



# TriCo Regional Sewer Utility

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## **Board of Trustees Meeting Agenda**

**Monday, December 11, 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 November 13, 2023**
- 4. Approval of Claims Docket**
- 5. Attorney's Report**
- 6. Utility Director's Report**
- 7. Committee Reports**
  - a. Budget & Finance Committee
    - i. 2024 Operating Budget
  - b. Personnel & Benefits Committee
  - c. Capital & Construction Committee
    - i. Dedications
    - ii. Pump Truck Replacement
- 8. Old Business**
- 9. New Business**
  - i. Lateral Extension Reimbursement Agreement
  - ii. Carmel Reimbursement Agreement
- 10. Adjourn**



## BOARD OF TRUSTEE MEETING

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Monday, November 13, 2023, 6:00 p.m.  
Memorandum

Mr. Mills called the meeting to Order at 6:02 p.m.

### **ROLL CALL**

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

### **PUBLIC COMMENT**

There was no one present from the public.

### **APPROVAL OF MEETING MEMORANDUM**

Ms. Merrill made a motion to approve the October 9, 2023, Board Meeting memorandum. Ms. Foley seconded the motion, and it was unanimously approved.

### **APPROVAL OF CLAIMS DOCKET**

Ms. Sheeks said there were large expenditures associated with the Lift Station 16 project. All other expenditures were normal monthly expenses. Mr. McDonald made a motion to approve the claims docket. Ms. Merrill seconded the motion, and it was unanimously approved.

### **ATTORNEY'S REPORT**

Mrs. Poindexter had no report.

### **UTILITY DIRECTOR'S REPORT**

Mr. Williams provided the Board with a handout. He explained that during the exit interview with Crowe regarding the Utility's SBOA audit, it was decided that a signature line will be added to the monthly bank reconciliations so the Utility Director can sign them indicating that they have been reviewed by someone other than the Controller. While this is being done, there had been no sign off on the document. That was the review only comment. Crowe complimented staff on providing them with the information they needed to complete the audit. They found TriCo to be very organized and thorough with documentation. Regional Sewer Districts audits will typically be on a five-year cycle. Mr. Williams complimented the management team for keeping accurate records.

Mr. Williams invited the Board members to attend the Thanksgiving staff pitch-in on Monday November 20, 2023, at 11:30 a.m.

Mr. Williams showed the board the metal artwork that Brian Vaughn made for Ms. Crediford to commemorate the passing of the Utility's ducks. Ms. Crediford commented on how kind and thoughtful the entire staff has been, and how touching it was to have so much support from all the staff.

Mr. Williams said staff is planning the Board Appreciation Dinner and asked if late February is a good time for everyone in 2024. Board members agreed it is and preparations will be made, and invitations will be extended.

Mr. Pittman asked if staff had noticed that the guard rail at the roundabout at 106<sup>th</sup> Street and Spring Mill Road had been hit by a car. Mr. Williams said they had but luckily the damage did not extend to the Utility's fence line.

Mr. McDonald asked about the Woodhaven repair and if TriCo or Carmel paid to repair the driveway. He said he believed neither were at fault, but he did not see what the resolution ended up being. Mr. Williams said the staff investigated it and the damage was not from work TriCo had done and it wasn't TriCo's line. Mr. Merkle said the concrete failed because of groundwater.

Mr. Hand noted that according to the selected stats, there was a significant rainfall event in July, and he noticed the flow rate only increased by ten percent. He recognizes that this must be partially attributed to staff's reconciliation of inflow and infiltration issues throughout the district. He said he knows it is a late compliment, but it needed to be made.

## **COMMITTEE REPORTS**

### **Personnel & Benefits Committee**

Mr. Kimbell made a motion to approve Salary Ordinance 11-13-23. Mr. Hand seconded the motion, and it was unanimously approved.

Mr. Kimbell made a motion to approve the proposed medical insurance renewal, which includes a 5.2% premium increase. Ms. Merrill seconded the motion, and it was unanimously approved.

### **Capital & Construction Committee and Budget & Finance Committee**

Ms. Merrill made a motion to approve the 2024 Capital Budget except for the Little Creek Interceptor Project. Ms. Foley seconded the motion, and it was unanimously approved.

Ms. Foley made a motion to approve the Little Eagle Creek Interceptor project as part of the 2024 Capital Budget. Ms. Merrill seconded the motion. The motion was approved, Mr. Pittman abstained from the vote.

## **NEW BUSINESS**

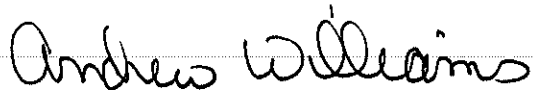
Ms. Merrill made a motion to approve the On-Call I&C Professional Services & LS 10 Task Order. Mr. Pittman seconded the motion, and it was unanimously approved.

## **ADJOURNMENT**

Mr. Pittman made a motion to adjourn the meeting. Ms. Merrill seconded the motion. The meeting adjourned at 6:27 p.m.

The next Board of Trustees Meeting is scheduled for Monday, December 11, 2023 at 6:00 p.m.

Respectfully submitted,



Andrew Williams  
Utility Director

Approved:

\_\_\_\_\_ as Presented  
\_\_\_\_\_ as Amended

\_\_\_\_\_  
Michael McDonald, Secretary

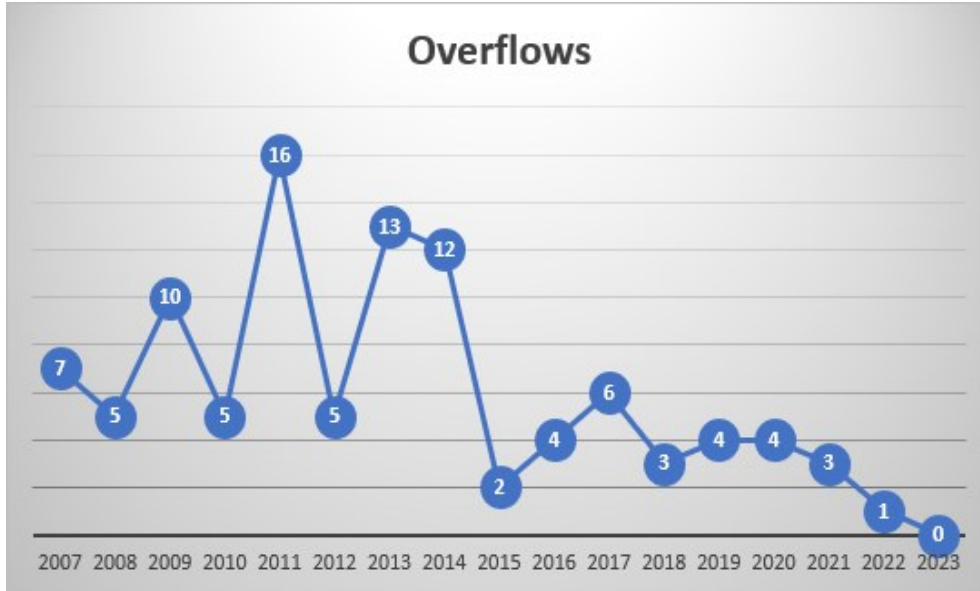
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Carl Mills, President

