6 is platted.

Developer and District agree all terms and conditions of the 2014 Sewer Service Agreement still apply unless specifically modified above.

Clay Township Regional Waste District

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

Marilyn Anderson President, Board of Trustees

Jackson's Grant Real Estate Company

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

Printed: \_\_\_\_\_

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

TriCo	MEMORANDUM		
STATE OF HEARING BOOME - HAMILTON	Date:	C&C Committee Wes Merkle June 29, 2018 #1906 WWTP Outfall Sewer Engineering Services	

Staff issued a Request for Proposals to three firms familiar with the WWTP to provide consulting services for the subject project. Staff reviewed their responses and recommends GRW Engineers, Inc. (GRW) to complete the work, which includes engineering design, permitting, easement acquisition, bidding and construction administration services.

The Capital Budget includes \$250,000 in 2018 for the WWTP Post-Treatment Improvements Project #1701, which has been cancelled and replaced with the subject project. Funds budgeted for the cancelled project will instead be used for the subject project this year. Total estimated cost for the outfall sewer project is currently estimated at \$2 million. Most of that cost will be incurred during construction, which is anticipated in 2019. The Capital Budget will be updated this fall to reflect anticipated 2019 expenditures.

Recommended Action: Approve the professional services agreement with GRW in an amount not to exceed \$126,000.

• TriCo	MEMORANDUM	
STATE OF HIRING & BOONE - HAMILTON - MUNO	To: From: Date: Subject:	C&C Committee Wes Merkle June 29, 2018 Additional Service Area Southwest corner of 96th/Keystone

In the past month staff has performed inspections, reviewed available information and attended meetings with Carmel and property owners. Staff estimated the private sewer system requires nearly \$200,000 in repairs to meet current standards. Property owners were informed that if they connect to Utility sewers then they will be responsible for completing repairs at their own expense. The sewer system would remain privately owned with its force main connected to manhole SI-10 at 96<sup>th</sup> Street and Day Drive.

Staff proposed two alternatives: construct a low pressure system to service the area while abandoning the existing private system, and dedicate the private system to the Utility. A low pressure system would work similar to neighborhood sewer projects where the Utility owns and maintains the common main and each property owner owns and maintains their own grinder stations and laterals. At this time staff estimates this alternative could cost nearly \$180,000.

Under the second alternative the Utility would take ownership of the private system. The small lift station would be reconstructed to meet current standards for safety, serviceability and reliability. Repairs would also be completed. This could allow for elimination of nearby private lift stations and make service available to several unsewered and undeveloped properties. If equipment can be reused from the elimination of Lift Station 6, the second alternative is estimated to cost at least \$300,000.

Property owners are working with Carmel on a third alternative, which includes relocating the private force main to eliminate conflicts with road work and remaining connected to Carmel Utilities' system. At this time costs are unknown, as is the possibility that there is even room to relocate in right of way.

Property owners understood that the Utility is offering the option of connecting to Utility sewers provided that newly connected infrastructure meets Utility standards, and ratepayers will not bear the liability or expense for improvements to or deferred maintenance of the private system.

Property owners prefer the Utility take ownership of the private sewer system, despite the additional cost to them, in order to improve service and eliminate future unknowns and costs associated with the private system. Property owners requested the Utility also offer financing for the improvements, billing this cost monthly in addition to regular sewer rates.

The City of Carmel has requested the Utility allow immediate temporary connection of the private sewer system to Utility sewers. The private sewer system is in conflict with 96<sup>th</sup> Street road improvements. Connection to Utility sewers will allow road work to proceed as planned while permanent solutions are explored by the City of Carmel, property owners served by the private sewer system, and Utility staff. Staff recommends allowing temporary connection under the following conditions:

- 1. The private lift station, force main, gravity sewers and related infrastructure will remain privately owned, operated and maintained at property owners' expense.
- 2. Property owners and/or Carmel will, at their expense:
  - a. Relocate the private force main to discharge into Utility sanitary sewer manhole SI-10 at 96<sup>th</sup> Street and Day Drive
  - b. Install a new power service for the private lift station
  - c. Before making connection to Utility sewers, install a flow meter on the force main as specified by Utility staff
  - d. Maintain access to the private lift station at all times during and after road construction
  - e. Within 30 days complete repairs to the private system to eliminate inflow of storm water
- 3. While connected to Utility sewers, property owners will abide by all ordinances, policies and rates of Utility including prompt payment of rates. Monthly billing for sewer service will begin upon connection to Utility sewers.
- 4. Utility staff will monitor flows from the private system. In the event that peak hour flow during wet weather exceeds 3.5 times average daily flow in dry weather, property owners will immediately complete additional system repairs to remove inflow and infiltration from the private system.
- 5. Property owners will reimburse Utility for any and all costs incurred by Utility related to operation, maintenance, repair and/or replacement of the private sewer system while it is connected to Utility sewers, should property owners fail to act accordingly.
- 6. Carmel Utilities will grant to Utility additional capacity at its WWTP while the private system is connected to Utility sewers, in the amount of 26,296 gallons per day plus proportional increases to accommodate wet weather flows based on the aforementioned ratio of peak hour to average daily flow.
- 7. No new connections will be made to the private system without prior approval from the Utility and Carmel Utilities
- 8. Property owners will grant Utility right of entry for any infrastructure connected to Utility sewers
- 9. All parties will continue to work diligently to find a permanent solution for sewer service. Within 12 months of connection, if an agreement has not been reached to reconnect to Carmel Utilities sewers, then the private sewer system will remain permanently connected to Utility sewers and the private sewer system will continue to be subject to all policies, ordinances and rates of the Utility.

10. Should connection become permanent, Utility will execute a project to repair, rehabilitate or reconstruct the sewer system at Utility's sole discretion to bring the private sewer system to current standards and to meet the area's needs for sewer service. Property owners will dedicate to Utility ownership of any sewer system assets requested by Utility, in addition to any necessary easements, at no cost to Utility. Property owners will reimburse Utility for any and all costs incurred in establishing permanent sewer service, including aforementioned project costs, plus attorney fees, expenses, and interest related to recovery of costs incurred.