



# TriCo Regional Sewer Utility

---

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

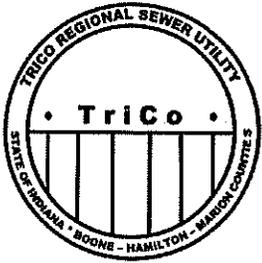
## Board of Trustees Meeting Agenda

Monday, March 8, 2021 @ 6:00 p.m.

TriCo WRRF

7236 Mayflower Park Drive, Zionsville, IN 46077

1. Roll Call
2. Public Comment
3. IWEA Award Presentation
4. Approval of the Board Meeting Memorandum for February 8, 2021
5. Approval of Claims Docket
6. Attorney's Report
7. Utility Director's Report
8. Committee Reports
  - a. Budget & Finance Committee
    - i. Hach Software Agreement
    - ii. Harris Computer Systems Software Agreement
  - b. Personnel & Benefits Committee
  - c. Capital & Construction Committee
9. Old Business
10. New Business
  - a. Strategic Planning Introduction
11. Adjourn



## BOARD OF TRUSTEE MEETING

---

Monday February 8, 2021 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 Steve Pitman, Treasurer Jane Merrill, Secretary Michael McDonald, members, Amanda Foley, Jeff Kimbell, Eric Hand, Chuck Ryerson. Others in attendance were Utility Director Andrew Williams, Legal Counsel Scott Wyatt, Engineering Manager Wes Merkle, Controller Cindy Sheeks and Administrative Assistant Maggie Crediford.

Member Jeff Hill attended via phone.

### **Public Comment**

There was no one present from the public.

### **IWEA/WEF Awards**

Mr. Williams said he has not received the awards. The item was moved to the March 8, 2021 agenda.

### **January 11, 2021 Board Meeting Memorandum Approval**

Mr. Mills commented that under the Election of Officers the "s" was left off the end of his last name. Mr. Kimbell made a motion to approve the January 11, 2021 meeting memorandum. Ms. Merrill seconded the motion, and it was unanimously approved.

### **Appointment of At-Large Member to the Executive Committee**

Mr. McDonald made a motion to nominate Mr. Hand for the At-Large Member to the Executive Committee. Mr. Kimbell seconded the motion, and it was unanimously approved.

### **Approval of Claims Docket**

Ms. Sheeks said January was a big month for spending from the plant expansion and outfall sewer projects. Mr. McDonald made a motion to approve the claims docket. Mr. Hand seconded the motion, and it was unanimously approved.

### **Attorney's Report**

Mr. Wyatt had nothing to report.

### **Utility Director's Report**

Mr. Williams has meetings set up with a strategic planning consultant. A small Utility Director's committee will work with the consultant. The results of the findings will be brought back to the Board at a future planning session.

TriCo hired a gentleman with 23 years of experience to fill the position left by Joe Hood, who moved to Florida. The new employee has experience in water, sewer and electric. He received a higher employment offer from the City of Jamestown but chose to come work at TriCo.

Mr. Merkle is working on outstanding items in the new office. The Utility needs to work with an interior decorator and Mr. Merkle is working on getting the acoustical issues addressed.

Mr. McDonald asked about the second candidate Mr. Williams was interested in hiring and considering creating a position for. Mr. Williams said after discussing it with the managers there is not a current need to create a new full-time position. Since the staff is all in the same building now, the managers would like to first work on sharing resources before another position is created. Mr. Williams will contact the candidate if a position becomes available.

### **Committee Reports**

#### **Budget & Finance Committee**

##### **Transfer from the Plant Expansion Fund to Interceptor Fund**

Ms. Merrill made a motion to approve Resolution 02.08.21, a temporary transfer of funds from the Plant Expansion Fund to the Interceptor Fund. Mr. McDonald seconded the motion, and it was unanimously approved.

##### **Void Stale Dated Checks**

Ms. Merrill made a motion to void 14 stale dated checks from 2018 that have never been cashed. Mr. McDonald seconded the motion, and it was unanimously approved.

Mr. Hand asked if the Utility is subject to unclaimed funds. Ms. Sheeks said this action from the Board will resolve issues regarding unclaimed funds. If any of these customers come to the Utility and request these refunds be issued, the Utility can reissue a check at that time if the outstanding checks are voided.

#### **Personnel & Benefits Committee**

Mr. Kimbell said the Personnel and Benefits Committee met but has no action items for the Board. He added that the Committee discussed the Pandemic PTO Policy and decided no new action would be recommended to the Board at this time, but it can be reevaluated if a need arises.

#### **Capital & Construction Committee**

##### **Dedications: Carmel Medical Arts Pavilion sanitary sewers**

Mr. Pittman made a motion to accept the dedication of the Carmel Medical Arts Pavilion sanitary sewers. Mr. Hill seconded the motion, and it was unanimously approved.

##### **Little Eagle Creek Interceptor Extension Professional Services Agreement**

Mr. Pittman made a motion to approve the professional services agreement with GRW in an amount not to exceed \$116,375. Ms. Foley seconded the motion, and it was

unanimously approved.

**Long Brook, Bridlewood, and Countrywood Sewer Design Professional Services Agreement**

Mr. Pittman made a motion to approve the professional services agreement with GRW in an amount not to exceed \$59,150. Ms. Foley seconded the motion, and it was unanimously approved.

Ms. Merrill asked if Mr. Wyatt would have a better timeline on how long condemnation and eminent domain proceedings would take should they be needed to acquire easements per the discussion at the Capital and Construction meeting. Mr. Merkle explained the need to acquire easements for a sewer extension project, and how he anticipates challenges from some of the property owners. Mr. Wyatt said when condemnation is initiated the first step is a hearing in front of a judge for the appointment of appraisers to value the property. Many hearings are being held virtually during the pandemic depending on where the case is filed. Once a complaint is filed Mr. Wyatt would hope that the matter would be before a judge within 45-60 days to name the appraisers. Once the appraisers are named then there is a wait for their reports to be filed. Once the appraiser reports are filed TriCo can pay those funds into the Clerk's office and take possession of the property. The property owner can then decide if they want to accept the money or challenge the amount of damages. The total time was estimated to be around six months. Mr. Wyatt suggested the Utility reach out to property owners with an offer to purchase the easements with a strict response date and if the timeline is not met then it could be turned over to legal counsel.

**Old Business**

Mr. Pittman asked staff to look at permit activity over the past several years and compare those numbers to how many permits staff had projected. Then provide the Board with a report to help with future estimations.

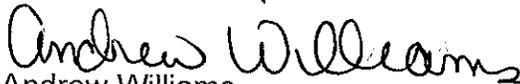
Mr. McDonald asked Mr. Merkle to share information discussed at the Capital and Construction meeting regarding cost and quality issues he is having with Thieneman in relation to the Plant Expansion project. Mr. Merkle gave the Board an overview of the discussion he had with the C&C Committee regarding these issues.

**Adjournment**

Mr. Hand made a motion to adjourn the meeting. Mr. Pittman seconded the motion and the meeting adjourned at 6:38 p.m.

The next Board of Trustees Meeting is scheduled for Monday, March 8, 2020 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

Volume 15 Issue 3 March 2021

## MONTHLY NEWSLETTER

### FINANCIAL UPDATE- CINDY SHEEKS

In January 2021, the Total Revenue was \$627,913 which is \$9,794 below the projected revenue of \$637,707. Commercial sales totaled \$174,163 which is \$17,837 lower than budget. January and February are historically the lowest months in commercial revenue sales. It was 7.26% of the annual projected budget. Residential sales totaled \$417,893.62 in January and was slightly under budget by \$3,772. YTD, residential sales totaled 8.26% of the annual budget. The Other Revenue totaled \$18,365 and was 15.99% over the monthly budget. The Other Income sales were above projections in January by \$9,284 for a total of \$17,492. Overall, January revenue was 1.54% under the monthly budget due to commercial sales being lower than expected. January total collections were 8.10% of the annual income budget of \$7,748,500.

Total operating expenses were \$493,833.64 in January which is 2.87% over the monthly budget of \$480,059 and 8.58% of the annual budget of \$5,753,081. Wages and benefits spending totaled \$217,955.67 and was over budget by \$3,721 during the month and 9.23% of the annual budget. TriCo's contributions to employee health savings accounts was \$26,954.76 in January. It included the \$1,000 seed money to each employee with a HSA account. Administration spending was \$60,654.65 in January and under the monthly budget by \$5,970. YTD spending is 7.59% of annual budget. Treatment costs totaled \$170,917 which was over the monthly budget by \$5,916 and YTD spending is 8.61% of the annual budget. Collection costs totaled \$44,307 in January which was \$10,106 over budget and YTD is 7.3% of the annual budget. January's operating expenses of \$493,834 are 8.58% of annual budget of \$5,753,081.

Net income in January was \$9,749 after depreciation and amortization of CIAC and was under projections by \$53,654. Lower commercial sales and high employee costs (health saving contributions) are the 2 main factors in the lower income. Depreciation was estimated in January due to a software upgrade and may result in a revised net income figure.

Spending Breakdown in January:

Wages	44.14%
Administration	12.28%
Treatment Costs	34.61%
Collection Costs	8.97%

Cash generated for January shows a decrease in all funds of \$1,506,718. Capital spending in January totaled \$1,732,621. The bond fund expenses in January were \$672,235 for plant expansion. Other spending during the month included the administration office construction, neighborhood sewers, IT servers, plant repairs, and Haver Way. Cash on hand as of January 31, 2021 was \$17,920,983. The balances in the funds are listed below:

Operating	\$5,127,268
Interceptor	\$-364,414
Plant Expansion	\$3,255,453
Operating Reserve	\$519,252
Reserve for Replacement	\$582,015
2020 Bond Funds	<u>\$8,801,409</u>
Total	\$17,920,983

The Operating, Interceptor, Plant Expansion and Reserve for Replacement funds decreased \$834,483 since January 1, 2021. \$834,483 since January 1, 2021.