# The TriCo Connection

Volume 17 Issue 12 December 2023

MONTHLY NEWSLETTER

## AROUND THE DISTRICT-



### Reduction in Overflows 2007 to 2023

The many years of concentrated focus on I&I Removal and Capacity Improvements have paid off. The last wet weather overflow was in 2014. From 2015 on, overflows have been caused by contractor failures and some mechanical failures.



The Staff was greeted in December by the TriCo Sewer Elves.

These mischievous elves have been playing hide and seek with staff and when found handing out good humored holiday tasks to help fill the Utility with Christmas Cheer.



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### Calendar of Events

December 11	Board Meeting	6:00 p.m.
December 22	B&F Meeting	7:30 a.m.
December 27	P&B Meeting	7:30 a.m.
January 2	C&C Meeting	4:30 p.m.

## FINANCIAL UPDATE – CINDY SHEEKS

In October 2023, total revenue was \$786,633, down \$36,132 from September 2023. The Annual total revenue projection for 2023 is \$8,129,400. YTD through October revenue is 94.20% of the annual budget projection. Residential income was \$439,802 during the month and commercial sales totaled \$266,894. Residential sales decreased \$9,392 from September to October. Commercial sales decreased \$17,980 from September to October. The Other Revenue category (late fees, application fees, plan review fees) was \$29,247 in October. The Other Income category (interest, gains on asset disposal, miscellaneous revenue) was \$50,690 during the month.

Total operating expenses were \$563,743 in October. YTD spending is 85.16% of the 2023 Operating Budget of \$6,409,726. Total expenses during October 2023 were \$26,080 higher than expenses in September 2023 and \$64,138 higher than October 2022. Wages and benefits spending totaled \$237,458 during the month. Administration spending was \$110,684 during October. Treatment costs totaled \$170,780 and collection costs totaled \$44,821 during the month.

Net income in October was \$105,725 after depreciation and amortization of CIAC.

### Spending Breakdown in October:

Wages	42.12%
Administration	19.63%
Treatment Costs	30.29%
Collection Costs	7.95%

No Interceptor fees were collected in October. EDU fees collected in October totaled \$37,890.

Cash generated for October shows an decrease in all funds of \$92,838. Capital spending during the month totaled \$164,303 for LS 1 wet weather, LS 16 improvements, pump replacements and a new 24" mag meter swap. Cash on hand as of October 31, 2023, was \$12,482,122.

The balances in the funds are listed below:

Operating	\$8,589,198
Interceptor	\$-491,473
Plant Expansion	\$2,795,079
Operating Reserve	\$519,252
Reserve for Replacement	\$-776,993
2020 Bond Funds	<u>\$1,847,060</u>
Total	\$12,482,122

## SAFETY UPDATE - LOREN PRANGE

No injuries reported this month, and we are at 671 days without a loss time accident.

Loren attended the IWEA operators challenge committee meeting to help pick the location for the safety event for next May being held at Western Hancock Utilities.

Fire extinguishers and emergency lights annual inspection was completed. There were two emergency lights that needed new batteries and two bulbs replaced.

One of the MSA Altair air monitors failed with a bad CO/H2S sensor. The sensor was replaced and tested before we put it back into service.

## **PLANT UPDATE - SCOT WATKINS**

Plant staff completed 413 tasks in Cartegraph this month. Staff cut the prairie grass down and removed the UV equipment for the winter season. The non-potable and post aeration structure were cleaned. The booster pump for the belt press was rebuilt and is ready for service when needed and a seal was replaced on the wash box. Scot, and Maggie hosted the IWEA Safety Committee meeting.

One Hundred pump-outs have been logged and accounted for over 30,000 gallons of FOG being prevented from entering the system this month. Thirteen inspections were completed with three follow up inspections. Shaun worked on SUO updates and with SwiftComply to update all the facilities to allow for better management of historical data and activated the enforcements feature within SwiftComply which required the creation of the templates and violation letters that will be sent through the software. Prodigy Burger has closed.

The laboratory performed 420 CBOD5 tests, 270 Total Suspended Solids (TSS) tests, 202 Phosphorus & Ammonia tests, and 48 Total Nitrogen tests. Monthly Method Detection Limit studies were completed on TSS, Phosphorus, and Ammonia. The balance and weights had their annual calibrations completed. Bob attended a Leadership Development Institute (LDI) class, Lab, and Wastewater Challenge Committee meetings.

## **COLLECTIONS UPDATE – AARON STRONG**

Throughout November, our exceptional staff demonstrated their commitment to customer satisfaction by promptly responding to and addressing four customer assistance calls. Their efforts included diagnosing and inspecting the repair of three sanitary sewer lateral repairs. A key aspect of this work involved utilizing CCTV inspection to assess whether the laterals were cross-bored during recent fiber optic installs in the area. This meticulous approach not only showcases our team's technical expertise but also reflects our unwavering dedication to delivering top-notch service.

In 2023, our team has responded to an impressive total of 48 customer assistance calls. This achievement underscores our commitment to being a reliable and responsive partner for our customers.

Over the past few weeks, our fleet has encountered a series of unexpected repairs. The Utility's pump truck received a new transmission, the Transmission Position Sensor (TPS) on the Aquatech failed and the CCTV inspection truck's alternator bracket weld broke requiring transport to a repair facility. All trucks have been repaired, however, the pump truck and Aquatech are still working out kinks with their respective repairs.

