



TriCo Regional Sewer Utility

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Board of Trustees Meeting Agenda

Monday February 13, 2023 @ 6:00 p.m.

TriCo WRRF

7236 Mayflower Park Drive, Zionsville, IN 46077

- 1. Roll Call**
- 2. Public Comment**
- 3. Memorandum Approval**, Board Meeting January 9, 2023
- 4. Approval of Claims Docket**
- 5. Attorney's Report**
- 6. Utility Director's Report**
- 7. Committee Reports**
 - a. Budget & Finance Committee**
 - i. FOG Violations
 - ii. Citizens Water Agreement
 - iii. Stale Dated Checks
 - iv. IT Testing
 - b. Personnel & Benefits Committee**
 - c. Capital & Construction Committee**
 - i. Dedication
 - ii. #2208 Lift Station 16 Reconstruction
 1. Sewer Service Agreement
 2. Construction Contract Award
 3. Pumps
 4. Control Panel
- 8. Old Business**
 - a. Lineal Contracting Outstanding Invoice**
- 9. New Business**
- 10. Adjourn**



BOARD OF TRUSTEE MEETING

Monday January 9, 2023, 6:00 p.m.

Memorandum

Mr. Mills called the meeting to Order at 6:04 p.m.

ROLL CALL

Present: President Carl Mills, Vice President Jeff Kimbell, Treasurer Jane Merrill, Secretary Michael McDonald, members, Steve Pittman, Eric Hand, Chuck Ryerson, Amanda Foley, and Jeff Hill. Others in attendance were Utility Director Andrew Williams, Legal Counsel Anne Poindexter, Engineering Manager Wes Merkle, Controller Cindy Sheeks, Collections Superintendent Aaron Strong and Administrative Assistant Maggie Crediford

ELECTION OF OFFICERS

Mr. Kimbell made a motion to elect Carl Mills President, Jeff Kimbell Vice President, Jane Merrill Treasurer and Michael McDonald as Secretary. Mr. Pittman seconded the motion, and it was unanimously approved.

Mr. Kimbell made a motion to elect Eric Hand to be the at large member of the Executive Committee. Ms. Merrill seconded the motion, and it was unanimously approved.

Committee Assignments

Mr. Mills kept the Committees the same but added if anyone would like to sit on a different one to please reach out to him. Personal and Benefits Committee Chair Jeff Kimbell, Eric Hand, Chuck Ryerson, Budget and Finance Committee Chair Jane Merrill, Carl Mills, Michael McDonald, Capital and Construction Committee Chair Amanda Foley, Steve Pittman, and Jeff Hill.

PUBLIC COMMENT

There was no one present from the public.

APPROVAL OF MEETING MEMORANDUM

Ms. Merrill made a motion to approve the December 12, 2022, Board meeting memorandum. Mr. Pittman seconded the motion, and it was unanimously approved.

Ms. Merrill made a motion to approve the December 12, 2022, Executive Session meeting memorandum. Mr. Hill seconded the motion, and it was unanimously approved.

APPROVAL OF CLAIMS DOCKET

Mr. McDonald made a motion to approve the Claims Docket. Mr. Kimbell seconded the motion, and it was unanimously approved.

ATTORNEY'S REPORT

Mrs. Poindexter has been recognized in a magazine called Super Lawyers as a Super Lawyer in the utility field. Mrs. Poindexter noted that her work with Clay Township Regional Waste (now

TriCo) is what introduced her to working with utilities, and said she is very proud to continue working for this Utility. The Board congratulated her on this recognition.

CONFLICT OF INTEREST FORMS

Mrs. Poindexter explained that if any of the Board members have interest in entities that might conduct business within the sewer district, that needs to be disclosed each year as a possible conflict of interest, and if any business comes before the Board between the Utility and those entities the Board member would need to recuse themselves from voting. Mrs. Poindexter emphasized that disclosing a potential conflict will not have an adverse effect on a Board member but failing to do so would, so if there is any question in their minds, they should disclose it.

UTILITY DIRECTOR'S REPORT

Mr. Williams had emailed the 2023 Goals and Objectives to the Board members prior to the meeting, he asked that if anyone had any suggestions or additions to please let him know and he would update them.

Mr. Williams said staff is trying to schedule a 2023 Board Appreciation Dinner. Mr. Pittman is out the last two weeks of February, but it looks like most everyone else could attend on February 28, 2023. An official invite will go out when the dinner is scheduled.

Mr. Mills said when reading through the newsletter he noticed there had been a loss of power during the extremely cold weather and asked for an update. Mr. Strong said IPL lost power which affected the Lift Stations #2 and #24. Those stations ran on backup generators for four and a half hours. It was so cold that the backup batteries did not work. Staff has ordered an entire pallet of new batteries and are in the process of making sure all stations have new backup batteries to ensure optimal performance if there is another power outage. The loss of power and failure of the batteries is attributed to the extremely cold temperatures which are rare in this area. Mr. Strong said heating strips are also being added inside the control panel cabinets to help if temperatures reach these extremes in the future. Mr. Strong said not all the stations that have battery backups were lost, but the IPL stations were all affected and backup generators were needed.

COMMITTEE REPORTS

Budget & Finance Committee

Ms. Merrill said the Budget and Finance Committee did not meet.

Mr. Williams said staff is still waiting on plans from C&C Realty to mitigate their FOG Violations. Testing has resumed at the site and if there are further violations those will come before the Committee for discussion and further fines.

Personnel & Benefits Committee

Mr. Kimbell said the Personnel and Benefits Committee did not meet.

Capital & Construction Committee

Ms. Foley made a motion to accept the dedication of Albany Village and Carmel Science and Technology CS&T Block 10 Flex Space sanitary sewers. Ms. Merrill seconded the motion. Mr. Pittman recused himself, the motion was approved 8-0.

Ms. Foley made a motion to approve the purchase of a new control panel for Lift Station 8 from Shambaugh & Sons for \$69,475. Mr. Kimbell seconded the motion, and it was unanimously approved.

Ms. Foley made a motion to approve Change Order 3 to the WRRF Plant Expansion Construction Contract for a net credit of \$246,328.27 reducing the final contract amount to \$21,376,067.40. Mr. Hill seconded the motion. Mr. Merkle gave a presentation on the proposed change order for the plant project. Several Board members commended Staff and the Board members for being proactive and having this project come in under budget. The motion was unanimously approved.

NEW BUSINESS

Mr. Williams said TriCo had originally budgeted \$338,000 to replace the current camera truck. However, when staff investigated replacements, they decided that they would rather buy new equipment for the existing truck and keep the current camera equipment to use as a spare. Cameras need service often due to the harsh working environment.

Mr. Kimbell made a motion to award Eco Infrastructure Solution a purchase order in the amount of \$54,888 for a new RST Sewer Camera purchase. Mr. McDonald seconded the motion, and it was unanimously approved.

ADJOURNMENT

Mr. Hill made a motion to adjourn the meeting, Mr. McDonald seconded the motion. The meeting adjourned at 7:06 p.m.

The next Board of Trustees Meeting is scheduled for Monday, February 13, 2023, at 6:00 p.m.

Respectfully submitted,



Andrew Williams
Utility Director

Approved:

_____ as Presented

_____ as Amended

Michael McDonald, Secretary

Carl Mills, President

The TriCo Connection

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MONTHLY NEWSLETTER

FINANCIAL UPDATE– CINDY SHEEKS

In December 2022, total revenue was \$780,528. YTD revenue of \$8,261,977, 106.48% of the 2022 annual projections of \$7,759,350 and \$502,627 over projections. Residential income was \$443,799 during the month, and YTD was \$5,213,564 which is 101.23% of the budget, and \$63,564 higher than the annual projection. Commercial sales totaled \$201,622 in December 2022, and \$2,559,628 YTD which is 106.65% of the budget. It was \$159,628 higher than projections but \$93,748 lower than 2021. Residential sales accounted for 63.1% of the operating revenues and commercial was 30.98%. The Other Revenue category (late fees, application fees, plan review fees) was \$13,208 in December and is \$192,546 YTD, 120.34% of the budget. Other Income category (interest, gains on asset disposal, miscellaneous revenue) was \$121,898 during the month and \$296,238 YTD. It was 600.28% of the projected revenue. Total operating expenses were \$597,369 in December. YTD spending of \$6,122,812 was 105.49% of the 2022 Operating Budget of \$5,803,897 which is \$318,915 over the budget. A total of \$226,301 of the overage was in the salary and wages category from the mid-year salary adjustments. It is \$546,192 HIGHER than YTD expenses in 2021. Wages and benefits spending totaled \$270,485 during the month and YTD expenses are 109.14% of the annual budget. Administration spending was \$71,437 in December and YTD expenses of \$730,818 were 89.54% of the annual budget. Treatment costs totaled \$186,015 in December 2022 and YTD expenses are 110,20% of the annual budget. Collection costs totaled \$69,386 in December and YTD expenses total 97.06%.