#### In This Issue

Financial Update	1
Construction & Engineering	2
Office & Plant Construction	2
Collections	3
Safety Update	4
Treatment	4
Birthdays & Anniversaries	4

#### Calendar of Events

March 8	Board Meeting	6:00 p.m.
March 24	P&B Meeting	7:30 a.m.
March 26	B&F Meeting	7:30 a.m.
April 5	C&C Meeting	4:30 p.m.

## ENGINEERING & CONSTRUCTION - WES MERKLE

Staff completed 384 locates, 26 I&I inspections and 26 lateral inspections in February. There were no failed I&I inspections. A total of 1,023 locate requests were received and reviewed. Brandon assisted Nate with locates. He also assisted plant staff by working the lab. Tone wire repairs continue. Winter weather slowed construction activity in our service area, including our own capital projects, which allowed us to catch up on paperwork. Jeff observed construction on the Outfall Sewer project. He also started updating EDU statistics and reviewing our ability to service Union Township by extending existing gravity sewers. Eric observed construction at Troy Estates and followed up on multiple projects requiring punch list work and warranty repairs. Ryan observed construction on the Haver Way lift station and sewer reconstruction project. He continued to drive or assist with multiple repairs initiatives. A number of private development projects continue to move forward. Staff held design kickoff meetings for the Little Eagle Creek Interceptor Extension project and the final neighborhood sewer extension project.

## PLANT EXPANSION PROJECT UPDATE - WES MERKLE

In the pretreatment building crews are installing two new screens and a new compactor/conveyor. The east channel flume is installed. Both east and middle channels received a new coating system to protect the concrete against deterioration from heavy hydrogen sulfide exposure. Work on the grit structure continued. Hydrostatic testing and gate installation/troubleshooting continued in the VLRs. Crews continued assembling rotors and support structure framing. Process pipe installation continued in the new RAS-WAS pump building. Electrical work continued with wiring for the main switch board, installing conduit and controls for the new blowers, and wiring new equipment in the Pretreatment building. Work on the UV structure continues. Startup for the new screens, compactor, and UV equipment is planned for March.

## Strategic Planning Process

Mr. David Clegg with CEO Partners has been hired to assist with the strategic planning process. He will attend the March Board meeting to provide an overview of the process. I thought it would be helpful to review our Purpose, Core Value, Mission and Vision statements.

### Our Purpose

To provide effective and efficient sanitary service to our customer base in an environmentally sensitive manner.

### Our Core Values

Integrity  
Responsibility  
Community Focus  
Environmental Stewardship

### Our Mission is to provide high quality, cost-effective sanitary sewer service to our community:

By providing equipment and facilities that are safe, environmentally sound, and up-to-date.  
By maintaining a professional work force that performs job responsibilities in a professional manner.  
By continuously evaluating and improving structures, systems and best practices.  
By diligently collaborating with community planners, utilities, developers and the public.

### Our Vision is to become a model regional utility:

By acting with integrity.  
By being responsible in all fiscal matters.  
By protecting the environment, in all instances.  
By providing a balance of Service & Accountability to all Stakeholders.  
By acting in an equitable and reasonable manner, at all times and with all Stakeholders.

## COLLECTIONS – AARON STRONG

The Collections Staff welcomed the newest member of our team, Brian Vaughn, who comes to us from Thorntown Utilities where he served for over 23 years. Brian comes to us with a background in electrical and certifications in both water and wastewater.

Artic temperatures in the month of February brought manhole inspections to a temporary halt, however inspection crews were still able to inspect 281 manholes before the snowfall. The CCTV Truck is in for major repairs due to a failed turbo that released oil into the air intake resulting in heavy sludge throughout the engine and exhaust system. Staff is currently evaluating options to get the truck back on the road and inspecting the Utility's infrastructure.

A city plow knocked off a manhole and casting ring located on Crooked Stick Lane. Staff responded and had Carmel Street Department steel plate the open structure until a contractor could get on site to cut the asphalt and install a new manhole casting. Other contracted work included two lateral repairs under asphalt that were contributing I&I and in one instance, heavy root intrusion into the sewer main.

Staff took delivery of a new ProMaster plumbers van that will retire two aging fleet vehicles. This new addition will give field crews the ability to carry field specific equipment to the jobsite in an enclosed and secured utility body. Staff will utilize this truck to perform manhole repairs, ARV inspections and respond to customer assistance calls.



## EMPLOYEE SPOTLIGHT– BRIAN VAUGHN

Brian joined the Collections Staff in January as a Field Operations Specialist. He started in 1995 working for Thorntown Utilities during the summers while in high school and after high school he started full time in 1997. For the past 23 years he has maintained Thorntown's electric, water, and sewer lines. The certifications he holds for water are Class WT 3 (Treatment), Class DSM (Distribution System) and for wastewater is Class I Wastewater. On the wastewater side. He maintained three lift stations, repaired sewer laterals and mains, and maintain the lagoon. He also performed wastewater testing for Thorntown. In his spare time, Brian enjoys taking his 1955 Chevy truck he restored to car shows, taking his wife Nancy and two boxers to Indiana's State Parks, guns, and fishing with his dad and friends.

### SAFETY UPDATE - LOREN PRANGE

Safety training will continue thru Safety Plus Web online.

TriCo's newest employee in the Collections department has received his PPE equipment. and will participate in upcoming safety training this year.

TriCo is providing confined space training on March 15<sup>th</sup>. This will include employees from three different departments that have staff who directly work in confined spaces.

The monthly fire extinguisher inspections were completed.

TriCo has been in talks with Carmel and Zionsville fire departments on fire extinguisher training and hopes to have training scheduled this summer. If a date cannot be reached, we will look at other alternatives.

 <b>Site Safety</b>			
4	0	2	7
No. of days since the last lost time accident.			

### TREATMENT- SCOT WATKINS

Staff assisted SUN Electric in locating existing control wires that must be relocated due to the new clarifier effluent line placement. During this time temporary power is being used to power the non-potable pumps. The non-potable water was affected by some construction debris; Thieneman took down the post aeration tank and had it cleaned. The plant operations fared well during the cold snap other than the chemical feed piping freezing and required repair. It was determined that the heat-tape controller had failed allowing the line to freeze. Scot and Loren attended the IWEA Safety Committee meeting and are working to schedule the 2021 Safety inspections.

Ninety-one pump outs had been logged and accounted for almost 29,000 gallons of FOG being prevented from entering the system this month. Fifty-three inspections were logged. Staff is working with the Collections teams to identify and address the increasing grease issue in the Lift Station 11 basin. The FOG section of the Sewer Use Ordinance is being updated to reflect the new online monitoring approach TriCo has implemented using the SwiftComply FOG software. The proposed revisions will be presented to the B&F Committee and the Board in the coming month.

The laboratory performed 280 CBOD5 tests, 220 Total Suspended Solids tests, 133 Phosphorus & Ammonia tests and 66 Total Nitrogen tests. Monthly Method Detection Limit studies were completed on TSS, Phosphorus and Ammonia. Testing from SAR2-COV continues with the Carmel Utilities two times a week. Bob attended a IWEA Lab Committee meeting.

### 2021 Employee Chili Cookoff-



Shaun Odom took home top honors for both the Best Chili and Best Dessert this year.

**Congratulations Shaun!**

<b>Birthdays</b>	
Shaun Odom March 15	
<b>Anniversaries</b>	
Coleen Byrnes	March 8, 17 Years of Service
Bob Roudebush	March 15, 11 Years of Service
Shaun Odom	March 16, 6 Years of Service