Staff televised 16,290 feet of gravity sewer, performed weekly lift station inspections and are scheduled to attend Flygt's Submersible Pump Training on December 6<sup>th</sup>.

## ENGINEERING & CONSTRUCTION - WES MERKLE

Staff completed 457 locates, 40 I&I inspections and 21 lateral inspections in November. There were no failed I&I inspections. 1,735 locate requests were received and reviewed. Brandon completed lateral and I&I inspections and Nate completed locates. Nate attended the Midwest Damage Prevention Conference in French Lick. He also continued outreach efforts through social media. Our Facebook page now has 515 followers. Construction inspection work slowed this month as we wait for many private development projects to complete sewer work. Eric observed construction at Ambleside Section 2; he also completed several warranty and repair inspections.

Jeff began cross-checking customer data in the billing and asset management systems. The goal of this effort is to verify connected properties are receiving bills and vice versa, verify usage data and permitted EDUs, and verify data consistency. Ryan continued coordination and inspection on both Lift Station 8 and 16 projects. Both projects were delayed by electric utility work. He completed plan review for two new private development projects and two Home Place area storm sewer projects. Wes continued master planning efforts and financial analysis for potential service area changes.

Construction contractor Thieneman continued work on punch list and warranty items for the WRRF Expansion project. At Lift Station 8 (Laurelwood), AES installed the new electric service and transformer. The new lift station is up and running. Lykins completed remaining gravity sewer and force main tie-in work, and demolished the old lift station. In the next few weeks crews expect to complete final grading, paving, and fence installation. Construction contractor TPI plans to finally start work on the Lift Station 26 (Jackson's Grant) Parallel Force Main project in January; all pipe material has been received. At Lift Station 16 (Michigan/Sycamore Street), crews began installing electrical equipment and controls above grade. The electrician continues to wait for delivery of the manual transfer switch, now delayed until early January. We continue to wait for Duke Energy to install new power service at the site, which they anticipate in the coming weeks. The lift station will be started up following installation of the new Duke service, electrical equipment, and force main tie-in.

At Lift Station 14 (Austin Oaks), electrical contractor Barth constructed a foundation and set the new generator. Buried conduit installation is underway, which will be followed by installation of concrete footings, an equipment rack, and equipment installation. The generator installation at Lift Station 26 (Jackson's Grant) is complete. The new generator at Lift Station 11 (Old 106th Street/Bennett Parkway) suffered an electrical failure and the contractor has committed to repair or replace at their cost. Once we receive additional information from the equipment rep, replacement parts or a new unit will be ordered and installed upon receipt. Design work is nearly complete on the Lift Station 10 (Ashbrook) Upgrades project. Staff anticipates receiving permits, bidding construction, and quoting equipment by January.

### Birthday

Melissa Tetrick December 28



TriCo Regional Sewer Utility  
Register of Claims  
For the period 11/8/2023 - 12/26/2023