Net income in December 2022 was \$40,905 after depreciation and amortization of CIAC. YTD it is \$1,095,961 and 187.37% of projections.

Spending Breakdown in 2022

Wages	44.21%
Administration	11.94%
Treatment Costs	34.04%
Collection Costs	9.80%

Interceptor fees collected in December were \$72,307 and YTD is \$377,255. EDU fees collected during December were \$516,376 and \$1,174,714 YTD.

Cash generated for December shows a decrease in all funds of \$93,258. Capital spending during the month totaled \$101,733. YTD Capital spending was \$2,732,430. The bond fund expenses in December were \$492 for plant expansion. Additional capital spending during the month included expenses chemical line replacement, plant security cameras, portable generators, LS 14 generator and control upgrades, LS 16 replacement. Cash on hand as of December 31, 2022, was \$12,923,776. The balances in the funds are listed below:

Operating	\$8,299,848
Interceptor	\$130,522
Plant Expansion	\$2,141,155
Operating Reserve	\$519,252
Reserve for Replacement	\$2,926
2020 Bond Funds	<u>\$1,830,042</u>
Total	\$12,923,776

One end of year transfer for \$490,000 was completed from Operating to Reserve for Replacement.

The Operating, Interceptor, Plant Expansion and Reserve for Replacement funds increased \$298,105 since January 1, 2022. Bond construction fund spending during 2022 was \$1,127,637.

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Calendar of Events

February 13	Board Meeting	6:00 p.m.
February 22	P&B Meeting	7:30 a.m.
February 24	B&F Meeting	7:30 a.m.
March 6	C&C Meeting	4:30 p.m.

ENGINEERING & CONSTRUCTION - WES MERKLE

Staff completed 264 locates, 14 I&I inspections and 22 lateral inspections in January. There were no failed I&I inspections. 1,236 locate requests were received and reviewed. Brandon completed lateral and I&I inspections and Nate completed locates. Locate and inspection workloads were lighter, which is normal for this time of the year. Brandon continued data entry of older lateral inspections into our new asset management system. Nate continued collecting GPS data on force mains and low pressure mains where tree coverage inhibits signal quality in warmer months of the year.

Eric inspected sewer installation at Steadman Apartments and began inspection at Lift Station #8. He continues to monitor punch list and warranty work at numerous other projects. He is also installing updated labels and adding new marker posts for force mains and manholes in unimproved areas. Jeff began preparing flow models for several sewer mains in the Meridian Corridor, which incorporates as built data, EDU data, consumption data in billing, and past flow metering efforts. Ryan and Wes will assist. The goal of this effort is to confirm available capacity for “densification” in these areas under Carmel’s new comprehensive plan. Ryan reviewed plans for the College Avenue Boulevard project including two new roundabouts, Highlands Latin School, Union Woodlands and the future Lift Station #28, and several commercial projects. He continues coursework for IWEA’s Leadership Development Institute. Wes is looking at service options for Union Township.

Lykins started construction at Lift Station #8. Pyramid started construction at Lift Station 1, which includes new wet well piping, pump installation, and wet well lining. Upon completion at Lift Station 1 they will move to Lift Station 21. Ryan and Wes had a preconstruction meeting with TPI for the Lift Station 26 parallel force main project along Spring Mill Road. Work is expected to begin in April. Generator delivery for Lift Stations #11, #14 and #26 is anticipated this spring; Barth will complete the installation of new generators at those stations as well as all new electrical gear and control panel at Lift Station #14.

Ryan and Wes conducted a prebid meeting for the Lift Station #16 replacement project and coordinated scope of work and scheduling with the site development team. The site should be available to our construction contractor this spring after the developer completes earthwork and access roads. Bids for construction were February 8th. Staff received quotes for new pumps, control panel, and variable frequency drives. Lift Station 16 final plans and specifications were completed; public bidding is underway.

COLLECTIONS UPDATE- AARON STRONG

Carter is off to a great start on the this years televising with 21,077 feet of sewer televised in the month of January. Our focus this year is on the food service corridor located along Michigan Road that contributes flow to Basins #10 & #11. The SL-RAT acoustic inspection program has lightened his televising load and will be deployed in select residential areas of Basins #14 & #17.

Yearly manhole inspections have begun with 196 manholes inspected year to date. Dan and Tristin will once again champion this program and create correction action tasks as they work through the nearly 2,000 manholes. Collections will collaborate with Engineering staff to inspect the Utility's array of 400 Low Pressure Force Main valves and flushing stations. These detailed inspections will identify buried valves, verify accessibility, and create a standardized field identification system to assist crews in the event of an emergency.

The rehab work at Lift Station #1 requires a complete bypass of our the station. Using TriCo's portable pumps, Staff has setup this bypass and overseen this critical operation to ensure there are no overflows. The bypass is monitored remotely to ensure crews have adequate time to rectify any failures. The scope of the project includes new discharge piping, base elbows and lining of the nearly 40-year-old structure. New wet weather pumps will be installed by the contractor with startup expected to be completed in the coming week.

Pump #2 at Lift Station #10 suffered a seal failure and was rebuilt by Staff. This was on a repurposed pump that originally served as a RAS pump located at the WRRF. Lift station #10 is slated to get a complete overhaul, including new pumps, in 2024.

Staff is currently rectifying a failed fan bearing on the Biorem odor control unit at Lift Station #2 and a damaged cedar gate located at Lift Station #26.

Staff responded to eight customer assistance calls in January with no issues attributed to the Utility's infrastructure.



Bypass pumps at Lift Station 1



Installing Discharge Pipe Lift Station 1

SAFETY UPDATE - LOREN PRANGE

No injuries were reported this month and we are at 368 days without a loss time accident.

Loren, Scot, and Maggie attended the monthly IWEA Safety Committee meeting.

Calibration of the Pretreatment building gas sensors was completed.

Maggie conducted two Tailgate Training sessions for the field staff. The January 10 topics included Cold Weather PPE and Inclement Weather Defensive Driving. The January 31 topics included general PPE and "Avoiding Distractions and Not Creating Them", and 811-Call Before You Dig.

Maggie worked with the field staff to make sure their safety backpacks and vehicles are fully stocked with PPE and replacing any expired items. All TriCo vehicles have been equipped with new first aid kits.

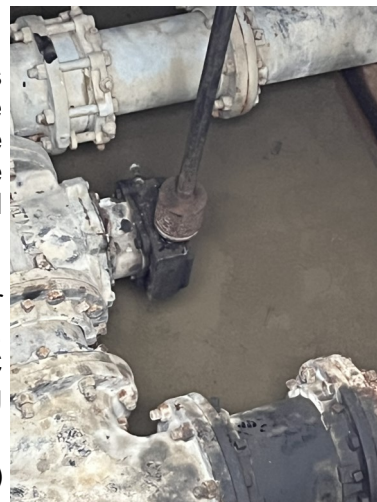
PLANT UPDATE- SCOT WATKINS

Bob has been working with Vidhatri Iyer, a University High School student, regarding her research on nanoplastic pollution. Bob submitted the research for an IWEA Digester article and an EPA President's Environmental Youth Award. Following an article in the Hamilton County Reporter, Wish-TV 8 produced a piece televised at TriCo's office featuring Vidhatri and Bob.

Plant staff assisted in replacing a gearbox on a plug valve that failed (right). This valve is used daily to transfer biosolids from tank to tank. A new chemical line was run underground and tied into our existing system to prevent freezing. The new skid steer had a bad fuse box; this was replaced under warranty by the dealer. BL Anderson replaced a level sensor display, this was also replaced under warranty.

One hundred and fifteen pump-outs have been logged and accounted for over 46,000 gallons of FOG being prevented from entering the system this month. Thirty-three inspections were completed. Staff continues to work with C&C Realty, Ritz Charles, and Saint Mary Saint Mark to rectify their ongoing Pretreatment issues. Three FOG violations were issued this month.

The laboratory performed 434 CBOD5 tests, 279 Total Suspended Solids (TSS) tests, 200 Phosphorus & Ammonia tests, and 51 Total Nitrogen tests. Monthly Method Detection Limit studies were completed on TSS, Phosphorus, and Ammonia. The lab muffle furnace which is used to run the Total Solids and Volatile Solids (TS/VS) failed; a new unit was ordered and set up within a week. Staff attended the IWEA Wastewater Challenge, Laboratory, and TriCo Open House Committee meetings.