TriCo Regional Sewer Utility						
Register of Claims						
For the period 2/5/21 - 3/3/21						
Payment date	Check number	Bank name	Payee name	Amount	Amount Allowed	Description
2/5/21	15579	Operating	Emmanuel Sanchez	\$10.08	\$10.08	Travel/Mileage-On Call
2/8/21	15581	Operating	David Isenberg	\$24.06	\$24.06	Fedex reimbursement
2/9/21	15582	Operating	IRSDA	\$50.00	\$50.00	2021 Membership Dues
2/10/21	15583	Operating	Carmel Utilities	\$789.75	\$789.75	Sewer cleaning
2/10/21	15584	Operating	Kahlo Chrysler Jeep Dodge	\$41,152.00	\$41,152.00	CIP-2019 Ram 3500 Promaster Cutaway
2/10/21	15585	Operating	Michael A. McDonald	\$50.00	\$50.00	Jan meeting
2/10/21	15586	Operating	Carmel Utilities	\$42.73	\$42.73	Storm Water Fees
2/10/21	15587	Operating	U.S. Postal Service	\$188.00	\$188.00	Box renewal #40638 Clay Township Regi
2/11/21	15588	Operating	Kahlo Chrysler Jeep Dodge	\$199.00	\$199.00	CIP- Doc fees - 2019 Dodge Ram
2/15/21	15589	Operating	Brian Vaughn	\$262.05	\$262.05	Clothing reimbursement
2/16/21	15590	Operating	Cindy Sheeks	\$4,859.00	\$4,859.00	CIP- Fixed Asset Software replacement
2/22/21	15592	Operating	Lyle School/Delaware Street LLC	\$30.53	\$30.53	Refund-10520 N Delaware
2/23/21	15593	Operating	Sibusisiwe Ndebele	\$431.74	\$431.74	Refund-14469 Timmis Circle
2/23/21	15594	Operating	Daniel Rossman	\$17.00	\$17.00	Reim - CDL Permit fee
2/24/21	15595	Operating	Biomonitor	\$2,200.00	\$2,200.00	Sewer sampling
2/25/21	15596	Operating	T&T Sales and Promotions	\$225.00	\$225.00	3 Sweat Shirts-Brian, 1 Windbreaker
2/25/21	15597	Operating	Carmel Utilities	\$13.85	\$13.85	LS 1 Water
2/25/21	15597	Operating	Carmel Utilities	\$14.27	\$14.27	LS 2 Water
2/25/21	15597	Operating	Carmel Utilities	\$29.02	\$29.02	LS 26 Water
2/25/21	15598	Operating	Charito Stambaugh	\$54.35	\$54.35	Refund-11505 Perkins
2/25/21	15599	Operating	AT&T Mobility	\$66.93	\$66.93	Trimble 02
2/26/21	15600	Operating	Boone County Recorder	\$150.00	\$150.00	6 Liens filed
3/1/21	15601	Operating	AFLAC	\$429.40	\$429.40	Employee Deferred Liability
3/1/21	15602	Operating	Liberty National	\$117.44	\$117.44	Payroll Deduction
3/2/21	15603	Operating	Indiana Bureau of Motor Vehicles	\$40.00	\$40.00	Title & registration fees - 2019 Dodge Ram
3/3/21	15604	Operating	Aaron Strong	\$30.00	\$30.00	Cell Phone Reimbursement
3/3/21	15605	Operating	Brandon Woolf	\$30.00	\$30.00	Cell Phone Reimbursement
3/3/21	15606	Operating	Eric Luis Delacruz	\$30.00	\$30.00	Cell Phone Reimbursement
3/3/21	15607	Operating	Jeffrey Martin	\$30.00	\$30.00	Cell Phone Reimbursement
3/3/21	15608	Operating	Nathan Crowder	\$30.00	\$30.00	Cell Phone Reimbursement
3/3/21	15609	Operating	Amanda Foley	\$150.00	\$150.00	Board Fees
3/3/21	15610	Operating	Carl S. Mills	\$250.00	\$250.00	Board Fees
3/3/21	15611	Operating	Charles Ryerson	\$100.00	\$100.00	Board Fees
3/3/21	15612	Operating	Eric Hand	\$200.00	\$200.00	Board Fees
3/3/21	15613	Operating	Jane B. Merrill	\$200.00	\$200.00	Board Fees
3/3/21	15614	Operating	Jeff Hill	\$100.00	\$100.00	Board Fees
3/3/21	15615	Operating	Jeffrey Kimbell	\$150.00	\$150.00	Board Fees
3/3/21	15616	Operating	Michael A. McDonald	\$200.00	\$200.00	Board Fees
3/3/21	15617	Operating	Steve Pittman	\$150.00	\$150.00	Board Fees
3/3/21	15618	Operating	Altman, Poindexter & Wyatt, LLC	\$1,010.00	\$1,010.00	Legal fees
3/3/21	15619	Operating	Ascension Medical Group St. Vince	\$40.00	\$40.00	Health Assessment
3/3/21	15619	Operating	Ascension Medical Group St. Vince	\$90.00	\$90.00	Assessment CDL-Vaughn
3/3/21	15620	Operating	Bio Chem, Inc.	\$4,138.03	\$4,138.03	Biosolids Disposal
3/3/21	15620	Operating	Bio Chem, Inc.	\$2,529.64	\$2,529.64	PolyGone-Operating Supplies Plant
3/3/21	15621	Operating	Biomonitor	\$2,200.00	\$2,200.00	Sewer Sampling
3/3/21	15622	Operating	Carmel Utilities	\$53.61	\$53.61	Hydrant Usage-Sewer Cleaning
3/3/21	15623	Operating	Carmel Utilities	\$81,210.62	\$81,210.62	Flow to Carmel
3/3/21	15623	Operating	Carmel Utilities	\$1,059.60	\$1,059.60	February Reads
3/3/21	15624	Operating	Connect Electric Inc	\$680.00	\$680.00	Cord Makeup & Testing
3/3/21	15625	Operating	Davis Wholesale Supply	\$665.42	\$665.42	Pro Slicer-Ice Melt
3/3/21	15626	Operating	Dell Marketing L.P.	\$493.96	\$493.96	Computer Expense
3/3/21	15626	Operating	Dell Marketing L.P.	\$2,362.89	\$2,362.89	Computer Expense
3/3/21	15626	Operating	Dell Marketing L.P.	\$1,356.64	\$1,356.64	Computer Expense
3/3/21	15627	Operating	Element Materials Technology Dale	\$115.00	\$115.00	Sewer Sampling
3/3/21	15628	Operating	Fastenal Company	\$1.36	\$1.36	Plant R&M
3/3/21	15628	Operating	Fastenal Company	\$245.60	\$245.60	Safety Supplies
3/3/21	15628	Operating	Fastenal Company	\$49.02	\$49.02	Plant R&M
3/3/21	15629	Operating	Grainger	\$176.13	\$176.13	Plant R&M

Payment date	Check number	Bank name	Payee name	Amount	Amount Allowed	Description
3/3/21	15631	Operating	Hach Company	\$2,157.06	\$2,157.06	Sewer Sampling
3/3/21	15632	Operating	Huntington Insurance, Inc	\$1,244.00	\$1,244.00	Bond-Andrew Williams
3/3/21	15632	Operating	Huntington Insurance, Inc	\$807.00	\$807.00	Bond-Cindy Sheeks
3/3/21	15632	Operating	Huntington Insurance, Inc	\$1,268.00	\$1,268.00	Bond-Carl Mills
3/3/21	15632	Operating	Huntington Insurance, Inc	\$1,208.00	\$1,208.00	Bond-Michael McDonald
3/3/21	15632	Operating	Huntington Insurance, Inc	\$1,208.00	\$1,208.00	Bond-Jane Merrill
3/3/21	15632	Operating	Huntington Insurance, Inc	\$1,208.00	\$1,208.00	Bond-Steve Pittman
3/3/21	15633	Operating	Indiana Department of Environment	\$100.00	\$100.00	Stormwater Fee
3/3/21	15634	Operating	ISCO Industries, Inc	\$1,033.66	\$1,033.66	Lift Station R & M
3/3/21	15635	Operating	IT Indianapolis	\$5,278.64	\$5,278.64	Computer Expense
3/3/21	15635	Operating	IT Indianapolis	\$2,606.66	\$2,606.66	Computer Expense
3/3/21	15635	Operating	IT Indianapolis	\$1,865.20	\$1,865.20	Computer Expense
3/3/21	15635	Operating	IT Indianapolis	\$1,764.00	\$1,764.00	Computer Expense
3/3/21	15635	Operating	IT Indianapolis	\$844.00	\$844.00	Computer Expense
3/3/21	15636	Operating	IUPPS	\$1,264.45	\$1,264.45	Locates
3/3/21	15637	Operating	Kantola Training Solutions	\$508.00	\$508.00	Harassment Prevention DVD
3/3/21	15638	Operating	Kinetrex Energy	\$1,273.95	\$1,273.95	Plant Natural Gas
3/3/21	15639	Operating	Lionheart Critical Power Specialists	\$1,069.39	\$1,069.39	Block Heater and Hoses
3/3/21	15640	Operating	MacAllister Machinery	\$4,569.55	\$4,569.55	LS 1 Tree Damage-Insurance Reimb
3/3/21	15641	Operating	Maco Press	\$139.52	\$139.52	Reflective Vinyl Cut Label Package
3/3/21	15642	Operating	Merrell Brothers, Inc.	\$10,727.40	\$10,727.40	Biosolid Disposal
3/3/21	15643	Operating	Mission Mechanical	\$631.69	\$631.69	Plant R&M
3/3/21	15644	Operating	Nalco Water Pretreatment Solutions	\$204.25	\$204.25	Sewer Sampling
3/3/21	15644	Operating	Nalco Water Pretreatment Solutions	\$166.01	\$166.01	Sewer Sampling
3/3/21	15645	Operating	NCL of Wisconsin, Inc.	\$1,831.69	\$1,831.69	Sewer Sampling
3/3/21	15646	Operating	Office Depot	\$134.99	\$134.99	Toner
3/3/21	15646	Operating	Office Depot	\$73.54	\$73.54	Office Expense
3/3/21	15646	Operating	Office Depot	\$159.96	\$159.96	Office Expense
3/3/21	15647	Operating	Office Keepers	\$1,035.00	\$1,035.00	Monthly Cleaning-Feb
3/3/21	15648	Operating	Pair Soft	\$4,302.85	\$4,302.85	Cloud for FE & NXT
3/3/21	15649	Operating	Praxair Distribution, Inc.	\$32.82	\$32.82	Cylinder Rental
3/3/21	15650	Operating	Quadient Leasing USA, Inc.	\$659.88	\$659.88	Postage Equipment Rental
3/3/21	15651	Operating	Quick Lane	\$44.67	\$44.67	Vehicle R&M
3/3/21	15651	Operating	Quick Lane	\$122.67	\$122.67	Vehicle R&M
3/3/21	15652	Operating	Shred Monkey	\$40.00	\$40.00	Paper Shredding Service
3/3/21	15653	Operating	Shrewsbury & Associates, LLC	\$1,275.00	\$1,275.00	Constr Obsvs Services-Bellevue
3/3/21	15654	Operating	Simplifile	\$480.00	\$480.00	Filing Fees
3/3/21	15655	Operating	Southeastern Equipment Co., Inc.	\$39.04	\$39.04	Equipment Repair
3/3/21	15656	Operating	Taylor Oil Company, Inc.	\$1,380.02	\$1,380.02	Fuel
3/3/21	15657	Operating	Utility Supply Company	\$22.98	\$22.98	Plant R&M
3/3/21	15658	Operating	White's Ace Hardware-Carmel	\$51.50	\$51.50	Lift Station R&M
3/3/21	15664	Reserve for R	Barth Electric Co., Inc.	\$23,173.43	\$23,173.43	CIP-Proj 2004 LS1 Generator Replaceme
3/3/21	15665	Reserve for R	Biorem	\$8,100.00	\$8,100.00	CIP-Proj 2002 LS 2 Odor Control
3/3/21	15666	Reserve for R	Fastenal Company	\$4,116.12	\$4,116.12	CIP-Plant Air Monitors
3/3/21	15667	Plant Expansi	Clark Excavation & Utility	\$16,194.60	\$16,194.60	CIP-Proj 1906 Plant Outfall
3/3/21	15668	Plant Expansi	GRW	\$247.50	\$247.50	Cip-Proj 1906 Outfall Admin
3/3/21	15669	Interceptor	GRW	\$375.00	\$375.00	CIP-Proj 2003 Const Admin
3/3/21	15670	Interceptor	MS Consultants, Inc	\$1,150.00	\$1,150.00	CIP-Proj 1802 Haver Way
2/28/21	100035	Huntington Bc	Centier Bank	\$35,039.15	\$35,039.15	CIP-Proj 1902 Dep to Account 103323074
2/28/21	100036	Huntington Bc	GRW	\$300.00	\$300.00	CIP-Proj 1902 Permitting
2/28/21	100036	Huntington Bc	GRW	\$10,325.65	\$10,325.65	CIP-Proj 1902 Plant Exp Bond Proceeds
2/28/21	100036	Huntington Bc	GRW	\$11,760.00	\$11,760.00	CIP-Proj 1902 Plant Exp Bond Proceeds
2/28/21	100037	Huntington Bc	Thieneman Construction, Inc.	\$315,352.31	\$315,352.31	CIP-Proj 1902 Plant Exp
2/4/21	2021031	Operating	Jive Communications, Inc	\$681.51	\$681.51	Phone Bill
2/10/21	2021048	Operating	Citizens State Bank	\$20.00	\$20.00	Wire fee
2/10/21	2021049	Operating	Anthem Blue Cross and Blue Shield	\$345.68	\$345.68	Employee Vision Insurance
2/8/21	2021050	Operating	ADP	\$60,573.96	\$60,573.96	PPE 2/5/21
2/8/21	2021051	Operating	Empower Retirement (Hoosier STA	\$8,802.38	\$8,802.38	401a, Roth, 457b PPE 2/5/21
2/10/21	2021052	Operating	Vectren Energy Delivery	\$46.63	\$46.63	LS 2 Gas
2/10/21	2021053	Operating	Vectren Energy Delivery	\$17.00	\$17.00	LS 10 Gas
2/10/21	2021054	Operating	Vectren Energy Delivery	\$835.23	\$835.23	Plant Gas
2/26/21	2021057	Operating	Travelers	\$106,229.00	\$106,229.00	2021-2022 Insurance