Payment date	Check number	Bank name	Payee name	Amount	Amount Allowed	Description
11/8/2023	19742	Operating	Shaun Odom	\$68.12	\$68.12	Mileage - Pretreatment meeting @ Columbus
11/9/2023	19743	Operating	Blackbaud	\$8,418.88	\$8,418.88	Site ID 47013/Annual Renewal
11/9/2023	19744	Operating	IUPPS	\$1,786.00	\$1,786.00	Monthly tickets
11/9/2023	19745	Operating	Kinetrex Energy	\$387.40	\$387.40	Natural gas 9/27-10/27
11/9/2023	19746	Operating	ELIZABETH MATTHEWS	\$1,077.01	\$1,077.01	Refund - Account overpayment 1514 Mairn
11/9/2023	19747	Operating	PRINEST C PASCHAL	\$500.00	\$500.00	Refund-10510 Trerice
11/9/2023	19748	Operating	BETH OR JEROLD TIMPSON	\$2,000.00	\$2,000.00	REFUND-1022 SERENITY CT
11/9/2023	19749	Operating	Nalco Company, LLC	\$598.42	\$598.42	Sewer sampling
11/9/2023	19749	Operating	Nalco Company, LLC	\$251.36	\$251.36	Sewer sampling
11/9/2023	19750	Operating	NCL of Wisconsin, Inc	\$713.70	\$713.70	Sewer sampling
11/10/2023	19751	Operating	SHRUTI SATHUJA	\$500.00	\$500.00	REFUND-4411 LEO PANTHERA
11/10/2023	19752	Operating	Matt Starr	\$34.06	\$34.06	Mileage - 11/08/2023
11/10/2023	19753	Operating	EMMANUEL AUBRY	\$1,599.78	\$1,599.78	REFUND-14266 ESPIRIT
11/13/2023	19754	Operating	Jazmine Ealy	\$400.00	\$400.00	Dep care reim
11/13/2023	19755	Operating	BALA DHUNGUNA	\$326.72	\$326.72	REFUND-13424 SEDGWICK
11/13/2023	19756	Operating	NICKI J VARMA	\$391.60	\$391.60	REFUND-13257 CAMILLO CT
11/13/2023	19757	Operating	HEIDI KING	\$757.70	\$757.70	REFUND-13516 LABLANCA
11/13/2023	19758	Operating	BRETT BUSSELL	\$386.67	\$386.67	REFUND-12144 AMS RUN
11/13/2023	19759	Operating	AIMEE OR JOHN BLACK	\$490.54	\$490.54	REFUND-3362 MODESTO
11/13/2023	19760	Operating	JONATHAN R DIEDAM	\$120.00	\$120.00	REFUND-1044 TIMBER CREEK #1
11/13/2023	19761	Operating	STEVE JOHNSON	\$430.95	\$430.95	REFUND-3545 INVERNESS
11/13/2023	19762	Operating	ELENA L OR JEFFREY L LYNCH	\$413.35	\$413.35	REFUND-3909 VERDURE LN
11/13/2023	19763	Operating	SUSANNAH MILLER	\$288.52	\$288.52	REFUND-2118 PINEHURST DR
11/15/2023	19764	Operating	SIBUSISIWE NDEBELE OR LIPSH	\$200.95	\$200.95	REFUND-14469 TIMMIS CIRCLE
11/15/2023	19765	Operating	Wes Merkle	\$158.80	\$158.80	Board reim
11/16/2023	19766	Operating	Cindy Sheeks	\$1,300.00	\$1,300.00	2023 Safety awards
11/17/2023	19767	Operating	Paymentus Group, Inc.	\$43.80	\$43.80	NSF Returned items
11/17/2023	19768	Operating	Brian Vaughn	\$110.04	\$110.04	Mileage reim
11/17/2023	19769	Operating	Carmel Utilities	\$30.35	\$30.35	LS 26
11/17/2023	19769	Operating	Carmel Utilities	\$399.20	\$399.20	LS 2
11/17/2023	19769	Operating	Carmel Utilities	\$14.92	\$14.92	LS 1
11/17/2023	19770	Operating	Citizens Energy Group	\$250.00	\$250.00	Meter reading
11/20/2023	19773	Operating	Lisa Davis	\$22.43	\$22.43	Cleaning supplies
11/20/2023	19774	Operating	AFLAC	\$561.03	\$561.03	EE Deductions
11/27/2023	19775	Operating	Jazmine Ealy	\$400.00	\$400.00	Reim - FSA 11/2,11/4,11/11,11/16
11/28/2023	19776	Operating	Brandon Woolf	\$50.00	\$50.00	Nov cell phone
11/28/2023	19777	Operating	Eric Luis Delacruz	\$50.00	\$50.00	Nov cell phone
11/28/2023	19778	Operating	Jeffrey Martin	\$50.00	\$50.00	Nov cell phone
11/28/2023	19779	Operating	Nathan Crowder	\$50.00	\$50.00	Nov cell phone
11/30/2023	19783	Operating	Indiana Department of Environmen	\$30.00	\$30.00	Cain exam fee -Class I
11/30/2023	19784	Operating	Zionsville Lions Park, Inc.	\$3,000.00	\$3,000.00	2024 Silver Sponsor
11/30/2023	19785	Operating	Amanda Foley	\$600.00	\$600.00	November board fees
11/30/2023	19786	Operating	Carl S. Mills	\$600.00	\$600.00	November board fees
11/30/2023	19787	Operating	Eric Hand	\$450.00	\$450.00	November board fees
11/30/2023	19788	Operating	Jane B. Merrill	\$300.00	\$300.00	November 2023 board fees
11/30/2023	19789	Operating	Jeffrey Kimbell	\$300.00	\$300.00	Nov board fees
11/30/2023	19790	Operating	Michael A. McDonald	\$600.00	\$600.00	November board fees
11/30/2023	19791	Operating	Steve Pittman	\$600.00	\$600.00	November board fees
12/4/2023	19792	Operating	MIKE DAVIS	\$22.22	\$22.22	REFUND-11005 JORDAN ROAD
12/4/2023	19793	Operating	Excavation Safety Alliance, LLC	\$811.00	\$811.00	Global 2024 Conference
12/5/2023	19794	Plant Expansion	Huntington Public Cap Corp	\$669,518.78	\$669,518.78	Bond and Interest payment
12/5/2023	19795	Interceptor	Commonwealth Engineers, Inc	\$149.92	\$149.92	CIP-Proj 2208 LS 8 Upgrades Interceptor
12/5/2023	19796	Interceptor	GRW	\$392.62	\$392.62	CIP-PROJ 2208 LS 16
12/5/2023	19797	Interceptor	Ottenweller Contracting	\$32,238.00	\$32,238.00	CIP-Proj 2208 LS 16 Interceptor
12/5/2023	19798	Reserve for Repl	Commonwealth Engineers, Inc	\$10,340.00	\$10,340.00	CIP-Proj 2301 LS 10 Upgrades R4R
12/5/2023	19799	Reserve for Repl	Indiana Pump Works, LLC	\$3,276.15	\$3,276.15	PO 2005 R4R Plant R & M
12/5/2023	19800	Operating	Alpha-Liberty Company Inc.	\$485.56	\$485.56	Calibration
12/5/2023	19801	Operating	Altman, Poindexter & Wyatt, LLC	\$685.00	\$685.00	Legal fees
12/5/2023	19802	Operating	Barth Electric Co., Inc.	\$18,100.00	\$18,100.00	CIP-Proj 2206 LS 26 Backup Generator
12/5/2023	19803	Operating	Bee Green Lawn & Plant Health	\$135.36	\$135.36	Plant Health Care
12/5/2023	19803	Operating	Bee Green Lawn & Plant Health	\$158.32	\$158.32	Winter Organic Lawn Care
12/5/2023	19804	Operating	Black Tie Courier	\$525.00	\$525.00	Lock Box Delivery
12/5/2023	19805	Operating	Blackburn Manufacturing Co	\$2,508.00	\$2,508.00	Paint
12/5/2023	19806	Operating	Carmel Utilities	\$45.33	\$45.33	Stormwater
12/5/2023	19807	Operating	Carmel Welding	\$86.69	\$86.69	Equipment
12/5/2023	19808	Operating	Concentra Health Services, Inc - C	\$180.00	\$180.00	Testing fees
12/5/2023	19809	Operating	CuraLinc, LLC	\$295.00	\$295.00	EAP Services
12/5/2023	19810	Operating	Doxim	\$4,928.30	\$4,928.30	Monthly billing
12/5/2023	19810	Operating	Doxim	\$7,240.05	\$7,240.05	Postage
12/5/2023	19811	Operating	Environmental Systems Research	\$1,398.36	\$1,398.36	AcrGIS Online Editor Annual Subscription
12/5/2023	19812	Operating	FerrellGas	\$147.27	\$147.27	2034828582