Birthdays

Cody Cain February 5

Bob Roudebush February 16

Cindy Sheeks February 29

Anniversaries

Brian Vaughn February 10 2 Years of Service

Robb Mendoza February 14 1 year of Service

			TriCo Regional Sewer Utility			
			Register of Claims			
			For the period 1/6/2023-02/28/2023			
Payment date	Check number	Bank name	Payee name	Amount	Amount Allowed	Description
2/8/2023	18738	Operating	Carmel Utilities	\$1,046.40	\$1,046.40	January billing
2/8/2023	18739	Operating	Carmel Welding	\$791.15	\$791.15	Plow repai
2/8/2023	18740	Operating	Commonwealth Engineers, Inc	\$1,380.05	\$1,380.05	CIP-Proj 2202 LS 8
2/8/2023	18741	Operating	Dell Marketing L.P.	\$2.00	\$2.00	Short pay on inv
2/8/2023	18742	Operating	Donohue	\$4,200.00	\$4,200.00	Plant R & M and LS R & M
2/8/2023	18742	Operating	Donohue	\$1,780.00	\$1,780.00	CIP-Proj 2202 LS 8 Control Panel
2/8/2023	18742	Operating	Donohue	\$10,080.00	\$10,080.00	Plant R & M/LS R & M
2/8/2023	18743	Operating	Doxim	\$6,440.73	\$6,440.73	Postage
2/8/2023	18743	Operating	Doxim	\$4,673.74	\$4,673.74	Mailing
2/8/2023	18744	Operating	Eco Infrastructure Solutions, In	\$1,479.66	\$1,479.66	Televising
2/8/2023	18745	Operating	Environmental Resource Assoc	\$686.45	\$686.45	Sewer sampling
2/8/2023	18746	Operating	Faco Waterworks, LLC	\$525.00	\$525.00	Plant R & M
2/8/2023	18746	Operating	Faco Waterworks, LLC	\$525.00	\$525.00	Plant R & M
2/8/2023	18747	Operating	Fastenal Company	\$830.40	\$830.40	Safety materials
2/8/2023	18747	Operating	Fastenal Company	\$237.26	\$237.26	Safety materials
2/8/2023	18748	Operating	Fluid Waste Services, Inc.	\$840.00	\$840.00	LS R & M
2/8/2023	18748	Operating	Fluid Waste Services, Inc.	\$3,085.00	\$3,085.00	LS R & M
2/8/2023	18748	Operating	Fluid Waste Services, Inc.	\$1,750.00	\$1,750.00	LS R & M
2/8/2023	18749	Operating	Grainger	\$137.20	\$137.20	Plant R & M
2/8/2023	18749	Operating	Grainger	\$714.86	\$714.86	Safety materials
2/8/2023	18749	Operating	Grainger	\$17.60	\$17.60	Plant R & M
2/8/2023	18750	Operating	Huntington Insurance, Inc	\$1,060.00	\$1,060.00	Bond - Mills
2/8/2023	18750	Operating	Huntington Insurance, Inc	\$1,024.00	\$1,024.00	Bond - Williams
2/8/2023	18750	Operating	Huntington Insurance, Inc	\$1,138.00	\$1,138.00	Bond-Sheeks
2/8/2023	18750	Operating	Huntington Insurance, Inc	\$921.00	\$921.00	Bond-Kimbell
2/8/2023	18750	Operating	Huntington Insurance, Inc	\$921.00	\$921.00	Bond-Merrill
2/8/2023	18750	Operating	Huntington Insurance, Inc	\$921.00	\$921.00	Bond-McDonald
2/8/2023	18751	Operating	InfoSense, Inc	\$995.00	\$995.00	Manhole R & M
2/8/2023	18752	Operating	IT Indianapolis/Core	\$4,090.00	\$4,090.00	Forticare
2/8/2023	18752	Operating	IT Indianapolis/Core	\$10,206.96	\$10,206.96	Monthly fee
2/8/2023	18752	Operating	IT Indianapolis/Core	\$1,016.04	\$1,016.04	Azure
2/8/2023	18753	Operating	IUPPS	\$1,321.45	\$1,321.45	Monthly tickets
2/8/2023	18754	Operating	KOORSEN FIRE & SECURITY	\$30.00	\$30.00	Quarterly fire alarm cell monitoring
2/8/2023	18754	Operating	KOORSEN FIRE & SECURITY	\$2,700.88	\$2,700.88	Software update
2/8/2023	18755	Operating	Maco Press	\$2,028.43	\$2,028.43	Billing insert - Valentine's Day
2/8/2023	18755	Operating	Maco Press	\$204.47	\$204.47	LRMA Booklets
2/8/2023	18756	Operating	Merrell Brothers, Inc.	\$19,309.32	\$19,309.32	Biosolid disposal
2/8/2023	18757	Operating	Mission Mechanical	\$761.56	\$761.56	Plant R & M
2/8/2023	18758	Operating	Nalco Water Pretreatment Solu	\$104.40	\$104.40	Sewer sampling
2/8/2023	18758	Operating	Nalco Water Pretreatment Solu	\$204.30	\$204.30	Sewer sampling
2/8/2023	18759	Operating	Office Depot	\$638.34	\$638.34	Office supplies
2/8/2023	18759	Operating	Office Depot	\$36.98	\$36.98	Office supplies
2/8/2023	18760	Operating	Office Pride	\$2,165.00	\$2,165.00	Office Services
2/8/2023	18761	Operating	Pace Analytical Services LLC	\$389.00	\$389.00	Sewer sampling
2/8/2023	18761	Operating	Pace Analytical Services LLC	\$276.00	\$276.00	Sewer sampling
2/8/2023	18761	Operating	Pace Analytical Services LLC	\$249.78	\$249.78	Sewer sampling
2/8/2023	18761	Operating	Pace Analytical Services LLC	\$299.30	\$299.30	Sewer sampling
2/8/2023	18762	Operating	Paymentus Group, Inc.	\$29.95	\$29.95	NSF Fees
2/8/2023	18763	Operating	PFM Truck & Car Care Center	\$451.39	\$451.39	2015 F-550 PM
2/8/2023	18763	Operating	PFM Truck & Car Care Center	\$1,360.96	\$1,360.96	2011 F-150 Brakes
2/8/2023	18763	Operating	PFM Truck & Car Care Center	\$1,137.15	\$1,137.15	2013 F-150 Turn signal repair
2/8/2023	18763	Operating	PFM Truck & Car Care Center	\$67.21	\$67.21	2019 Ram Promaster PM
2/8/2023	18764	Operating	Quench USA, Inc.	\$103.95	\$103.95	Water
2/8/2023	18765	Operating	Safety Plus, Inc.	\$1,188.00	\$1,188.00	SafetyPlusWeb
2/8/2023	18767	Operating	Simplifile	\$30.00	\$30.00	Filing fees
2/8/2023	18768	Operating	Straeffer Pump & Supply, Inc.	\$2,514.72	\$2,514.72	Plant R & M
2/8/2023	18769	Operating	Taylor Oil Company, Inc.	\$2,293.83	\$2,293.83	Fuel
2/8/2023	18769	Operating	Taylor Oil Company, Inc.	\$3,324.57	\$3,324.57	Fuel
2/8/2023	18771	Operating	Utility Supply Company	\$3,000.00	\$3,000.00	CIP-LPFM Valve Maintenance
2/8/2023	18772	Operating	WEF	\$220.00	\$220.00	Membership dues
2/8/2023	18773	Operating	White's Ace Hardware-Carmel	\$17.95	\$17.95	Auto fuse
2/8/2023	18773	Operating	White's Ace Hardware-Carmel	\$229.40	\$229.40	Fasteners
2/8/2023	18774	Operating	Zionsville Park & Recreation D	\$250.00	\$250.00	Creek Week Sponsor
2/8/2023	18775	Operating	Zionsville Park & Recreation D	\$250.00	\$250.00	Greenweek
2/8/2023	18776	Operating	CNC Excavating	\$8,925.00	\$8,925.00	Clear Northern Interceptor Easement

			TriCo Regional Sewer Utility			
			Register of Claims			
			For the period 1/6/2023-02/28/2023			
Payment date	Check number	Bank name	Payee name	Amount	Amount Allowed	Description
2/1/2023	2023050	Operating	Globe Life	\$58.72	\$58.72	EE Deductions
2/1/2023	2023051	Operating	Jive Communications, Inc	\$764.53	\$764.53	Telephone service
2/7/2023	2023052	Operating	Republic Services #761	\$697.78	\$697.78	Trash
2/8/2023	2023053	Operating	Travelers	\$102,633.00	\$102,633.00	2023 Renewal
				\$863,775.72	\$863,775.72	
ALLOWANCE OF CLAIMS						
We have examined the claims listed on the foregoing Register of Claims, consisting of 3 pages, and except for claims not allowed as shown on the register, such claims are hereby allowed in the total amount of						
			\$863,775.72			