# Docket Report Information

For the period 2/5/21 - 3/3/21

CIP-Proj 2002 LS 2 Odor Control	\$8,100.00
CIP- 2019 Dodge Ram	\$41,351.00
CIP - Proj 1802 Haver Way	\$1,150.00
CIP - Proj 1902 Plant Expansion	\$372,777.11
CIP-Proj 1906 Outfall Plant Outfall	\$16,442.10
CIP - Proj 2003 Neighborhood Sewers	\$375.00
CIP- Fixed Asset Software	\$4,859.00
CIP-Proj 2004 LS1 Generator Replacement	\$23,173.43
	<hr/>
	\$468,227.64
District Insurance	\$40,309.55
Treatment Flow to Carmel Utilities	\$81,210.62
Other Expenses	\$342,105.08
<b>Total Claims</b>	<b>\$931,852.89</b>

<b>Selected Statistics 2021</b>	<b>January</b>	<b>February</b>	<b>2021 Monthly Average</b>	<b>2021 YTD</b>	<b>2020 Total Through February</b>
<b>Maintenance Information</b>					
Lateral Inspections	36	26	31	62	39
Certified I&I Inspections	24	26	25	50	66
Failed I&I Inspections	0	0	0	0	6
Sewer Locates	464	384	424	848	1,169
Manholes Added	62	3	33	65	12
Total # of Manholes	5,948	5,951	5,950	5,951	5,898
Manholes Inspected	203	481	342	684	837
Feet of Sewer Added	28,089	1,234	14,662	29,323	4,324
Total Footage of Sewers	1,699,903	1,701,137	1,700,520	1,701,137	1,676,138
Feet of Sewer Televised	17,293	0	8,647	17,293	40,100
Feet of Sewer Cleaned	0	180	90	180	2,999
Overflows	0	0	0	0	0
Feet of LPFM Cleaned	6,617	0	3,309	6,617	6,617
<b>LS 1 to Carmel Utilities</b>					
Rainfall/Precipitation (inches)	0.87	1.14	1.01	2.01	7.25
Total Flow (gallons)	54,031,909	46,768,362	50,400,136	100,800,271	136,055,971
Max Daily Flow (gallons)	2,842,113	3,136,724	N/A	3,136,724	4,551,181
Average Daily Flow (gallons)	1,742,965	1,670,299	1,706,632	3,413,264	4,529,960
Min Daily Flow (gallons)	1,374,527	1,291,312	N/A	1,291,312	1,732,672
<b>TriCo WRRF</b>					
Total Flow (gallons)	83,802,321	63,901,000	73,851,661	147,703,321	168,805,000
Max Daily Flow (gallons)	3,314,154	2,995,000	N/A	3,314,154	7,015,000
Average Daily Flow (gallons)	2,703,301	2,282,179	2,492,740	4,985,480	5,620,918
Min Daily Flow (gallons)	2,354,511	1,988,000	N/A	1,988,000	2,192,000
Total Flow to Both Plants	137,834,230	110,669,362	124,251,796	248,503,592	304,860,971
<b>Biosolids Handling (gallons)</b>					
Wasted (Biosolids)	1,273,800	1,237,400	1,255,600	2,511,200	3,243,800
Dewatered	548,000	395,000	471,500	943,000	1,142,000
Digested Sludge Withdrawn	700,000	744,000	722,000	1,444,000	2,163,000
				<b>16,031</b>	
<b>Customer Information</b>					
New Sewer Service Accounts	7	34	21	41	50
Permits Issued	25	18	22	43	59



## BUDGET & FINANCE COMMITTEE

---

Friday, January 29, 2021 at 7:30 a.m.

### Memorandum

The meeting was held virtually via GoToMeeting

Ms. Merrill called the meeting to order at 7:31 AM

#### **ROLL CALL**

Members Present: Committee Chair Jane Merrill, members Michael McDonald, Carl Mills and Board member Eric Hand. Others in attendance were Legal Counsel Anne Poindexter, Utility Director Andrew Williams, Controller Cindy Sheeks, and Administrative Assistant Maggie Crediford.

#### **PUBLIC COMMENT**

There was no one in attendance from the public.

#### **FINANCIAL STATEMENTS**

Ms. Sheeks asked the committee members if they had received the revised spending analysis. They confirmed they had. Ms. Sheeks said the Utility ended the year strong without overspending the budget and revenues came in over projections. Ms. Sheeks said Mr. Mills signed a large check to Clark Excavating for \$399,810.16 for the Plant Outfall Project. It was not received before the last Board meeting and needed to be paid in a timely manner. Ms. Merrill said she was consulted and agreed the payment should be made before the February Board meeting. Ms. Sheeks said the Utility ended the year with \$19 million in the bank. Mr. McDonald asked how much of the \$19 million is allocated to for spending. Ms. Sheeks said it is projected if all planned projects and spending move forward in 2021 and 2022 it is projected the Utility's cash on hand will be down to around \$2 million.

#### **TRANSFER FROM OPERATING TO INTERCEPTOR FUND**

Ms. Merrill said there is currently a negative balance in the Interceptor Fund and money needs to be transferred into it. Ms. Sheeks said the last time the Interceptor Fund was negative money was borrowed from the Plant Expansion Fund and asked if it should be borrowed from that fund as well this time for consistency purposes. Mr. Mills, Mr. McDonald and Ms. Merrill said they liked the idea of being consistent with fund transfers. The Committee will recommend the Board approve a transfer of funds from the Plant Expansion Fund to the Interceptor Fund.

#### **VOID STALE DATED CHECKS**

Staff is requesting to void 14 checks from 2018 that have never been cashed for a total of \$396.43. Mr. Mills made a motion to recommend the Board authorize Staff to request the 14 checks be voided. Mr. McDonald seconded the motion, and the Committee will make the recommendation to the Board.

## **OTHER BUSINESS**

Mr. Williams said five interviews were conducted for the open Field Operations Specialist position. Two candidates stood out to Mr. Williams and Mr. Strong. One has 22 years' experience working for the City of Thorntown and can work with high voltage electricity. The other has training from the Air Force in civil engineering and helped build military bases overseas including the installation of wastewater infrastructure. Mr. Williams will be asking the Personnel and Benefits Committee if there is room in the budget to add an additional employee to the staff and hire both candidates. It is rare in this industry that there would be an opportunity to hire two very qualified people. The cost for an additional employee would be roughly \$50,000 in salary and an additional \$25,000 in benefits. Mr. McDonald asked how large the staff needs to be to trigger additional employer responsibility regulations. Mr. Williams and Ms. Sheeks said 50 full time employees triggers additional regulations, they will research if there is any impact for a 25<sup>th</sup> employee. Mr. Mills said if there is enough money to add an additional employee, he believes it is worth considering. Ms. Merrill agreed it would be a shame to let a highly qualified candidate get away. Mr. Hand asked Mr. Williams if he has a feel for the stability of the rest of the staff. Mr. Williams said he has not heard of anyone intending to leave the Utility.

## **ADJOURNMENT**

The meeting adjourned at 7:51 AM.