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Payment date	Check number	Bank name	Payee name	Amount	Amount Allowed	Description
12/5/2023	19813	Operating	Fluid Waste Services, Inc.	\$700.00	\$700.00	Line maintenance 10437 Spring Highland
12/5/2023	19813	Operating	Fluid Waste Services, Inc.	\$910.00	\$910.00	Vacuum pits
12/5/2023	19814	Operating	Grainger	\$42.28	\$42.28	Pipe Plug
12/5/2023	19815	Operating	Hach Company	\$2,798.00	\$2,798.00	Sewer sampling
12/5/2023	19816	Operating	HRD Advisors Group	\$150.00	\$150.00	Assessment - Davis
12/5/2023	19817	Operating	IT Indianapolis/Core	\$10,229.96	\$10,229.96	Monthly Maintenance
12/5/2023	19817	Operating	IT Indianapolis/Core	\$849.98	\$849.98	Azure
12/5/2023	19818	Operating	KOORSEN FIRE & SECURITY	\$277.95	\$277.95	Repair to security system
12/5/2023	19818	Operating	KOORSEN FIRE & SECURITY	\$150.00	\$150.00	Monitoring 12/23-2/24
12/5/2023	19819	Operating	Lykins Contracting LLC	\$107,852.89	\$107,852.89	CIP-Proj 2202 LS 8
12/5/2023	19820	Operating	MacAllister Machinery	\$3,073.88	\$3,073.88	Transmission repair
12/5/2023	19821	Operating	Maco Press	\$111.95	\$111.95	Purchase Orders
12/5/2023	19821	Operating	Maco Press	\$244.39	\$244.39	#10 Envelopes
12/5/2023	19821	Operating	Maco Press	\$50.64	\$50.64	Business Cards/Drew
12/5/2023	19822	Operating	Microbac Laboratories, Inc.	\$119.00	\$119.00	Sewer Sampling
12/5/2023	19823	Operating	Motion Industries	\$114.48	\$114.48	Equipment
12/5/2023	19824	Operating	NCL of Wisconsin, Inc	\$1,038.42	\$1,038.42	Sewer sampling
12/5/2023	19824	Operating	NCL of Wisconsin, Inc	\$664.86	\$664.86	Sewer sampling
12/5/2023	19825	Operating	Office Depot	\$231.78	\$231.78	Paper Towels
12/5/2023	19825	Operating	Office Depot	\$357.65	\$357.65	Office Supplies
12/5/2023	19826	Operating	Pace Analytical Services LLC	\$420.80	\$420.80	Sewer sampling
12/5/2023	19826	Operating	Pace Analytical Services LLC	\$299.30	\$299.30	Sewer sampling
12/5/2023	19826	Operating	Pace Analytical Services LLC	\$276.00	\$276.00	Sewer Sampling
12/5/2023	19827	Operating	PFM Auto & Fleet - Zionsville	\$1,593.21	\$1,593.21	2016 F-250 maintenance
12/5/2023	19828	Operating	Simplifile	\$390.00	\$390.00	Filing fees
12/5/2023	19829	Operating	Sunbelt Rentals	\$170.24	\$170.24	Equipment Rental
12/5/2023	19830	Operating	Taylor Oil Company, Inc.	\$18.65	\$18.65	Supplies
12/5/2023	19830	Operating	Taylor Oil Company, Inc.	\$2,179.99	\$2,179.99	Fuel
12/5/2023	19831	Operating	Utility Supply Company	\$384.00	\$384.00	Line maintenance
12/5/2023	19832	Operating	Vasey Commercial Heating & AC, I	\$3,006.00	\$3,006.00	Ductless Split condenser repl - IT
12/6/2023	19833	Operating	Amazon Capital Services	\$1,348.08	\$1,348.08	1500 VA Eaton 9SX Tower UPS
12/6/2023	19834	Operating	Biomonitor	\$2,500.00	\$2,500.00	Sewer sampling
12/6/2023	19835	Operating	Carmel Utilities	\$81,554.25	\$81,554.25	Nov 2023 Flow
12/6/2023	19835	Operating	Carmel Utilities	\$1,203.90	\$1,203.90	Nov 2023 reads
12/6/2023	19836	Operating	Grainger	\$70.17	\$70.17	Rain jacket
12/6/2023	19837	Operating	IT Indianapolis/Core	\$1,500.00	\$1,500.00	CIS OG1 and IG2 Project
12/6/2023	19838	Operating	Linde Gas & Equipment Inc	\$106.13	\$106.13	Gas cylinders
12/6/2023	19839	Operating	Pace Analytical Services LLC	\$276.00	\$276.00	Sewer Sampling
12/7/2023	19840	Operating	JOHN KERR	\$8.66	\$8.66	REFUND-1059 SERENITY CT
12/7/2023	19841	Operating	ALEX QUADE	\$6.80	\$6.80	REFUND-11512 GOLDEN WILLOW
12/7/2023	19842	Operating	BRIAN SMITH	\$11.52	\$11.52	REFUND-12960 PETIGRU
12/7/2023	19843	Operating	SANDEEP OR NANDINI SHOWMI	\$13.27	\$13.27	REFUND-13363 SALAMONE WAY
12/7/2023	19844	Operating	KIMBERLY HOLLIS	\$13.93	\$13.93	REFUND-2713 BENMORE CT
12/7/2023	19845	Operating	JUSTIN DIKEMAN	\$17.68	\$17.68	REFUND-10749 ENGLISH OAKS DR
12/7/2023	19846	Operating	ONYX & EAST	\$20.38	\$20.38	REFUND-12997 MOULTRIE ST
12/7/2023	19847	Operating	MARK MEIER	\$21.72	\$21.72	REFUND-1157 WESTVALE DR
12/7/2023	19848	Operating	PETER S OR KATHERINE CANAL	\$23.42	\$23.42	REFUND-2020 HAMILTON LN
12/7/2023	19849	Operating	ALAN OR AMANDA SCARLETT	\$28.52	\$28.52	REFUND-14127 CHARITY CHASE DR
12/7/2023	19850	Operating	STEVEN A WILSON, INC	\$29.12	\$29.12	REFUND-9840 INVERNESS
12/7/2023	19851	Operating	CLINT OR ROBYN LEMAN	\$29.75	\$29.75	REFUND-344 BAILEY CIRCLE
12/7/2023	19852	Operating	ONYX & EAST	\$32.03	\$32.03	REFUND-12990 MOULTRIE
12/7/2023	19853	Operating	ELAINE GOLDEN	\$38.57	\$38.57	REFUND-10763 INDEPENDENCE
12/7/2023	19854	Operating	JEREMY CIANO	\$40.34	\$40.34	REFUND-1807 HOURGLASS
12/7/2023	19855	Operating	ONYX & EAST	\$54.56	\$54.56	REFUND-12994 MOULTRIE ST
12/7/2023	19856	Operating	T SCOTT OR DEBRA LAW	\$55.56	\$55.56	REFUND-1122 LAURELWOOD
12/7/2023	19857	Operating	ONYX & EAST	\$57.70	\$57.70	REFUND-12984 MOULTRIE ST
12/7/2023	19858	Operating	ONYX & EAST	\$59.03	\$59.03	REFUND-12992 MOULTRIE ST
12/7/2023	19859	Operating	CHARLES ILUBA	\$61.24	\$61.24	REFUND-4043 DOLAN WAY
12/7/2023	19860	Operating	ONYX & EAST	\$76.30	\$76.30	REFUND-12998 MOULTRIE
12/7/2023	19861	Operating	MAUREEN OR BONNIE JACOBS	\$85.36	\$85.36	REFUND-10640 BROADWAY
12/7/2023	19862	Operating	DOUGLAS OR HELENA FLEENOR	\$87.36	\$87.36	REFUND-10663 BARRINGTON
12/7/2023	19863	Operating	ONYX & EAST	\$89.70	\$89.70	REFUND-12996 MOULTRIE ST
12/7/2023	19864	Operating	RYAN HARDY	\$29.12	\$29.12	REFUND-524 CHAUNCY ST
12/7/2023	19865	Operating	Fish Window Cleaning	\$725.00	\$725.00	Window cleaning
12/7/2023	19866	Operating	Harris Computer Systems	\$4,800.00	\$4,800.00	Bill output file modifications
12/7/2023	19867	Operating	Office Depot	\$60.14	\$60.14	Office supplies
11/30/2023	2021097	Reserve for Repl	PNC Bank	\$675.00	\$675.00	CIP-Proj 2205 LS 14 R4R
11/9/2023	2023528	Operating	ADP	\$156.86	\$156.86	Workforce Now
11/13/2023	2023529	Operating	ADP	\$82,694.63	\$82,694.63	Payroll PPE 11/10/2023
11/13/2023	2023530	Operating	Empower Retirement (Hoosier STA	\$12,096.30	\$12,096.30	401a, 457b, Roth
11/1/2023	2023531	Operating	Comcast	\$241.46	\$241.46	Backup Internet