Docket Report Information

For the period 1/6/2023-02/28/2023

Clp-Proj 2208 LS 16	\$4,200.00
CIP-Proj 2201	\$1,320.00
CIP-Proj 2202 LS 8 Control Panel	\$3,160.05
CIP-LPFM Valve Maintenance	\$3,000.00
CIP- LS 2 pump 3 replacement R4R	\$14,085.95
CIP-LS 1 Pump replacement	\$148.00
CIP-Proj 1902	\$52,887.40
	\$78,801.40

District Insurance	\$38,498.33
Carmel Utilities	\$84,124.13
2023 Insurance Renewal	\$102,633.00
Other Expenses	\$559,718.86
Total Claims	\$863,775.72

Selected Statistics 2023	January	2023 Monthly Average	2023 YTD	2022 Total Through January
Maintenance Information				
Lateral Inspections	14	14	14	26
Certified I&I Inspections	22	22	22	10
Failed I&I Inspections	0	0	0	0
Sewer Locates	264	264	264	219
Manholes Added	27	27	27	9
Total # of Manholes	6,084	N/A	6,084	6,011
Manholes Inspected	196	196	196	0
Feet of Sewer Added	12,063	12,063	12,063	0
Total Footage of Sewers	1,752,882	N/A	1,752,882	1,740,817
Feet of Sewer Televised	21,077	21,077	21,077	19,395
Acoustic Sewer Inspection	0	0	0	0
Feet of Sewer Cleaned	0	0	0	345
Overflows	0	0	0	0
Feet of LPFM Cleaned	0	0	0	0
LS 1 to Carmel Utilities				
Rainfall/Precipitation (inches)	3.68	3.68	3.68	1.11
Total Flow (gallons)	34,878,787	34,878,787	34,878,787	54,400,461
Max Daily Flow (gallons)	1,415,109	N/A	1,415,109	2,356,132
Average Daily Flow (gallons)	1,125,122	1,125,122	N/A	N/A
Min Daily Flow (gallons)	973,743	N/A	973,743	1,469,900
TriCo WRRF				
Total Flow (gallons)	88,091,000	88,091,000	88,091,000	89,980,000
Max Daily Flow (gallons)	3,598,000	N/A	3,598,000	3,659,000
Average Daily Flow (gallons)	2,841,600	2,841,600	N/A	N/A
Min Daily Flow (gallons)	2,416,000	N/A	2,416,000	2,206,000
Total Flow to Both Plants	122,969,787	10,247,482	122,969,787	144,380,461
Biosolids Handling (gals)				
Wasted (Biosolids)	1,332,000	1,332,000	1,332,000	869,200
Dewatered	528,700	528,700	528,700	170,000
Digested Sludge Withdrawn	1,667,000	1,667,000	1,667,000	695,000
Customer Information			16,427	
New Sewer Service Accounts	12	12	12	27
Permits Issued	12	12	12	24



JOINT BUDGET & FINANCE COMMITTEE AND BOARD OF TRUSTEES MEETING

Friday, January 27, 2023, at 7:30 a.m.

Memorandum

Ms. Merrill called the meeting to order at 7:33 a.m.

Members Present: Committee Chair Jane Merrill, members Michael McDonald and Carl Mills. Others in attendance were Legal Counsel Scott Wyatt, Controller Cindy Sheeks, Engineering Manager Wes Merkle, Pretreatment Coordinator Shaun Odom, and Administrative Assistant Maggie Crediford.

PUBLIC COMMENT

There was no one present from the public.

FINANCIAL STATEMENTS

The Committee had no questions for Ms. Sheeks. Mr. McDonald noted that projections for residential and commercial revenues came in close to budget for 2022. Ms. Sheeks said staff will not be asking the committee for a transfer resolution this year. The funds ended with positive balances.

STALE DATED CHECKS

Ms. Sheeks said the stale dated checks are refund checks that have not been cashed in two years. The State of Indiana says outstanding checks can be voided if not cashed within two years. The Committee will recommend the Board voids the proposed stale dated checks from 2020.

CITIZENS WATER AGREEMENT

Ms. Sheeks said TriCo purchases water reads monthly from Carmel and Citizens Water. Citizens has not been consistent with their billing over the years. They have had several staff changes. Someone new has been hired and is working towards a more consistent billing process. Citizens is proposing \$250 a month to purchase the commercial water usage reads, as well as the two-yearly reads needed to do balanced billing for residential customers. Ms. Sheeks said the fee is reasonable. The Committee will recommend the Board approve the proposed Citizens Water Agreement.

Mr. Wyatt said that Mrs. Poindexter reviewed the contract and had a couple suggestions. In the informational paragraph they refer to TriCo as a "Unit". Technically TriCo is not a Unit, but it is referring to TriCo as a Unit in the body of the agreement and probably doesn't need to be changed. Mrs. Poindexter had a question about fee increases at the end of page one where they have 30 days to give notice of a fee increase but TriCo can only terminate the agreement with 60 days written notice. Ms. Sheeks said the reads are needed and TriCo would not be terminating the agreement and she is comfortable with those terms. Under paragraph 14 Poindexter, Altman and Wyatt should be included in

copies sent. In Exhibit A under statement of work, it says TriCo needs to submit questions to Citizens within two business days. Mrs. Poindexter wanted to know if that is reasonable. Ms. Sheeks said it is, and noted, Citizens made an adjustment for TriCo to reflect that commercial reads are purchased monthly while residential reads are purchased twice a year. The Committee will recommend the Board approve the Citizens Water Agreement.

FOG ORDINANCE VIOLATION

Mr. Odom said sampling has been reinstated for C&C Realty and Jacquie's Café. Reed Carlson owner of C&C Realty has pushed the onus to remedy the problem back to Jacquie's Café. There was an agreement for them to provide TriCo with weekly updates and those were only provided when Mr. Odom requested them. They have had lots of appointments, proposals, and quotes from plumbers, but no work has been done to fix the issue. Jacquie had a plumber on site this week. Mr. Odom stopped and explained to the plumber what TriCo needs regarding FOG removal. While speaking with the plumber Mr. Carlson showed up and began telling the plumber what they need to do even though the plumber was hired by Jacquie to assess the issue. There is a dispute between Jacquie and C&C Realty about responsibility for the plumbing lines, in her lease it says Jacquie is, but other lines from other buildings on the property may have been tied into her line causing questions about responsibility. Mr. Odom has explained to Jacquie and C&C Realty that those issues must be resolved by them, and TriCo's only interest in the matter is the amount of FOG being distributed into TriCo's sewer main. How they decide to remedy the issue is out of TriCo's scope. Billing and fines are assessed to the property and its owner per the FOG Ordinance as they are the owner of the private sewer line that is discharging into TriCo's collection system.

Samplings resumed this past week, and the property has violated two more times. The first sample came in at 294 mg per liter, TriCo's limit is 150 mg per liter, and the second sample came in at 264 mg per liter and was their sixth sample violation. Four violations and beyond must be brought before the Board to discuss fine assessments and amounts. The last fine they received was for \$2,500 which was originally held in abeyance and then released for payment after further violations. To date the bill for the property and the fine are both paid in full.

The Committee thanked Mr. Odom for all his work on this issue and commended him for keeping on top of the situation. The Committee will recommend the Board discuss and potentially assess additional fines to C&C Realty for the latest violations to the FOG Ordinance.

OTHER BUSINESS

Mr. McDonald presented a tool he used to assess TriCo's website cyber security health and asked that it be shared with Mr. Watkins and Mr. Williams and added to the Board meeting Agenda for February. Ms. Crediford will give them the report and ask them to respond to Mr. McDonald's questions at the February 13, 2023, Board meeting.

Ms. Crediford asked the Committee if they have a preference on moving the November 2023 meeting date as if falls on a Utility Holiday. The Committee decided to move that meeting to the first Friday in December 2023.

ADJOURNMENT

The meeting adjourned at 8:14 a.m.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Cindy Sheeks".

Cindy Sheeks
Controller



MEMORANDUM

To: Board of Trustees

From: Shaun Odom, Pretreatment Coordinator

Date: February 8, 2023

Subject: C&C Realty Violation

A sampling violation occurred on September 27, 2022 and required Board Review. At the October 28, 2022, Budget and Finance Committee meeting, all information on this facility was reviewed. Based on this review, the Committee recommended to the Board that a \$2500 fee be issued but, it was to be held in abeyance and weekly updates were to be provided by C&C Realty until repairs had been completed and no other violations occurred. The required next steps by C&C Realty were not met and the \$2500 fee was issued and paid in full by C&C Realty. After 90 days of insufficient progress, sampling resumed.

The fats, oil and grease (Hexane Extractable Material) found in the sample taken January 10, 2023, was 293 mg/L. This is almost double the allowable limit of 150 mg/L as stated in the Sewer Use Ordinance.

As required in the Sewer Use Ordinance (SUO), violations are accruable during a rolling, 18-month period and the January 10, 2023 violation requires Board Review for Enforcement Action. The B&F Committee discussed this matter at their January 27, 2023 meeting and will recommend the Board discuss and potentially assess additional fines to C&C Realty for the latest violations to the FOG Ordinance.