Respectfully Submitted

*Cindy Sheeks*

Cindy Sheeks  
Controller



## MEMORANDUM

---

**To:** Board of Trustees  
**From:** Scot Watkins  
**Date:** March 3, 2021  
**Subject:** Hach WIMS Software

---

Hach Water Information Management Solution (WIMS) software is a data management, data collection, reporting, alerting, and graphical/statistical tool all in one. Staff averages 1.5-2 hours a day in data collection and data entry. This also includes monthly, quarterly, and annual reports which comes out to a little over 520-man hours/year. The software includes a central, secure database for easy monitoring, analysis, reporting and predictive modeling. Intelligent alerts and modeling tools are accessible to assist in plant operations. EPA and IDEM reports are included as well as audit trails for quality control.

The C&C committee approved this project for \$40,000 in 2020; the official 2021 proposal came in at \$45,818. The difference in budget to final proposal are:

- 2021 price increase
- Initial startup cost were left out
- Increase to training costs due to having to be done remotely (COVID)
- Additional reporting forms were added

WIMS will allow staff to bring all the data to a central location to get a complete picture of our system and assist in making confident, informed decisions. The projected payback is approximately three years.



## MEMORANDUM

---

**To:** Board of Trustees, Anne Poindexter, Drew Williams  
**From:** Cindy Sheeks  
**Date:** March 3, 20201  
**Subject:** Harris Systems Computer Software

---

Due to the ongoing issues with the current billing software provider, including problems with the audit trail function with billing information and disappointing technical support, TriCo staff began to evaluate alternative billing providers in 2018. After exploring three different systems, staff determined the Harris Systems' inHANCE Impresa solution is the best fit for TriCo. Camel Utilities also uses Impresa which may offer additional opportunities to coordinate billing functions and share usage information for current and new customers.

Below is a quick overview of the platform:

Software License: inHANCE Impresa CIS:

- Customer Information Tracking
- Service Location Tracking
- Meter/Device Tracking (will coordinate with Carmel Utilities)
- Utility Billing Administration
- Report Management
- Service Order Management
- Security Management
- Automated Task Scheduler and Reminders
- ACH Interface for Auto Debit
- API for Invoice Cloud Internet Bill Presentment and Payment/Paperless Module – Invoice Cloud is the provider

The time frame for conversion and installation has not yet be finalized, but it is expected to be completed by the end of 2021. The estimated cost is \$74,540 and is included in the 2021 capital budget. Many of the costs are estimated based on expected hours needed. We anticipate lower hours will be needed and the advanced training cost of \$5,440 is optional. The project manager from Harris assigned to TriCo lives in Columbus, Indiana so travel costs will also be lower than projected.

**Recommended Board Action:** Approve the agreement with Harris for installation of Impresa Utility Billing software

**HARRIS  
END USER LICENSE AGREEMENT**

**This Agreement (the "Agreement") is made as of the date specified below between HARRIS (hereinafter "HARRIS") and the undersigned party (hereinafter "Client").**

In consideration of the promises and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1. BACKGROUND.** The following terms and conditions apply to any computer software programs ordered by Client from HARRIS hereunder and licensed by HARRIS for Client. For purposes of this Agreement, "Software" means only the specific computer software listed on Attachment "A" in object code.

**2. LICENSE OF SOFTWARE.**

A. HARRIS grants to Client a limited, non-exclusive, non-transferable and personal license to (i) install and operate the serialized copy of the Software for Client's internal, in-house use by the number of users designated in Attachment A and (ii) make one (1) archival copy of the Software for back-up purposes only ("Archival Copy"). Client agrees to affix a conspicuous written label to the Archival Copy which contains the copyright notice and all other information printed on the original media from which the Archival Copy is made. HARRIS retains all rights to the Software and all other works of authorship of HARRIS not expressly granted in this Agreement.

B. This license is not a sale of the original Software or any copies. HARRIS, or its supplier, retains the ownership of the Software and all subsequent copies of the Software made by Client, regardless of the form in which the copies may exist. The Software, the accompanying written manuals and documentation distributed with the Software (the "Documentation"), and the Archival Copy are copyrighted works of authorship of HARRIS or its supplier and may not be copied, reproduced, modified, distributed or transferred, by any means or in any form, without the express written permission of HARRIS. Any unauthorized copying or use of the Software or Documentation is a violation of this Agreement and may also constitute a violation of the U.S. Copyright Act for which Client could be liable in a civil or criminal action.

C. Client may physically transfer the Software from the designated server to another computer system, provided the Software is operated only on one server at a time. Client may not electronically transfer the Software or operate it or any portion thereof in a time-sharing or service bureau operation. Client may not translate, modify, adapt, disassemble, de-compile or reverse engineer the Software, or create derivative works based on the Software or Documentation or any portions thereof.

D. The Software is provided for use in Client's internal commercial business operations only and must remain at all times upon premises owned or leased by Client. Except as expressly provided herein Client may not rent, lease, sub-license, sell, assign, distribute, pledge, transfer, encumber, or otherwise dispose of the Software or Documentation or any rights granted to Client herein, on a temporary or permanent basis, without the prior written consent of HARRIS, which will not be unreasonably withheld.

**3. DELIVERY AND TESTING.** HARRIS shall deliver the Software to the Delivery Location as defined on the signature page hereof. Client agrees to accept as the complete Software that Software which is listed in this Agreement. If the Client wants additional Software, HARRIS may offer to provide it. In that case, the specification, license fees and the delivery date of such additional Software, together with the terms and conditions that apply, will form an addendum to this Agreement.

**4. CONSULTING AND TRAINING.** HARRIS will provide consulting and training services (hereafter referred to as Professional

Services) agreed to by the parties under the terms of this Agreement. All Professional Services provided under this Agreement shall be billed on a time and materials basis at the then current published prices. Notwithstanding any provisions of this Agreement, HARRIS may freely utilize any and all ideas, concepts, methods, know-how or techniques related to programming and processing of data, discovered or developed by HARRIS during the performance of Professional Services.

**5. RESPONSIBILITIES OF CLIENT.** Except as provided herein, with respect to the Software, Client shall be solely responsible for (i) their selection of the Software to achieve Client's intended results; (ii) their use, installation and operation of the Software, except as expressly set forth in Section 4; (iii) the results obtained therefrom; (iv) providing a safe and suitable location for installation; (v) providing and maintaining the appropriate environment for operating the Software; (vi) data entry and loading of Client data and maintaining back-up and archival copies thereof; and (vii) designating one (1) qualified and capable full-time employee to serve as Client's main point of contact with HARRIS for all purposes with respect to the Software.

**6. PAYMENTS AND TAXES.**

A. Payment shall be as outlined in Attachment "B", based on pricing as outlined on Attachment "A".

B. Unless specifically noted as included in total price, Client will reimburse HARRIS for the necessary and reasonable costs incurred by HARRIS representatives or their agents to perform Professional Services, or any other services hereunder, for travel and living expenses and any other reasonable and necessary expenses, when such services are performed for the Client. Organization shall reimburse Harris for its direct expenses pursuant to this Agreement which include the following. Said fees may be adjusted on an annual basis to match Harris' then-current and reasonable rates which are applicable to all clients.

- i. its direct travel expenses which are excluded from the total fees amount described in the Statement of Work, including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees;
- ii. courier services, photocopying, faxing and reproduction, all reasonable travel costs (hotel and airfare) including a travel time rate of \$75.00 per hour;
- iii. a per diem rate of \$70.00 for week days and a \$140.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided);
- iv. a mileage charge based on the current U.S. Internal Revenue Service recommended rate per mile, long distance telephone calls; and
- v. all other reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production.

C. Client shall be solely responsible for any and all taxes and charges relating to the Software including all sales, use and property taxes, except taxes measured by HARRIS's gross revenues or net income.

**D. The failure of the Client to make any payments on the dates due, as outlined in Attachment "A", shall constitute a default.** In addition, any of the following events occurring prior to the full payment by Client to HARRIS shall constitute a default: (i) refusal to accept delivery of the Software; (ii) the return of the Software by Client without prior authorization from HARRIS, (iii) the insolvency or bankruptcy of the Client or the making by Client of an assignment for the benefit of creditors, or the consent of the Client to the appointment of a trustee or receiver, or the appointment without its consent, of a trustee or receiver, for the Client or for a substantial part of its property; (iv) the institution by or against the Client of bankruptcy, reorganization, arrangement or insolvency proceedings. Upon the occurrence of any such default, HARRIS at its option and without notice to or demand on the Client may declare this Agreement in default and thereupon all Software and all rights of the Client therein shall be surrendered to HARRIS. Client shall pay HARRIS all costs and expenses including shipping charges, attorneys' fees, and collection service fees, incurred by HARRIS in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions or provisions of this Agreement.

**7. THIRD PARTY FINANCING.** Nothing herein prohibits Client from obtaining third party financing for the goods to be delivered as provided herein. To the extent Client obtains such financing, Client shall ensure that the following points are clearly set forth in the agreement between Client and such third party financing organization: (i) the Software is licensed to Client on a non-exclusive, non-transferable and non-assignable basis solely in accordance with this Agreement and may not be used by or transferred in any form to a third party without the prior written consent of HARRIS, which shall not be unreasonably withheld; and (ii) in the event Client fails to pay its obligation to the third party financing organization and the third party financing organization repossesses any equipment which contains a copy of the Software, then the Software must be immediately returned to HARRIS.