TriCo Regional Sewer Utility  
Register of Claims  
For the period 11/8/2023 - 12/26/2023

Payment date	Check number	Bank name	Payee name	Amount	Amount Allowed	Description
12/1/2023	2023532	Operating	Indiana Public Employers	\$32,654.66	\$32,654.66	H ins - Dec 2023
11/17/2023	2023533	Operating	CenterPoint Energy/Vectren Energ	\$20.18	\$20.18	LS 10
11/17/2023	2023534	Operating	CenterPoint Energy/Vectren Energ	\$49.49	\$49.49	LS 2
11/17/2023	2023535	Operating	ADP	\$151.50	\$151.50	Workforce Now
11/20/2023	2023536	Operating	ADP	\$158.86	\$158.86	Workforce Now
11/17/2023	2023537	Operating	IPL	\$650.92	\$650.92	LS 10 - Duplicate payment
11/21/2023	2023538	Operating	AT& T	\$1,371.30	\$1,371.30	Internet
11/21/2023	2023539	Operating	AT&T Mobility	\$2,666.94	\$2,666.94	Cell phones/tablets
11/27/2023	2023540	Operating	Comcast	\$241.46	\$241.46	Backup Internet
11/27/2023	2023541	Operating	ADP	\$83,608.39	\$83,608.39	Payroll PPE 11/24/23
11/27/2023	2023542	Operating	Empower Retirement (Hoosier STA	\$12,151.03	\$12,151.03	401a, 457b, Roth
11/27/2023	2023543	Operating	Mutual of Omaha	\$4,124.80	\$4,124.80	Ins-Dec 2023
11/27/2023	2023544	Operating	IPL	\$79.00	\$79.00	LS 27 - Duplicate payment
11/27/2023	2023545	Operating	Citizens Energy Group	\$94.52	\$94.52	Plant
11/27/2023	2023546	Operating	Citizens Energy Group	\$53.63	\$53.63	LS 17
11/8/2023	2023547	Operating	Duke Energy	\$940.95	\$940.95	LS 14
12/12/2023	2023548	Operating	Duke Energy	\$327.72	\$327.72	LS 16
12/13/2023	2023549	Operating	Duke Energy	\$512.87	\$512.87	LS 23
12/4/2023	2023550	Operating	Duke Energy	\$239.66	\$239.66	LS 21
12/4/2023	2023551	Operating	Duke Energy	\$997.76	\$997.76	LS 1
12/11/2023	2023552	Operating	Duke Energy	\$392.32	\$392.32	LS 11
12/4/2023	2023553	Operating	Duke Energy	\$128.01	\$128.01	LS 5
12/5/2023	2023554	Operating	Duke Energy	\$558.38	\$558.38	LS 26
12/6/2023	2023555	Operating	Duke Energy	\$372.96	\$372.96	LS 19
12/11/2023	2023556	Operating	Duke Energy	\$876.41	\$876.41	LS 17
12/1/2023	2023557	Operating	Duke Energy	\$58.10	\$58.10	LS 6
11/30/2023	2023558	Operating	Quadient Finance USA Inc	\$650.00	\$650.00	Postage refill
11/30/2023	2023559	Operating	Citizens State Bank	\$20.00	\$20.00	Bank fee Nov 2023
11/25/2023	2023560	Operating	Republic Services #761	\$855.78	\$855.78	Trash
12/1/2023	2023561	Operating	Globe Life	\$88.08	\$88.08	EE Deductions
12/4/2023	2023563	Operating	Duke Energy	\$22,569.83	\$22,569.83	Plant
11/30/2023	2023564	Operating	Citizens State Bank	\$962.45	\$962.45	Lockbox - Nov 2023
11/30/2023	2023565	Operating	PNC Bank	\$8,315.58	\$8,315.58	Credit Card - Nov 2023
11/30/2023	2023565	Operating	PNC Bank	\$280.00	\$280.00	Credit Card - Nov 2023
11/30/2023	2023565	Operating	PNC Bank	\$660.87	\$660.87	Credit Card - Nov 2023
12/22/2023	2023566	Operating	IPL	\$108.06	\$108.06	LS 3
12/21/2023	2023567	Operating	IPL	\$51.89	\$51.89	LS 18
12/22/2023	2023568	Operating	IPL	\$49.06	\$49.06	LS 22
12/22/2023	2023569	Operating	IPL	\$96.94	\$96.94	LS 12
12/22/2023	2023570	Operating	IPL	\$59.61	\$59.61	LS 25
12/22/2023	2023571	Operating	IPL	\$298.91	\$298.91	LS 9
12/22/2023	2023572	Operating	IPL	\$56.97	\$56.97	LS VV
12/22/2023	2023573	Operating	IPL	\$114.53	\$114.53	LS 10
12/22/2023	2023574	Operating	IPL	\$84.00	\$84.00	LS 20
12/26/2023	2023575	Operating	IPL	\$118.51	\$118.51	LS 24
12/26/2023	2023576	Operating	IPL	\$4,636.72	\$4,636.72	LS 2
12/6/2023	2023577	Operating	Jive Communications, Inc	\$767.21	\$767.21	Monthly phone service