Post the B&F Meeting, the results of a sample taken January 26, 2023 were returned showing a reading of 264 mg/L. This is in violation of the SUO.

TriCo received an email communication on January 24, 2023 from William Wilson at Paragon Realty that stated C&C Realty has once again placed the responsibility of having this repair/correction completed with their tenant (Jacquie's Café).

Jacquie's Café notified TriCo on February 2, 2023, that a contracted plumber was on the property trying to verify the verbal information that C&C Realty had provided to her. She was unsure if the information she was given from C&C Realty regarding the needed repairs was accurate. Jacquie is currently looking to have all the current interior interceptors replaced with larger, more efficient devices.

During this time, C&C Realty properties continues to discharge sanitary waste into TriCo's manhole MR-47 that is significantly over the specified limit on Fats, Oil, and Grease.

RECOMMENDATION: Staff recommends another fee be imposed on C&C Realty.



MEMORANDUM

To: Board of Trustees

From: Shaun Odom, Pretreatment Coordinator

Date: January 30, 2023

Subject: Valvoline Instant Oil Change Violation

On approximately October 18, 2022, TriCo staff found the Valvoline Instant Oil Change facility was delinquent on their oil/water separator cleaning. TriCo staff immediately attempted to contact the facility manager, Mike Sheppard but was unsuccessful. After several days of trying to contact the store manager via phone calls and physical site visits, staff reached out to the service provider on record (Heritage Crystal Clean). TriCo was notified that Heritage was unable to complete the needed service at this time due to the non-payment of previous services. Allen Hedeem with Crystal Clean said he would try to contact them and get the service performed. After numerous attempts by both parties to contact a responsible party at Valvoline being unsuccessful, the first NOV was issued.

- November 16, 2022 - First Notice of Violation and \$100 fee was issued. (Bill & Fee were paid 12/9/2022)
- December 7, 2022 – Second Notice of Violation and \$200 fee was issued. (Bill & Fee were paid 1/11/2023)
- January 25, 2023 – Third Notice of Violation and \$400 fee was issued but Staff failed to send fee to Billing.
- January 30, 2023 - Third Notice of Violation and \$400 fee was again issued.

Between each of these Violations, TriCo staff made numerous attempts to contact the store manager as well as several calls to the corporate office where we were told “The Area Manager will be in contact with you within 48 hours” but no contact has been made. This Violation is now being brought before the Board for violation fee amount and enforcement action as Section 11.2 of the Sewer Use Ordinance reads:

11.2 Violation of Cleaning Schedule for Grease Traps, Interceptors, or Oil-Water Separators:

1st Violation	NOV with a \$100 fee and 24 hours to clean the device
2nd Violation	NOV with a \$200 fee and 24 hours to clean the device
3rd Violation	NOV with a \$400 fee and 24 hours to clean the device
4th Violation	NOV and Board review for enforcement

RECOMMENDATION: The previous service provided by Heritage was at a cost of \$1331.00. Staff recommends that the Board issue a violation fee equal to or greater than the cost of the service provided. This will avoid the facility being able to “save money” by paying the violation issued vs paying for another service.



MEMORANDUM

To: Board of Trustees, Anne Poindexter,

Drew Williams

From: Cindy Sheeks

Date: 1/24/2023

Subject: Agreement with Citizens Energy Group

TriCo Regional Sewer Utility uses monthly water reads from Carmel Utilities and Citizens Energy Group to accurately bill residential and commercial customers for sewer services. We received an email 2 weeks ago from Citizens altering us to their desire to update the agreement and standardized the expectations. Attached are the agreements for review.

Good Afternoon Shelly,

You may recall I communicated with you, or one of your co-workers, in November 2021 about contracted services between Citizens Energy Group and Trico. I appreciate your patience as Citizens has worked through the contract review process on our side.

Citizens is seeking to update all our Outside Service Provider contracts to memorialize the current process along with creating some standard expectations of both Citizens and the sewer provider. Attached you will find the contract we have created along with the Statement of Work and Exhibits. I understand you may not be the correct party to review and/or sign the contract. Please forward this to the correct person within your organization.

We are looking to have the contract executed within the next few weeks. Please reach out to me or our paralegal, Jamie Burks, with any questions you may have.

Penny M. Helton
Manager of Billing and Receivables Management



2020 N Meridian Street
Indianapolis, IN 46202
phone/fax: 317.927.4309
phelton@citizensenergygroup.com

Recommended Action: Approve the Citizens Energy Agreement

WATER USAGE INFORMATION AGREEMENT

This WATER USAGE INFORMATION AGREEMENT ("Agreement") is made and entered into as of _____, 2023, (the "Effective Date") by the Board of Directors for Utilities of the Department of Public Utilities for the City of Indianapolis d/b/a Citizens Energy Group ("Citizens"), and Trico Regional Sewer Utility (hereinafter "Utility").

RECITALS:

WHEREAS, Citizens' water utility provides water service to customers in the Utility, and through meter readings and estimates collects certain water usage and customer information for its billing purposes; and

WHEREAS, the Utility provides sanitary sewer service to customers in the Utility, and has established charges for such service based upon customer water usage; and

WHEREAS, the Utility has requested that Citizens provide water usage and certain customer information that the Utility can use to compute and bill its sewer charges; and

WHEREAS, Citizens is willing to provide such information in exchange for payment by the Utility; and

WHEREAS, Citizens and the Utility desire to enter into an agreement containing specific terms and conditions of providing the water usage and customer information.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Citizens and the Utility agree as follows:

1. **SERVICES TO BE PROVIDED.** During the Term (as defined below), Citizens will perform those services ("Services") set forth in Exhibit A (the "Statement of Work"), which is attached hereto and incorporated herein by reference.

2. **OBLIGATIONS OF UTILITY.** During the Term of this Agreement, the Utility shall perform those obligations set forth in the Statement of Work.

3. **FEES AND INVOICING.**

Meter Reading Fee. The Utility shall pay Citizens fifty-five cents per meter read, inclusive of both actual and estimated meter reads, or two-hundred fifty dollars (\$250) per month, whichever is more.

Fee Increase. Citizens may increase the Meter Reading Fee at the beginning of any subsequent calendar year, so long as written notice of the new fee is provided to the Utility at least thirty (30) days prior to the end of the current calendar year.

Additional Services. Under this Agreement, Citizens is only obligated to perform the Services; provided, however, Citizens may provide additional services (“Additional Services”) subject to additional fees and other terms mutually agreed on in writing by the parties.

Invoicing and Payment. Citizens will invoice the Utility on a monthly basis and payments shall be made by the Utility within thirty (30) days after receipt of the invoice. Should the Utility be in breach of its payment obligations as defined in this Agreement, Citizens’ obligation to perform the Services, including the delivery of the information under this Agreement, shall cease until such amounts are paid in full. The Utility’s obligation to pay all fees accrued during the term of the Agreement continues after termination of the Agreement.

4. TERM. The initial term of this Agreement shall begin on the Effective Date and shall end at the conclusion of the first full calendar year after the calendar year in which the Effective Date occurs. The Agreement may be continued for subsequent 1-year terms by mutual agreement of the parties.

5. TERMINATION. This Agreement may be terminated by either party at the end of any term as provided in Paragraph 1 above. In addition, either party may terminate this Agreement in the event of a default by the other party, provided the non-breaching party has provided sixty (60) days prior written notice of the default to the breaching party, and provided that the default has not been cured within the 60-day period following receipt of such notice. Citizens may terminate this Agreement upon thirty (30) days written notice if any payment by the Utility shall be overdue by at least 30 days and the Utility shall not cure its default within the 30-day period following receipt of such notice. Either party may terminate the agreement at any time for convenience with a 60-day written notice.

6. CONFIDENTIALITY. The Utility agrees that all of the information it obtains from Citizens shall be used only for the purpose of computing and billing the Utility’s sewer charges, and that it shall limit the disclosure of the information to only those officers, employees, and agents who need the information for such purpose. The Utility agrees to keep the information confidential and shall not disclose, provide or sell the information to any person, third party, firm, corporation or entity, except as required by Indiana Statute including Public Access or Open Door Laws. The confidentiality provision will survive the termination of this Agreement with respect to any information provided during the time the Agreement was in effect.

7. COMMISSION NOTICE AND COMPLAINT REQUIREMENTS. All

Commission notice and complaint procedures that apply to customer rights to utility service from a regulated utility, shall not apply to actions or inactions by Citizens pursuant to the Agreement or Citizens' election to enter into the Agreement. All notice, complaint procedures and administrative consumer remedies, to the extent that they may exist or be alleged to exist, shall be the responsibility of the Utility. The Utility acknowledges, agrees, and understands that Citizens will provide accurate meter reads to the best of its ability, but in the event inaccurate reads do occur, those reads will be addressed through the Monthly Adjustment Report. The parties acknowledge and agree that Citizens is acting as an independent contractor in the provision of Services under this Agreement.