**8. CONFIDENTIALITY AND NONDISCLOSURE.** Client acknowledges the Software and Documentation constitute copyrighted works of authorship and include confidential information of HARRIS or its suppliers and represent and embody certain valuable proprietary information and trade secrets of HARRIS or its suppliers. Client agrees not to disclose or make available the Software or Documentation, or any part thereof, to anyone other than Client's employees and consultants who are required to have access to the Software or Documentation in the normal course of installation, operation or use of the Software or Documentation as set forth in Section 2 and who have a legal duty to protect such trade secrets and confidential information. Client agrees to implement reasonable procedures to prevent other persons from obtaining access to or use of the Software or Documentation. Client acknowledges that HARRIS or its suppliers will suffer irreparable harm should Client fail to abide by the terms and conditions herein and that HARRIS shall, in addition to recovering damages, be entitled to obtain injunctive relief from a court of competent jurisdiction to enjoin Client from violating this Agreement and/or infringing the proprietary rights of HARRIS or its suppliers. The responsibilities and obligations set forth in this Section and Section 5 shall apply during the term of this Agreement and shall continue thereafter (i) with respect to trade secrets of HARRIS or its supplier, as long as such information remains a trade secret under applicable law, and (ii) with regard to other confidential and proprietary information of HARRIS or its suppliers, for a period of three (3) years after the termination or expiration of this Agreement.

**9. LIMITED WARRANTIES AND DISCLAIMERS.**

**A.** HARRIS warrants that its products are substantially free of errors and defects. If such errors or defects are found, Harris will, upon receipt of a written request from a registered User and/or return of the original diskette(s) within 90 days of product purchase, either correct the error or defect without charge or return the

Users original fee for the licensed software, within 90 days of formal notification.

**B.** In no event shall HARRIS or its suppliers be liable for any direct, indirect, consequential or resulting damages or injury due to failure of the Software, or for any lost profits, time, business, records or other monetary damages nor for any claim or demand against Client by any other person. Client's exclusive remedy for any failure of the Software shall be the Software warranties contained herein and these are in lieu of any and all other warranties.

**C. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, HARRIS MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, EQUIPMENT, OR SERVICES PROVIDED HEREUNDER, OR ANY MODIFICATION, REVISIONS, OR DERIVATIVE WORKS OF THE SOFTWARE OR DOCUMENTATION. HARRIS DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE.**

**10. INDEMNIFICATION.**

**A.** HARRIS shall defend, at its expense, any legal action brought against Client based on a claim that the Software infringes a U.S. Copyright or violates the U.S. trade secret rights of any third party. HARRIS will indemnify and hold harmless Client, its officers, directors, employees or agents, against damages and costs, including attorneys' fees, penalties and interest, finally awarded against Client in such actions directly attributable to such claims; provided that HARRIS is given prompt written notice of such claim, reasonable assistance from Client, and sole authority to defend or settle such claim. If the Software becomes, or in HARRIS's opinion is likely to become, the subject of such a claim of infringement or violation of a trade secret right, then HARRIS may, at its option: (i) procure for Client the right to use the Software free of any liability for infringement or violation; (ii) replace or modify the Software to make it non-infringing or non-violating; or (iii) pay to Client the base software license fee as stated in Attachment "A", which amount represents a refund of the base software license fee paid hereunder. Client shall return the Software to HARRIS. HARRIS shall have no liability under this Section for any claim based on modification of the Software, use of the Software, other than as specified in this Agreement, or use of other products, either independently or in conjunction with the Software. THIS SECTION SETS FORTH THE COMPLETE LIABILITY OF HARRIS WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION GRANTED BY HARRIS.

**B.** Client shall indemnify, defend and hold harmless HARRIS and its affiliates and their respective officers, directors, shareholders, agents and representatives against damages and costs, including attorney's fees, penalties and interest relating to any claim by any third party arising out of the Client's intentional breach of this agreement, including but not limited to, any tax liability of Client to any governmental entity in connection with this Agreement; provided that Client is given prompt written notice of such claim, reasonable assistance from HARRIS and sole authority to defend or settle such claim.

**11. LIMITATION OF LIABILITY.**

**A.** In no event shall HARRIS be liable for any indirect, special, incidental or consequential damages, including but not limited to, loss of profits or anticipated profits and loss of goodwill, even if HARRIS has been informed of the possibility of such damages. This paragraph shall survive termination of this Agreement for any reason and shall remain in full force and effect despite any failure of any remedy herein.

**B. IN NO EVENT SHALL HARRIS'S LIABILITY FOR ANY DAMAGES TO CLIENT OR ANY OTHER PARTY EXCEED THE LICENSE FEES, EXCLUDING ANY AND ALL PROFESSIONAL SERVICE FEES PAID BY CLIENT TO HARRIS FOR THE SOFTWARE, REGARDLESS OF THE FORM OF**

ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE.

C. HARRIS shall not be liable for loss of data files from any cause whatsoever. Client shall protect itself from such loss by making copies of all data on a regular basis and by having a procedure that allows it to revert to a previous copy, should that ever be necessary.

**12. US GOVERNMENT RESTRICTED RIGHTS.** The Software and Documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software – Restricted Rights 48 CFR 52.227-19, as applicable.

### **13. TERM AND TERMINATION**

A. This Agreement will become effective on the date of acceptance hereof by HARRIS. Either party may terminate this Agreement if the other party commits a material breach of any term or condition of this Agreement which is not remedied within sixty (60) days after receipt of written notice of such breach by the non-breaching party.

B. HARRIS may, at its option terminate support and other services as specified by this Agreement immediately upon notice to Client in the event (i) Client is dissolved or liquidated or a trustee or receiver is appointed for Client, (ii) bankruptcy or insolvency proceedings under federal or state law, whether voluntary or involuntary, are commenced against Client, or (iii) Client makes an assignment for the benefit of creditors.

C. The provisions of Paragraphs 6, 8, 9, 10, 11 and 19 of this Agreement and all other material provisions shall survive any termination or expiration of this Agreement and shall bind the parties and their legal representatives, successors, heirs and assigns.

**14. ASSIGNMENT.** Neither this Agreement nor any of Client's rights or obligations hereunder shall be assigned by Client, in whole or in part, or by operation of law or otherwise, without the prior written consent of HARRIS. Any attempt to sub-license assign or transfer the Software or any rights of Client herein, by any means or in any form, without the prior written consent of HARRIS, which shall not be unreasonably withheld, shall be null and void.

**15. AMENDMENT.** No additional terms, consent, waiver, alteration or modification of any provision of this Agreement shall be binding unless in writing and signed by an authorized representative of both parties.

**16. WAIVER AND SEVERABILITY.** Failure by either party to enforce at any time any of the provisions of this Agreement shall not constitute a waiver of such provision nor in any way affect the validity of this Agreement or any part thereof or the right of the other party thereafter to enforce the provisions hereof. The provisions of this Agreement are severable and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining

provisions herein, and the remaining provisions shall be enforced as if this Agreement was originally written without the invalid provision. All Attachments attached hereto are incorporated herein by reference.

**17. FORCE MAJEURE.** Neither party shall be liable for any delay or failure in performance of this Agreement if caused by an act of God or any factor beyond control of the party, or as a result of a third party other than HARRIS or Client, including but not limited to, failure of the other party to comply with its obligations and responsibilities hereunder or to provide materials or information specified herein. In any such event, the date for the party's performance shall be deferred for a period of time equal to the time lost by reason of such act of God or other factor beyond control, provided that the delayed party shall notify the other party of such occurrence and shall cooperate with the other party in minimizing any adverse impact of such occurrence.

**18. NOTICES.** All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties to this Agreement at their address set forth below or to such other address as either party may substitute by written notice to the other.

**19. GOVERNING LAW.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Indiana without giving effect to its conflict of laws. Any litigation or legal action to enforce or interpret this Agreement shall be filed and heard only in the state or federal courts located in Marion County, Indiana and Client consents and submits to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement in such courts. If any legal action is brought by either party relating to this Agreement, the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and related expenses.

**20. HIRING.** Client acknowledges that HARRIS has made considerable investment in the hiring, training, and retaining of its employees. During the term of this Agreement, Client shall not hire or offer to hire, as an employee or contractor, any employee of HARRIS or any former employee of HARRIS within three years from the date that such employee severed employment with HARRIS.

**21. USE OF CLIENT'S NAME.** Client hereby agrees that HARRIS may list Client as a Customer of HARRIS' in literature and publications distributed by or on behalf of HARRIS with written permission from Client.

**22. ENTIRE AGREEMENT.** This Agreement and the Attachments hereto constitute the entire understanding of the parties with respect to the subject matter hereof and shall supersede all proposals and prior agreements and understandings, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. In the case of any conflict between this Agreement and any of the Attachments hereto, the terms and conditions of this Agreement shall control and govern.

**23. SOURCE CODE.** Client may request for product source code to be placed in an escrow account at Client's expense. Source code may be accessed by Client only in the event that HARRIS ceases business operations.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date specified below.

**"Harris"**

**"Client"**

**Company Name:** HARRIS

**Company Name:** TriCo Regional Sewer Utility

**Name (Print):** Salim Premji

**Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** Vice President Operations

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

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

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

**Address:** 3800 Paluxy Drive, Suite 540  
Tyler, Texas 75703

**Address:** 7236 Mayflower Park Drive  
Zionsville, IN 46077

**Delivery Location:** Same as above

## **ATTACHMENT “B” Payment Schedule**

Payment schedule is as follows and based on information provided in the Pricing section of Attachment “A”, Proposal Specification. If another method, other than outlined here, is agreed upon, it will be noted in Attachment “A” and take precedence.

1. Contract Signing – 50% of contract license and services value invoiced upon receipt of the software order by Harris
2. Software Installation - 25% of contract license and services value invoiced upon commencement of software installation on server
3. Training – 12.5% of contract license and services value invoiced upon commencement
4. Go Live – 12.5% of contract license and services value invoiced upon commencement
5. Support and Maintenance Agreement begins when the Impresa software is installed. 100% of contract Support and Maintenance value will be billed upon installation of software.