\$1,299,811.91    \$1,299,811.91

**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

**\$1,299,811.91**

# Docket Report Information

For the period 11/8/2023 - 12/26/2023

CIP-Proj 2208 LS 8 Upgrades Interceptor	\$32,780.54
CIP-Proj 2301 LS 10 Upgrades R4R	\$10,340.00
CIP-Proj 2206 LS 26 Backup Generator	\$18,100.00
CIP-Proj 2205 LS 14 R4R	\$675.00
CIP-Proj 2202 LS 8	\$107,852.89
2020 Bond Payment	\$669,518.78
District Insurance	\$36,779.46
Other Expenses	\$423,765.24
<b>Total Claims</b>	<b>\$1,299,811.91</b>

Selected Statistics 2023	January	February	March	April	May	June	July	August	September	October	November	2023 Monthly Average	2023 YTD	2022 Total Through November
<b>Maintenance Information</b>														
Lateral Inspections	14	23	31	20	25	39	24	41	49	43	21	30	330	256
Certified I&I Inspections	22	15	33	18	53	44	48	32	42	26	40	34	373	294
Failed I&I Inspections	0	0	0	0	1	0	0	0	1	1	0	0	3	3
Sewer Locates	264	227	331	291	322	372	284	449	245	361	457	328	3,603	3,189
Manholes Added	27	3	5	13	1	0	3	2	5	0	0	5	59	55
Total # of Manholes	6,084	6,087	6,087	6,100	6,101	6,101	6,104	6,106	6,111	6,111	6,111	N/A	NA	6,057
Manholes Inspected	196	632	963	34	9	8	0	11	3	65	2	175	1,923	2,159
Feet of Sewer Added	12,063	745	1,020	2,121	74	0	16	399	794	0	2,124	1,760	19,356	6,068
Total Footage of Sewers	1,752,882	1,753,627	1,754,647	1,756,768	1,756,842	1,756,842	1,756,858	1,757,257	1,758,051	1,758,051	1,760,175	N/A	N/A	NA
Feet of Sewer Televised	21,077	8,223	32,959	26,599	26,101	42,308	22,129	23,103	25,723	25,159	16,290	24,516	269,671	255,708
Acoustic Sewer Inspection	0	0	0	0	45,919	79,332	67,270	0	0	0	0	17,502	192,521	152,630
Feet of Sewer Cleaned	0	0	0	400	12,655	1,104	3,020	5,964	403	3,269	510	2,484	27,325	28,958
Overflows	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Feet of LPFM Cleaned	0	0	1225	0	0	33,031	0	0	0	1,710	0	3,270	35,966	34,968
<b>LS 1 to Carmel Utilities</b>														
Rainfall/Precipitation (inches)	3.68	2.96	5.92	2.67	2.3	1.8	7.39	3.09	2.31	2.84	0.69	3.24	35.65	38.31
Total Flow (gallons)	34,878,787	31,728,282	42,495,337	35,799,028	33,883,915	28,657,511	30,264,253	31,548,562	28,174,935	28,810,357	26,484,616	32,065,962	352,725,583	488,459,435
Max Daily Flow (gallons)	1,415,109	1,441,204	2,181,616	1,553,974	1,276,507	1,015,605	1,059,661	1,236,957	1,029,788	1,410,635	932,821	N/A	2,181,616	3,899,994
Average Daily Flow (gallons)	1,125,122	1,133,152	1,370,817	1,193,300	1,093,030	924,436	976,266	1,017,696	939,165	929,366	854,342	1,050,608	N/A	N/A
Min Daily Flow (gallons)	973,743	1,018,144	1,077,857	1,020,511	939,392	890,676	902,575	922,649	864,908	864,317	790,717	N/A	790,717	633,046
<b>TriCo WRRF</b>														
Total Flow (gallons)	88,091,000	94,160,000	122,038,000	101,720,000	107,490,000	93,361,000	103,066,000	107,175,000	89,861,000	92,885,000	88,113,000	98,905,455	1,087,960,000	1,004,378,000
Max Daily Flow (gallons)	3,598,000	4,390,000	5,616,000	4,080,000	93,000	3,306,000	3,755,000	4,257,000	3,360,000	3,358,000	3,176,000	N/A	5,616,000	6,192,000
Average Daily Flow (gallons)	2,841,600	3,360,000	3,936,709	3,390,000	3,467,419	3,112,033	3,324,709	3,457,258	2,995,367	2,996,290	2,937,100	3,256,226	N/A	N/A
Min Daily Flow (gallons)	2,416,000	2,520,000	3,351,000	3,060,000	2,956,000	2,855,000	2,918,000	3,070,000	2,719,000	2,686,000	2,768,000	N/A	2,416,000	1,715,000
Total Flow to Both Plants	122,969,787	125,888,282	164,533,337	137,519,028	141,373,915	122,018,511	133,330,253	138,723,562	118,035,935	121,695,357	114,597,616	124,429,035	1,440,685,583	1,492,837,435
<b>Biosolids Handling (gals)</b>														
Wasted (Biosolids)	1,332,000	1,172,000	1,626,000	1,485,000	1,709,000	1,754,000	1,985,000	2,041,000	2,099,000	2,064,000	1,835,000	1,736,545	19,102,000	12,428,200
Dewatered	528,700	77,080	122,087	446,596	451,300	378,995	599,560	611,295	562,272	612,802	609,575	454,569	5,000,262	3,963,750
Digested Sludge Withdrawn	1,667,000	1,352,000	1,800,000	1,096,000	1,271,000	1,511,000	1,300,000	1,398,000	1,168,000	1,231,000	1,106,000	1,354,545	14,900,000	8,921,000
<b>Customer Information</b>														
New Sewer Service Accounts	12	13	22	13	9	14	18	18	35	32	27	19	213	203
Permits Issued	12	13	35	25	49	24	42	36	17	15	12	25	280	185



## JOINT BUDGET & FINANCE COMMITTEE AND BOARD OF TRUSTEES MEETING

Thursday, December 7, 2023, at 7:30 a.m.