8. INDEMNIFICATION AND LIMITS OF LIABILITY. To the extent allowed by law, the Utility agrees to indemnify, defend, and hold harmless Citizens, its parents, subsidiaries, affiliated and related corporations, companies, partnerships and entities and/or their former, present, and future partners, directors, managers, officers, employees, attorneys, agents, representatives, successors and/or assigns from and against any and all claims, complaints or causes of action asserted by the Utility's customers and/or other third parties, including attorneys' fees and expenses, concerning the Services or the data or other information that Citizens has made available to the Utility in accordance with this Agreement including, but not limited to, claims that sewer bills were based on estimates that do not reflect actual usage. The indemnification provision will survive the termination of this Agreement with respect to any actions taken during the time the Agreement was in effect.

In the event that Citizens is found to have any liability under this Agreement, the liability of Citizens shall be limited to and shall not exceed the amount of the Meter Fees paid in the calendar year that the claim giving rise to the liability occurred.

9. FORCE MAJEURE. Citizens' actions required under this Agreement shall be excused due to matters beyond its control, including but not limited to employee work stoppages, strikes, inclement weather, or emergencies requiring utilization of manpower of resources elsewhere.

10. SUCCESSORS AND ASSIGNS. Citizens and the Utility agree that this Agreement shall be binding upon and inure to benefit of their respective successors and assigns. However, the Utility shall not assign this Agreement without the prior written consent of Citizens.

11. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding between the Parties and fully supersedes any prior agreements or understandings between the Parties relating to the subject matter set forth herein.

12. AMENDMENT. Neither this Agreement, nor any term hereof, may be amended, changed, modified, altered or waived except in writing executed by both the Utility and Citizens.

13. AUTHORITY OF PARTIES. Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required. Upon execution of the Agreement, the Utility shall designate a representative to whom all inquiries from Citizens should be directed and decisions of that individual shall be final and binding on the Utility.

14. NOTICES. All notices and other communications between Citizens and the Utility under this Agreement (collectively, "Notices") shall be given in writing to the addresses set forth below:

Citizens: Director of Billing and Customer Services
Citizens Energy Group
2020 North Meridian Street
Indianapolis, IN 46202

With Copy to: Legal Department
2020 North Meridian Street
Indianapolis, Indiana 46202

Utility: Trico Regional Sewer Utility
7236 Mayflower Park Drive
Zionsville, IN 46077

With Copy to: Altman, Poindexter & Wyatt, LLC
90 Executive Drive Suite G
Carmel, IN 46032

15. CONSTRUCTION. The headings or captions in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

16. GOVERNING LAW. To the extent a dispute arises between Citizens and the Utility involving enforcement of this Agreement, such dispute shall be governed by the laws of the State of Indiana applicable to contracts made and performed entirely in Indiana, without regard to any principles of conflicts of law. Suit, if any, shall be brought in Marion County, Indiana.

17. INCORPORATION OF RECITALS. The Recitals are hereby incorporated into

this Agreement.

18. COUNTERPARTS. This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

CITIZENS ENERGY GROUP

TriCo Regional Sewer Utility

Printed Name: _____

Printed Name: Andrew Williams

Signature: _____

Signature: _____

Title: _____

Title: Utility Director _____

WATER USAGE INFORMATION AGREEMENT

EXHIBIT A – STATEMENT OF WORK

Citizens and Unit agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth within the Water Usage Data Agreement between Citizens and Unit dated _____ (the "Agreement"), which is incorporated by reference herein.

1. Description of Project. The Project which is covered by this Statement of Work is described as follows:

Unit acknowledges and understands that Citizens will provide certain customer information, actual or estimated meter readings (to the extent they are available at the time reports are issued) for water usage to the Unit for its billing purposes for sanitary sewer customers in exchange for payment by the Unit.

2. Citizens' Scope of Services. The Services to be performed by Citizens under this Statement of Work includes all of the following:

- Once a month, based on Citizens' operating schedule for water reads in mutual service territory of the parties, Citizens will provide the five following Excel reports ("Reports") in forms attached hereto as Exhibit B and incorporated herein by reference.
 - Monthly Readings Report for commercial customers
 - Readings Report for residential customers to capture November and April usage
 - Monthly Adjustments Report
 - New Taps Set Report
 - Meter Changes Report
 - Move-in Move-out Report
- Citizens will disclose the dates that Reports will be provided to the Unit no later than December 1 for the following calendar year.
- Reports will be emailed together to the email addresses provided to Citizens.
- Reports will be delivered as they are produced. Any modifications to the report (special font, formatting, sorting, conversion to gallons, etc.) shall be performed by the Unit.
- Citizens will respond to questions from the Unit received in accordance with the requirements below within two business days by providing answers in the spreadsheet.

3. Unit Obligations. The services to be performed by the Unit under this Statement of Work includes the following:

- The Unit shall review reports and submit questions to Citizens within two business days of receipt of reports. Unit shall submit its questions using the Excel spreadsheet form attached hereto and incorporated herein by reference as Exhibit C.
- The Unit shall handle all customer communications regarding the implementation of this Agreement or any actions that are taken pursuant to this Agreement. Communications from customers to Citizens regarding the Unit's billings will be referred and directed to the Unit.

Citizens:

By: _____

Title: _____

Unit:

TriCo Regional Sewer Utility

By: _____

Title: Utility Director



MEMORANDUM

**To: Board of Trustees Committee, Drew Williams,
Anne Poindexter**

From: Cindy Sheeks

Date: 2/7/2023

Subject: Void stale dated checks

Per the State Board of accounts, the Utility may void state dated checks if they remain uncashed on December 31 two years after issue date. Below is the list of checks to void totaling \$1,218.77.

Payment date	Check	Bank name	Payee name	Invoice amount
1/8/2020	14013	Operating	Saib Othman	\$34.61
1/8/2020	14016	Operating	Radhamma Giriappa	\$17.58
3/10/2020	14288	Operating	Rob Messner	\$353.58
3/31/2020	14319	Operating	Richard Sceniak or Galina Alkhutova	\$11.99
4/30/2020	14432	Operating	John Hancock	\$7.44
4/30/2020	14451	Operating	Jiawen Chen	\$19.91
4/30/2020	14454	Operating	Roger Brunette	\$10.17
6/15/2020	14605	Operating	Scott R Heger	\$26.61
6/15/2020	14606	Operating	Kai Xiao	\$82.33
6/15/2020	14617	Operating	Meia Clark	\$38.29
6/15/2020	14618	Operating	Michelle McDonald	\$213.77
7/7/2020	14660	Operating	Tasia Bade	\$22.60
7/30/2020	14750	Operating	Ravi Sekhar	\$26.28
9/22/2020	14981	Operating	Russell Wilcox	\$77.01
9/30/2020	14998	Operating	Joseph M or Jenn Matura	\$43.48
9/30/2020	15005	Operating	Gail or Glenn Pennycook	\$26.20
9/30/2020	15014	Operating	Laura Schmidt	\$22.60
9/30/2020	15025	Operating	William or Ileana Monts De Oca	\$34.09
10/30/2020	15138	Operating	Jeffrey Martin	\$30.00
10/30/2020	15141	Operating	Stan J Hollingsworth	\$30.00
10/30/2020	15150	Operating	Gavin Hart	\$31.27
10/30/2020	15156	Operating	Chanda Mundil	\$33.47
11/30/2020	15251	Operating	James Richardson	\$25.49
				\$1,218.77

Recommended Board Action: Void the outstanding refund checks



MEMORANDUM

To: Board of Trustees
From: Wes Merkle
Date: February 8, 2023
Subject: Dedications

Reserve at Springmill Section 2 sanitary sewers are complete and ready for dedication. Staff recommends acceptance of these sewers.

Recommended Action: Accept the dedication of Reserve at Springmill Section 2 sanitary sewers.



MEMORANDUM

To: Board of Trustees

From: Wes Merkle

Date: February 8, 2023

**Subject: #2208 Lift Station 16
Construction Contract Award**

This project includes reconstructing the subject lift station on the west side of Michigan Road and south of Sycamore/116th Street. This project will upsize Lift Station 16 for build-out flows and accommodate the proposed large development at Sycamore and Michigan Road.

The following bids were received for the subject project:

Clark Excavating & Utility	\$1,317,373
Dotlich Contracting, Inc.	\$1,312,624
Lykins Contracting, LLC	\$1,288,220
Millennium Contractors, LLC	\$1,498,000
Ottenweller Contracting, LLC	\$1,052,892

Ottenweller was the lowest responsive and responsible bidder.