**HARRIS  
MAINTENANCE AND PRODUCT SUPPORT PROGRAM  
TERMS AND CONDITIONS**

**1. ADDRESSES AND COMMUNICATIONS**

HARRIS  
Attn: Product Support  
3800 Paluxy Drive, Suite 540  
Tyler, TX 75703  
Tel: 903-535-8222/Fax: 903-535-9015

**2. DEFINITIONS**

A. "Maintained Software" means the copy of the Harris software product licensed to you on the End User License. If the licensee of the Maintained Software is a corporation or other entity, the "you" as used in this Agreement refers to that corporation or entity.

B. "Discrepancy" means a defect in the distribution media (software) or a material difference between the operation of the Maintained Software and the description of the operation of the Maintained Software as provided in current end-user documentation provided for the Maintained Software by Harris.

C. "Correction" means replacement distribution media or corrective code or document, which rectifies a Discrepancy as described above. Harris may, at its discretion, modify the end-user documentation to (i) remove inaccuracies in the documentation, or (ii) describe changes, modifications or improvements made to the Maintained Software. "Correction" includes, but is not limited to, workarounds, update disks or electronic transfer equivalent.

D. "Agreement" means these Terms and Conditions of Harris Packaged Products Maintenance and Priority Support Program.

**3. APPLICABILITY OF HARRIS END USER LICENSE AGREEMENT.**

This Agreement and all software, documentation and media provided under it is subject to all the terms and conditions of the Harris End User License Agreement which exists between you and Harris, including the warranty and disclaimers.

**4. ACCESS TO HARRIS PRODUCT SUPPORT STAFF**

A. Harris Product Support Staff are available to give you assistance and advice on Harris products or to receive Discrepancy reports, during normal hours defined in your End User Site License Agreement, Attachment "A", at our office listed above. You may also use regular or overnight delivery services, fax or e/mail to communicate with our Product Support Staff.

B. Our Product Support Staff will, with your assistance if necessary, investigate a suspected Discrepancy by attempting to reproduce it after receiving your report of a Discrepancy. If the Discrepancy is confirmed, then, for Maintained Software, Harris will make reasonable efforts to provide you with a Correction, but cannot guarantee to do so.

C. Harris technical support is not intended for the purpose of ongoing training of users. All users must be trained on the application. Harris offers a variety of training options including classroom, onsite and web training to meet your needs.

**5. SOFTWARE NOT COVERED BY THIS AGREEMENT**

A. Any software not listed on this Agreement under Products Covered, which is located on the signature page of this agreement.

B. Third Party altered or modified Maintained Software.

C. Any consolidation of Maintained Software and other software not covered by this Agreement.

D. A release of Maintained Software for which Maintenance Services have been discontinued.

E. Discrepancies caused by your negligence.

F. Discrepancies resulting from hardware malfunction.

G. Maintained Software used on a computer or operating system other than that specified and supported by Harris

**6. YOUR RESPONSIBILITIES**

A. You agree to report all suspected Discrepancies through your Support Contact to the Harris Product Support Staff.

B. You agree to use reasonable efforts to assist Harris's efforts to find Corrections to confirmed Discrepancies reported by you.

C. You agree to install and use the newest release or update disk for the Maintained Software sent to you by Harris within thirty (30) days of receipt.

D. You agree to report all major changes made by you associated with or affecting the Maintained Software, in writing, within thirty (30) days of the change made.

E. In all contacts with Harris Product Support, you agree to provide the Product Identification Number of the Maintained Software Product.

F. Maintain staff who have been fully trained either by a certified Impresa user or by Harris staff.

**7. ADDITIONAL SERVICES AND CHARGES**

A. Harris may offer additional services such as training and consulting under separate agreements. Such services can be performed at a site and time mutually agreeable. These services are normally charged on a time and materials basis plus expenses and are subject to availability. You will be charged our standard rates in effect at the time such services are incurred.

B. Harris reserves the right to charge for services outside of the range of normal support services. Such services considered outside of the range of supported services are as follows: (1) debugging problems in non-Harris supported products, or in combinations of Harris supported and non-supported products where the problem occurs in the non-Harris product, (2) other cases where it is judged highly likely that the suspected problem is not the responsibility of Harris, (3) reinstallation of software and (4) retraining existing or training new operators. Harris offers regular classroom training in Tyler, Texas, for the Utility Billing/Technical Services portions of Impresa. After initial training and implementation, clients are welcome to attend these classes upon advance reservation at a daily rate in effect at the time of attendance.

C. When a situation occurs where a reported problem is likely to fall outside of the range of supported services, you will be advised of the potential of incurring charges to have Harris work on the problem. An estimate of the cost of the additional service will be communicated to you for your approval and agreement. No work on such problem will occur until you have accepted, in writing, the provided cost estimate. Should we find that the problem is, indeed, caused by a supported product, no charges will be incurred. However, if it is proven that the problem is not the responsibility of Harris you will be charged, invoiced upon completion with payment due upon receipt of invoice. Should you not agree that the requested service falls out of the bounds of supported services, your Harris salesperson will be your representative at Harris to mediate the issue for you.

D. Harris upon prior notice, reserves the right to charge for unusual or excessive telephone expenses or shipping charges in connection with the Maintenance Services provided under this agreement.

E. Custom programming, custom reports, custom scripts are all considered to be outside the range of normal support services. Should a request be considered custom a quote for the programming and project management time will be supplied to you for review. After reviewing you can either order the custom programming or decide it is not necessary.



**8. PAYMENT**

A. The annual Maintenance Fee must be paid in advance of this Agreement’s anniversary date and will be invoiced in advance of said anniversary date. The annual Maintenance Fee is as specified on Attachment “A” to the End User License Agreement. Harris reserves the right to increase the amount of the support agreement with written notice by up to 15% per year.

B. In addition to the Support and Maintenance Fee, Organization shall reimburse Harris for its direct expenses in providing support services (“Billable Fees”) pursuant to this Agreement which include the following. Said fees may be adjusted on an annual basis to match Harris’ then-current and reasonable rates which are applicable to all clients.

- i. its direct travel expenses which are excluded from the total fees amount described in the Statement of Work, including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees;
- ii. courier services, photocopying, faxing and reproduction, all reasonable travel costs (hotel and airfare) including a travel time rate of \$75.00 per hour; a per diem rate of \$70.00 for week days and a \$140.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided);
- iii. a mileage charge based on the current U.S. Internal Revenue Service recommended rate per mile, long distance telephone calls; and
- iv. all other reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production.

**9. TERM AND TERMINATION**

A. This Agreement will be effective, and services provided hereunder will commence as of the first day of the Month in which the installation of the Software designated in the End User License is performed. All Maintenance Agreements start on the first day of the month. Harris may change the Maintenance Fee with 30 days written

notice, consistent with Attachment “A” to the End User License Agreement and paragraph 8 hereof, which fee shall become effective with renewal.

B. This Agreement will remain in effect perpetually unless terminated by written notice thirty (30) days prior to expiration by either party.

C. If you cancel your maintenance you must purchase an upgrade to the current version of the product in order to register for a new maintenance period. If you have previously received the current upgrade version, the start of the new maintenance period will begin on the date that you renew your Agreement.

D. On thirty (30) days advance written notice, Harris reserves the right to withdraw maintenance services on any or all Maintained Software or other products, and to alter the prices, terms and conditions of the Maintenance Program, in advance of any maintenance renewal, consistent with Attachment “A” to the End User License agreement and paragraph 8 hereof. Any such withdrawal or alterations will amend the Maintenance Program between you and Harris as of your renewal date.

E. If you allow your Maintenance Agreement to lapse more than sixty (60) days from its renewal date, a new Maintenance Agreement must be entered into if continued support is desired. The new Maintenance Agreement will be the standard Maintenance Agreement offered by Harris at the time that this Maintenance Agreement has lapsed, all associated fees of the new Maintenance Agreement will apply.

**10. MISCELLANEOUS**

A. You may not assign this Agreement to a third party without the prior written consent of Harris. This Agreement and the Harris Product License Agreement shall be the only agreements between Harris and you with respect to the Maintained Software. They cannot be modified except in writing and with the approval of both parties. These Agreements supersede all prior agreements, oral or written, relating to the Maintained Software.

B. In addition, your current, paid Product Support Agreement entitles you to all release maintenance updates.

TriCo Regional Sewer Utility  
COMPANY

(317) 660-6606  
TELEPHONE

7236 Mayflower Park Drive  
ADDRESS

\_\_\_\_\_  
FAX NUMBER

Zionsville, IN 46077  
CITY, STATE, ZIP

PRODUCTS COVERED: inHANCE Impresa

PLEASE SIGN HERE TO INDICATE YOU HAVE READ AND ARE IN AGREEMENT WITH THE TERMS AND CONDITIONS OF THE HARRIS ANNUAL MAINTENANCE AND PRIORITY SUPPORT.

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
DATE

HARRIS

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

PLEASE RETURN TO:  
Harris, 3800 Paluxy Dr., Ste 540, Tyler, TX 75703

**Preliminary Proposal Specification**  
**TRICO Regional Sewer Utility**  
**February 8, 2020**

**1.0 Software License: inHANCE Impresa CIS :**

License: 16,000 Service Location Records, 7 Concurrent Users

Customer Information System Includes:

- Customer Information Tracking
- Service Location Tracking
- Meter/Device Tracking
- Utility Billing Administration
- Report Management
- Service Order Management
- Inventory Management
- Security Management
- Automated Task Scheduler and Reminders
- ACH Interface for Direct Deposit
- API for Invoice Cloud Internet Bill Presentment and Payment/Paperless Module

**2.0 On-Site Training**

On-Site Training Days (14 Days)

Training will consist of a total of fourteen (14) on-site training days. By “day”, Harris means eight hours of time spent at the customer site by one Harris staff member. We will utilize customer supplied hardware. We highly recommend that each attendee have a dedicated workstation for training.