Wet well lining and a wood privacy fence were included as bid alternates. The existing lift station exhibits little to no deterioration after 27 years of service, suggesting wet well lining provides nominal benefit for this location. The development team intends to upgrade the wood privacy fence to a brick or stone wall to match nearby construction on site, which can be done after completion of lift station construction. Staff recommends declining both alternates.

The 2023 Capital Budget included \$1,150,000 overall for this project. To date approximately \$50,000 has been spent on engineering services. Staff separately recommends purchasing a new control panel (\$68,990), pumps (\$108,307), and variable frequency drives (\$23,500), leaving approximately \$900,000 for construction. Design engineer GRW's estimate for the work is \$742,900.

Recommended Action: Award the Lift Station 16 Replacement construction contract to Ottenweller Contracting, LLC for \$1,052,892.



MEMORANDUM

To: Board of Trustees

From: Wes Merkle

Date: February 8, 2023

**Subject: #2208 Lift Stations 16 Reconstruction
Sewer Service Agreement**

This project includes reconstructing the subject lift station on the west side of Michigan Road and south of Sycamore/116th Street. This project will be constructed simultaneously with The Farm, which is a large development on the same site at Sycamore and Michigan Road.

TriCo uses these agreements with developers where a capital projects will be intertwined with a development project. Our primary goal in this case is to agree on who will do what and when to drive successful completion of both projects, and manage our risk accordingly. Staff worked extensively with design engineer GRW, prospective bidders for construction, the development team, and legal counsel to reach an agreement.

The draft Sewer Service Agreement is attached.

Recommended Action: Approve the Sewer Service Agreement with Pittman Investors, LCC and The Farm at Zionsville Propco, LLC.

SEWER SERVICE AGREEMENT

This AGREEMENT, made and entered into as of the date of execution by the last party signatory hereto (hereinafter referred to as "Effective Date") by and among TRICO REGIONAL SEWER UTILITY, a political subdivision and municipal corporation organized and existing under the laws of the State of Indiana ("TriCo"), PITTMAN INVESTORS, LLC, an Indiana limited liability company ("Commercial Developer"), and THE FARM AT ZIONSVILLE PROPCO, LLC, an Indiana limited liability company ("Multifamily Developer").

WITNESSETH THAT:

WHEREAS, TriCo is organized for the purpose of designing, constructing and operating sanitary sewers and related facilities to collect, convey, treat and dispose of wastewater from residences, businesses, industries and institutions located within the boundaries of the TriCo service area; and

WHEREAS, Commercial Developer owns approximately 31.04 acres of real estate in Boone County, Indiana, generally located at the southwest corner of Michigan Road and Sycamore Street in Zionsville, but more particularly described in Exhibit A attached hereto, on which Commercial Developer proposes to construct future commercial buildings (the "Commercial Development"); and

WHEREAS, Multifamily Developer owns approximately 10.38 acres of real estate in Boone County, Indiana, generally located at the southwest corner of Michigan Road and Sycamore Street in Zionsville, but more particularly described in Exhibit B attached hereto, on which Multifamily Developer proposes to construct an apartment complex of approximately 400 units (collectively, the "Multifamily Development"); and

WHEREAS, PIMF, LLC, an Indiana limited liability company and affiliate of Commercial Developer (the "Common Area Owner"), owns approximately 6.71 acres of real estate in Boone County, Indiana, generally located at the southwest corner of Michigan Road and Sycamore Street in Zionsville, but more particularly described in Exhibit C attached hereto, on which Multifamily Developer is constructing certain common facilities to serve the Commercial Development and the Multifamily Development (collectively, the "Common Area Development", and together with the Commercial Development and the Multifamily Development, collectively, "The Farm"); and

WHEREAS, Commercial Developer and Multifamily Developer have requested that TriCo provide sewage disposal service to The Farm which is within the service area of TriCo, and TriCo is willing to do so upon the terms and conditions set forth herein; and

WHEREAS, in order to make sewage disposal service available to and within the entirety of The Farm, it is necessary for TriCo to design and construct a new lift station, force main and gravity sewers on a site within The Farm.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, TriCo, Commercial Developer, and Multifamily Developer agree as follows:

1. The Project. The design, construction and installation of the lift station, force main and gravity sewers connecting the new lift station to the existing lift station located east of Michigan Road shall hereinafter be referred to as the "LS Project". TriCo shall prepare plans and specifications for the LS Project and submit the same to Commercial Developer and Multifamily Developer for review. Any portion of the LS Project consisting of above grade improvements and landscaping, including without limitation, the enclosures for the lift station, shall be subject to the prior written approval of the Commercial Developer. The plans and specifications for the LS Project which have been reviewed and approved by the Commercial Developer pursuant this Section shall be referred to herein as the "Approved Plans." Multifamily Developer has prepared plans and specifications dated 1/12/2023 for the Multifamily Development and the Common Area Development, which shall include a gravity sewer system connecting new buildings within The Farm to the LS Project, in addition to earthwork, drainage, roadways, utilities, buildings, and any other improvements to be included in the development of The Multifamily Development and the Common Area Development, and shall submit the same to TriCo for review. TriCo, Commercial Developers, and Multifamily Developer agree to coordinate design, permitting, bidding and construction activities for the LS Project and The Farm.

2. Easements. As required in any case, the LS Project shall be constructed and installed in accordance with the Approved Plans. All sewer infrastructure is to be owned and operated by TriCo, including sewer infrastructure constructed by Commercial Developer or Multifamily Developer which shall be dedicated to TriCo upon completion. Sewer infrastructure installed by TriCo for the LS Project shall be installed within public rights-of-way, easements granted to TriCo, or on real estate owned by or to be conveyed to TriCo. Sewer infrastructure installed by Commercial Developer and/or Multifamily Developer for The Farm shall be installed within easements granted to TriCo on the easement form attached hereto as Exhibit D, with such changes as are reasonably acceptable to TriCo. Easements shall be provided by Commercial Developer or Multifamily Developer, as applicable, within thirty (30) days of TriCo's acceptance of the completion of any sewer infrastructure by Commercial Developer or Multifamily Developer, as applicable. Commercial Developer shall cause the Common Area Owner to grant any easements to TriCo for sewer infrastructure located within the Common Area Development. The new lift station shall be placed in a mutually acceptable location within The Farm offering minimal impact to Commercial Developer's goals. Commercial Developer shall grant to TriCo necessary easements upon a parcel containing the new lift station included with the LS Project, and in exchange TriCo shall install gravity sewers connecting The Farm to existing sewer infrastructure across Michigan Road, at no cost to any parties hereunder.

3. Permits and Licenses. Prior to constructing the LS Project and The Farm, TriCo, Commercial Developer, and Multifamily Developer respectively shall obtain all permits and licenses required by any governmental authorities or municipal corporations. TriCo

shall assist Commercial Developer and Multifamily Developer in obtaining said permits and licenses from governmental authorities or municipal corporations where necessary, by joining with Commercial Developer and/or Multifamily Developer, as applicable, in any application for a permit or license, where said permits or licenses relate to sanitary sewer service. Commercial Developer and Multifamily Developer shall comply with all TriCo ordinances and policies for plan review, permitting, inspection, system development fees rates and usage ordinarily included in similar land development activity.

4. Project Costs. TriCo shall be responsible for all costs to complete the LS Project and Commercial Developer and/or Multifamily Developer shall be responsible for all costs to complete The Farm. TriCo shall be responsible for the LS Project sewer-related construction and operational activities within its direct control.

5. Project Timing. Multifamily Developer plans to begin earthwork and grading on or about March 10, 2023. TriCo plans to award the LS Project construction contract on or about February 13, 2023. By May 15, 2023, Multifamily Developer shall stockpile up to 5,000 cubic yards of suitable fill material from The Farm to LS Project site (the "Lift Station Area"), and install erosion control measures by both Commercial Developer and Multifamily Developers, all as shown on the Phase 1 construction documents dated January 12, 2023 (the "Phase I Plans"), at which time the Lift Station Area shall become available to TriCo's contractor for lift station, gravity sewer and force main installation pending final coordination with Shiel Sexton Co., Inc., Commercial Developer's and Multifamily Developer's construction manager for the "site package 2". TriCo shall then construct new lift station, gravity sewer and force main, and complete proposed rough grading between the proposed lift station and Michigan Road with stockpiled fill, in accordance with Approved Plans. The area between the Lift Station Area and Michigan Road and south of the access road (also referred to as "future bank parcel" shall be available to TriCo's contractor for project related storage, laydown, and parking, provided that upon completion the site is returned to the condition it was found.

Trico shall work with Duke Energy to provide 3-phase power service to the site by September 1, 2023. Developer shall assist Trico and Duke Energy in coordinating this work and providing power service to the new lift station.

Trico is responsible for overall erosion control device installation and maintenance necessary to complete its work including any jurisdictional required performance or maintenance bonds. TriCo contractor shall add and maintain devices necessary to complete lift station, gravity sewer and force main installation. TriCo contractor shall install seeding over areas it disturbs during the LS Project construction and remove erosion control devices it installed upon The Farm promptly following completion of the LS Project construction. Trico shall proportionally participate in the maintenance of the construction entrance, and be solely responsible for keeping adjacent roads free from dirt and mud from their equipment as required by the jurisdictions.

The LS Project construction shall be complete by November 17, 2023.

TriCo, Commercial Developer, and Multifamily Developer, and their vendors acknowledge their activities at the site may overlap from time to time. All parties must work together in good faith for the successful completion of the LS Project and The Farm. TriCo, Commercial Developer, and Multifamily Developer shall each be allowed additional time to complete the LS Project where preceding milestone dates noted herein cannot be met, with additional consideration for inclement weather should construction activities be pushed into winter months. Provided all parties regularly communicate and coordinate planned work activities, and all parties promptly communicate the discovery and impact of adverse or differing site conditions and delayed activities, no party shall be liable to another for delays not within their direct control.

6. Security and Aesthetics. Upon completion of the LS Project by TriCo and final grading of the Multifamily Development by Multifamily Developer, either (a) TriCo shall install a privacy fence with locking gate enclosing the lift station, or (b) Commercial Developer shall install a brick or block wall with locking gate enclosing the lift station. Either option shall be constructed of materials, quality and appearance consistent with proposed accessory structures within The Farm. Commercial Developer shall determine (a) or (b); if (b) is selected, TriCo shall reimburse Commercial Developer for the cost of (a) in an amount bid by LS Project contractor upon completion of the wall and gate, and said wall and gate must be complete within 6 months of LS Project completion. Upon completion of (a) or (b), the fence or wall and gate shall be maintained by TriCo. Upon completion of (a) or (b), TriCo shall install and maintain a landscaping bed with a row of evergreen trees along the east, north, and west sides of the lift station pursuant to the Approved Plans.

7. Odor Control. Any time after completion of the lift station if during its normal operation, it is determined by TriCo, Commercial Developer, or Multifamily Developer that the lift station is causing unpleasant odors, TriCo shall install at its own cost and expense odor control devices designed to eliminate said odors.

8. Indemnification.

A. TriCo agrees to indemnify, defend, and hold harmless Commercial Developer and Multifamily Developer from and against any and all claims arising from any breach or default in the performance of any obligation on its part to be performed under the terms of this Agreement, or arising from any negligence of it, or any of its agents, contractors or employees, and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

B. Commercial Developer agrees to indemnify, defend, and hold harmless TriCo from and against any and all claims arising from any breach or default in the performance of any obligation on its part to be performed under the terms of this Agreement, or arising from any negligence of it, or any of its agents, contractors or employees, and from and against all costs, reasonable attorneys' fees, expenses and

liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

C. Multifamily Developer agrees to indemnify, defend, and hold harmless TriCo from and against any and all claims arising from any breach or default in the performance of any obligation on its part to be performed under the terms of this Agreement, or arising from any negligence of it, or any of its agents, contractors or employees, and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

D. Notwithstanding the foregoing, each party shall not have any obligation hereunder to any indemnified party with respect to matters caused by or resulting from the failure of such indemnified party to act in accordance with this Agreement or the willful misconduct or gross negligence of such indemnified party.

The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. TriCo and its contractors shall procure and maintain for the benefit of Commercial Developer and Multifamily Developer, during the term of this Agreement and the performance of the LS Project, a policy or policies of commercial general liability insurance in an amount not less than \$2,000,000.00 per occurrence and \$2,000,000 aggregate, naming Commercial Developer and Multifamily Developer as additional insureds. The limits of said insurance shall not, however, limit the liability of TriCo hereunder.

B. Commercial Developer and its contractors shall procure and maintain for the benefit of TriCo and Multifamily Developer, during the term of this Agreement and the performance of the Commercial Development, a policy or policies of commercial general liability insurance in an amount not less than \$2,000,000.00 per occurrence and \$2,000,000 aggregate, naming TriCo and Multifamily Developer as additional insureds. The limits of said insurance shall not, however, limit the liability of Commercial Developer hereunder.

C. Multifamily Developer and its contractors shall procure and maintain for the benefit of TriCo and Commercial Developer, during the term of this Agreement and the performance of the Multifamily Development and/or the Common Area Development, a policy or policies of commercial general liability insurance in an amount not less than \$2,000,000.00 per occurrence and \$2,000,000 aggregate, naming TriCo and Commercial Developer as additional insureds. The limits of said insurance shall not, however, limit the liability of Multifamily Developer hereunder.

D. TriCo, Commercial Developer, and Multifamily Developer each hereby waive any and all rights of recovery against the other, or against the officers, employees,

agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage.

10. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personally delivered. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice address of the parties are as follows:

Trico: TriCo Regional Sewer Utility
7236 Mayflower Park Drive
Zionsville, Indiana 46077
Attention: Wes Merkle

Commercial Developer: Pittman Investors, LLC
P.O. Box 554
Carmel, Indiana 46082
Attention: Steve Pittman

Multifamily Developer: The Farm at Zionsville Propco, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, Indiana 46240
Attn: David Duncan

11. Miscellaneous.

(a) This Agreement shall at all times be construed and interpreted to be consistent with the rights, powers and duties of TriCo under the laws of the State of Indiana, applicable rules and regulations of the United States Environmental Protection Agency, Indiana Department of Environmental Management, and the ordinances, rules, regulations and policies of TriCo.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, personal representatives and assigns (to the extent not inconsistent herewith). This Agreement shall neither be assigned by Developer nor TriCo without the written consent of the non-assigning party, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) No amendment or modification of this Agreement shall be effective unless contained in a written document executed by the parties hereto (or their successors, personal representatives or assigns).

(d) Failure of either party hereto to insist upon strict performance of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.

(e) In the event any provision of this Agreement is declared unlawful or unenforceable by a Court of competent jurisdiction the remaining provisions of this Agreement shall remain in full force and effect.

(f) In the event of any controversy, claim or dispute between the parties arising out of or related to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses in connection with such controversy, claim or dispute. However, prior to either party filing suit, the parties shall participate in pre-suit mediation.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates set forth below.

TRICO:

TRICO REGIONAL SEWER UTILITY

Date: _____

By: _____

Carl Mills, President

Attest: _____

Michael McDonald, Secretary

COMMERCIAL DEVELOPER:

PITTMAN INVESTORS, LLC,
an Indiana limited liability company

Date: _____

By: _____

Printed: _____

Title: _____

MULTIFAMILY DEVELOPER:

THE FARM AT ZIONSVILLE PROPCO, LLC,
an Indiana limited liability company

By: THE FARM AT ZIONSVILLE JV, LLC,
its sole Member

By: SP ZIONSVILLE, LLC, its Manager

Date: _____

By: _____

Marc D. Pfleging, Manager



MEMORANDUM

To: Board of Trustees

From: Wes Merkle

Date: February 8, 2023

Subject: #2208 Lift Stations 16 Reconstruction Pumps

Capital project #2208 includes reconstructing Lift Stations 16. Staff desires to procure major equipment directly rather than through a construction contract to avoid delays as well as secure better pricing and service. New pumps are sized for buildout capacity of this lift station.

The following quotes were received for new pumps at Lift Station 16:

Flygt (Xylem Water Solutions USA, Inc.)	\$108,307
Grundfos (American Pump Repair & Service, Inc.)	\$83,883

Both manufacturers have good reputations. KSB was also considered, however they did not have a fit hydraulically for this specific application. TriCo has long preferred Flygt pumps for consistency in stocking spare parts and staff familiarity with maintenance and repair. We have had Grundfos pumps in our collection system since 2021. In this case the Flygt option is much more efficient. Over the 20 year anticipated useful life of the pumps, using current electric rates, Grundfos pumps will consume approximately \$257,000 in power; Flygt pumps will consume approximately \$184,000. Staff therefore recommends Flygt.

Delivery is anticipated in 5 months which meets the construction schedule. The overall budget for this project is \$1,150,000.

Recommended Action: Approve purchasing replacement pumps from Xylem Water Solutions USA, Inc. for \$108,307.



MEMORANDUM

To: Board of Trustees
From: Wes Merkle
Date: February 8, 2023
Subject: #2208 Lift Station 16 Reconstruction Control Panel

The Lift Station 16 Reconstruction project includes a new control panel to be procured by TriCo and installed by the construction contractor. Donohue Associates designed the new control panel. The following quotes were received to build the control panel:

Shambaugh & Sons, LP	\$68,990
Complete Controls, Inc.	\$76,890
Toric Engineering	\$72,804

Delivery is anticipated in under six months, which fits into the construction contractor's work schedule.

Recommended Action: Approve purchasing new control panel from Shambaugh & Sons for \$68,990.