The breakdown of training is itemized below in the line-itemed cost section.

The cost of on-site training is \$170.00 per hour. Travel and living expenses will be billed separately and are not included in this proposal. The training outline is preliminary in nature. After further discussion with Trico, we may elect to modify the training schedule. The estimate is based on our experience with municipal entities/utilities similar to Trico.

**3.0 Implementation/Project Management**

Days required on-site: 7 Days

In an effort to ensure that the transition to our system is as smooth as possible, we will have a Harris Project Manager on-site at Trico facilities for a total of seven (7) days for project management assistance (separate and distinct from training).

As part of our project management, we will work on-site with your system administrators in the initial stages of the project. We will perform a needs analysis so that we may tailor the configuration of our system to best meet the goals of the utility. We will leverage our expertise to guide Trico staff through the selection of industry best practices. Various setup parameter options will be presented to Trico administrators so that they can review all options and select those best in concert with Trico objectives.



The Project Manager will be on-site for a week to assist with system interfaces, balance verification and insure that the system is prepared to enter production. The cost of all on-site implementation and project management assistance is \$170.00 per hour. Travel and living expenses have not been included and will be billed separately to the client.

#### Data Conversion

Data conversion will include the migration of the existing CUSI utility billing database into the Impresa system. Data conversion includes customer demographic data, rate codes, usage history, balance forward and viewable transaction detail that includes charges, payments and adjustments.

#### 4.0 Maintenance and Support

Call in support via 800 line; 9:00 am – 6:00 pm EST availability, Monday through Friday, normal business days.

#### Estimated Delivery and Schedule

Delivery is estimated at 160 days after order is received. A formal preliminary project plan is available upon request.

#### Pricing:

<b>One-Time Software License Fees:</b>		
Impresa CIS: 16,000 Service Locations, 7 users	\$	10,000.00
inHANCE Cloud Services Connectivity (Web/Paperless/IVR System)		Included
<b>TOTAL SOFTWARE COST</b>	<b>\$</b>	<b>10,000.00</b>

<b>Professional Services</b>		
	Hours	
Business Process Review	16	\$ 2,720.00
Installation/Setup - Server	4	\$ 680.00
On-Site Basic Training	38	\$ 6,460.00
On-Site Pre - Go Live	38	\$ 6,460.00
Advanced Training	32	\$ 5,440.00
Project Management	66	\$ 11,220.00
Data Conversion	120	\$ 21,000.00
<b>On-Site Training &amp; Project Management Total</b>	<b>314</b>	<b>\$ 53,980.00</b>
<b>SOFTWARE &amp; SERVICES TOTAL</b>		<b>\$ 63,980.00</b>

<b>Annual Software Support &amp; Maintenance:</b>		
Impresa CIS	\$	16,000.00
<b>TOTAL Software/Services/First Years Maintenance/Support</b>	<b>\$</b>	<b>79,980.00</b>

### Comments and Clarifications:

- 1) Computer hardware, network, Microsoft SQL Server and any additional required items not noted above, are to be purchased by Client and are not included in this proposal unless stated above.
- 2) The Software License Fee provides the capacity for up to 16,000 service locations and 7 concurrent users.
- 3) Client may choose a standard Harris form for billing statements, late notices and disconnect notices at no additional cost. Bill design services are also available from Harris at an additional charge of \$170.00 per hour if Trico desires Harris to duplicate existing bill/statement formats and/or disconnect notices.
- 4) Pricing does not include any applicable tax and is valid through February 28, 2020.
- 5) Proposal is based on the information described within this specification and our best understanding of the customer's requirements.
- 6) Internet payment, online statement and usage review capability is offered via our proposed API to our third-party partner Invoice Cloud. Transaction fees are not included in this proposal and will be supplied by Invoice Cloud. Invoice Cloud will also provide a state-of-the-art paperless system as well as IVR payment capabilities. [www.invoicecloud.net](http://www.invoicecloud.net)
- 7) Travel and living expenses are not included and will be billed to TRICO.
- 8) Shaena Robertson has been identified as the project manager for Trico.
- 9) An optional Annual Database Support is recommended for those utilities without an IT Department or for those utilities who desire an additional layer of disaster recovery protection. This optional contract does not include Microsoft SQL Server or Microsoft SQL Server Support of any kind, the resolution of hardware failures, software failures, network issues, hardware setup or installation, external backup procedures or equipment, maintenance. The services provided do include the following:
  - Unlimited re-installation of the database configuration
  - Unlimited restore of the database
  - Weekly optimization of the database
  - Weekly re-indexing of the database
  - Weekly backups of the database to the server's hard drive and verified once a week for successful completion.
  - Database minimization of free space (only in MSSQL 2000)
  - Weekly verification of allocation and structural integrity of all the objects in the database

### Payment Terms:

50% at contract signing  
25% at installation on server  
12.5% at commencement of training  
12.5% at commencement of Go Live.



## CAPITAL & CONSTRUCTION MEETING

---

Monday February 8, 2021 at 5:30 p.m.  
Memorandum

Mr. Pittman called the meeting to order at 5:40 p.m.

### **Roll Call**

Members Present: Committee Chair Steve Pittman, members Amanda Foley, and Jeff Hill who attended by phone, Board members Jane Merrill, Eric Hand, Michael McDonald. Others in attendance were Utility Director Andrew Williams, Engineering Manager Wes Merkle, Controller Cindy Sheeks, and Administrative Assistant Maggie Crediford.

### **Public Comment**

There was no one present from the public.

### **Dedications**

Mr. Pittman said Staff is asking the Committee to recommend the Board accept the dedication of the Carmel Medical Arts Pavilion sanitary sewers. There were no questions or comments.

### **#2101 Little Eagle Creek Interceptor Extension**

Mr. Pittman said this is the sewer extension project that would extend TriCo sewers north towards County Road 200 South. There is a proposed development just south of the airport property. Staff expects there to be challenges obtaining easements from property owners who are not supportive of development in the area.

Mr. Merkle said the interceptor sewer currently ends at 146<sup>th</sup> Street or County Road 300 South by Union Elementary School. The sewer will be extended north around Fieldstone. Arbor Homes has about 200 acres under contract that is already zoned, and they are moving forward with the development. Staff's intent is to move forward with design simultaneously with development. The difficulty for TriCo will be securing easements. Staff and developers have approached property owners along County Road 1200 East to secure easements. There were several owners who had no interest in granting easements. Mr. Pittman asked if the Board moves forward with the requested design services and the property owners will not work with the Utility regarding easements, how long is the condemnation and eminent domain process. Mr. Merkle said it would depend on how quickly the process moved through the legal system. Staff will reach out to the property owners and give them time to respond. If the property owners are willing to work with Staff, time will be given to reach an agreement. Mr. Hand asked if there is an alternate design route that could be taken that would eliminate the need to acquire easements from these property owners even if it might not be the most cost-effective route? Mr. Merkle said the Utility needs to cross the same properties regardless of the route. The alternative

would be going along County Road 1200 E. The difficulty there is if the Utility is not following the creek it will reach a point where it is installing sewer 30 plus feet deep, which is more disruptive and comes with much greater costs and risks. The Committee will recommend the Board accepts the design services agreement.

### **#2103 Long Brook, Bridlewood & Countrywood Sewer Extension**

Mr. Pittman said the recommended action is to proceed with engineering services to extend services to Long Brook, Bridlewood and Countrywood and approve the professional services agreement with GRW in an amount not to exceed \$59,150. Mr. Pittman asked how the sewer is being extended to the Long Brook neighborhood. Mr. Merkle said the extension will require the sewers to be run through some of their common area. The Utility will need to acquire easements from the HOA. Mr. Merkle said this is the last neighborhood sewer project for the Utility to complete. The Committee will recommend approval of the engineering services agreement with GRW in an amount not to exceed \$59,150.

Mr. Hill said the memo provided in the packet mentions not recommending low-pressure sewers in Lacoma Estates. He asked if redevelopment happens in Lacoma Estates, would that area be served through gravity sewer mains in the future? Mr. Merkle said Lacoma estates is at 96<sup>th</sup> Street and Spring Mill Road and no one in that neighborhood has requested sewer service. There was a proposal by St. Vincent to build a large hospital complex several years ago. St. Vincent backed away from those plans. However, they are still planning on developing that property in some capacity and they have purchased most of the homes in the neighborhood. If development happens and the neighborhood is demolished, then the low-pressure sewers there will be demolished as well. The area would then be served by gravity sewer through Lift Station 24, by the extension of gravity sewers.

### **Capital Project Updates**

Mr. Merkle said projects are moving along well and staff is happy with the progress. The Haver Way Lift Station was started up and nearby business owners want to connect.

**Lift Station 16 Reconstruction-** This project is pending a project that Mr. Pittman is developing. When the project moves forward, TriCo will move forward with sewer design and construction simultaneously.

Mr. Merkle said there has been renewed interest on a couple parcels on 99<sup>th</sup> Street, between Westfield Boulevard, Rangeline Road and Keystone Parkway by Walden Pond. The property has been on and off the market over the years. A project was approved two or three years ago to extend sewers from Keystone up to the property, but the developer never moved forward so the Utility tabled the extension plans. It could be coming back around and moving up on the development schedule.

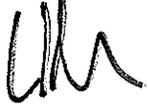
**Plant Expansion-** Mr. Merkle and the Committee discussed challenges with the construction contractor Thieneman with regards to the quality and proposed change costs. Mr. McDonald asked if quality troubles are being documented in case there are

issues in the future. Mr. Merkle said staff and contract inspectors thoroughly document progress and quality issues, including written reports and site photos. Mr. Merkle will keep the Committee informed as the project continues.

**Adjournment**

The meeting adjourned at 6:02 p.m.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'W. Merkle', written in a cursive style.

Wes Merkle,  
Engineering Manager