### Memorandum

Ms. Merrill called the meeting to order at 7:35 a.m.

Members Present: Committee Chair Jane Merrill, members Michael McDonald and Carl Mills. Others in attendance were Utility Director Andrew Williams, Controller Cindy Sheeks, Engineering Manager Wes Merkle, and Administrative Assistant Maggie Crediford. Legal Counsel Anne Poindexter arrived at 7:40 a.m.

### **PUBLIC COMMENT**

There was no one present from the public.

### **FINANCIAL STATEMENTS**

Mrs. Sheeks said the Utility is running over budget in some line items, but spending is projected to be within the overall approved 2023 budget.

### **2024 OPERATING BUDGET**

Mr. Williams said the proposed 2024 budget presented does not include a rate increase. The budget can be adjusted if the Board feels a rate increase is needed in 2024 and a rate increase can be implemented at any time during the year, it is not on a fixed schedule. Ms. Sheeks said she is unsure if Carmel will be able to provide TriCo with the information needed to do balanced billing in 2024. They are still having issues with providing reports to TriCo since they updated the water meters and changed software providers. The Committee will recommend the Board approve the proposed 2024 Operating Budget at their December Board meeting.

### **MASTER PLAN UPDATE**

Mr. Merkle provided the committee with a status update regarding TriCo's Master Plan options.

### **OTHER BUSINESS**

Mrs. Poindexter said she and Mr. Merkle met with her rate study consultant. The Committee discussed apartment rate charges.

### **ADJOURNMENT**

The Meeting adjourned 8:32 a.m.

Respectfully Submitted

*Cindy Sheeks*

Cindy Sheeks, Controller



## MEMORANDUM

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**To: Board of Trustees**

**From: Andrew Williams**

**Date: December 7, 2023**

**Subject: 2024 Proposed Operating Budget**

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The budget as shown does not include a user rate increase. If a rate increase were to be approved, the annual revenue increase would be approximately \$400,000.

We have been averaging about \$100,000 annual increase in residential sales by growth alone. We are budgeting for that again this year. Commercial sales are more variable and have gone up and down due to the shutdown and changes in the use of office space. We are budgeting \$2,700,000, which is where we project ending the year.

Interest income from investments and banking will remain up but will depend on the timing of the larger capital project spending. The budget includes \$270,000 between the two income lines.

Overall, the 2024 proposed budget is projecting a total income of \$8,550,000.

The Gross Wage proposed budget is \$2,380,450 for 2024. This includes step increase, range adjustment of 4.5% and the addition of a part-time laborer position for building cleaning.

The Insurance line includes the 5.2% increase from Anthem/IPEP. For the current year, we are projecting being \$37,000 under budget since we have had changes in coverage selection by employees.

Computer expenses continue to increase with the annual subscription and maintenance agreements that all our software providers are moving to.

Property insurance increased as all the new equipment went online and were added to our policy coverage.

Biosolids Disposal costs have increased due to increased flows at our plant and increased fees from our vendor. Alternative disposal options have been investigated and the current process remains the most cost effective. Utility expenses have increased at the WRRF due to the new equipment that went online and higher rates. The proposed 2024 Budget reflects these changes.

The proposed 2024 Operating Budget shows expenses at \$6,907,542 with and projected Operating Income of \$1,642,458.

12.05.23		TriCo 2024 Preliminary Budget	2019 Actuals	2020 Actuals	2021 Actuals	2022 Actual	2023 Budget	2023 YTD Actual Sept	Estimate thru Dec	Over / Under	Proposed 2024 Budget	Change Budget 2023-2024	% Change Budget 2023-2024	% Change 23 Est. to 2024 Budget
		<b>REVENUES</b>						9						
4001-1	CS	Sales - Residential	4,935,129	5,009,908	5,106,028	5,213,564	5,304,500	4,013,243	5,350,991	46,491	5,425,000	120,500	2.27%	1.38%
4003-1	CS	Sales - Commercial	2,613,029	2,440,832	2,653,376	2,559,628	2,550,000	2,137,397	2,700,000	150,000	2,700,000	150,000	5.88%	0.00%
4005-1	CS	Late Charges	97,177	76,175	76,459	81,051	75,000	64,245	85,660	10,660	80,000	5,000	6.67%	-6.61%
4007-1	CS	Applications Fees	68,493	50,846	57,685	38,734	35,000	52,796	55,000	20,000	40,000	5,000	14.29%	-27.27%
4009-1	WM	Plan Reviews, Inspections, Misc. Revenue	67,748	28,177	111,865	72,762	40,000	37,764	50,352	10,352	35,000	(5,000)	-12.50%	-30.49%
4501-1	CS	Interest - Investments	41,000	44,498		153,764	100,000	225,310	300,413	200,413	150,000	50,000	50.00%	-50.07%
4503-1	CS	Interest - Banking	152,756	249,422	132,462	121,601	25,000	148,094	197,458	172,458	120,000	95,000	380.00%	-39.23%
4507-1	CS	Bank Fees	(240)	(1,980)	(2,337)	(1,088)	(600)	(413)	(551)	49	(600)	0	0.00%	8.96%
4601-1	CS	Interest - by project	2,245	1,659	1,267	1,040	500	726	968	468	600	100	20.00%	-38.02%
4701-1	CS	Customer Fees & Reimbursements	60,868	(1,143)	-	-	-	0	0	0	0	0		
4801-1	CS	Gain/Loss on Asset Disposal	7,351	533,551	13,098	20,603		44,943	49,538	49,538	0	0		
4901-1	CS	Misc Income/Expense	1,561	0	1,749	1,319		653	900	900	0	0		
		<b>TOTAL REVENUES</b>	<b>8,047,116</b>	<b>8,431,944</b>	<b>8,151,653</b>	<b>8,262,977</b>	<b>8,129,400</b>	<b>6,724,757</b>	<b>8,790,730</b>	661,330	<b>8,550,000</b>	420,600	5.17%	-2.96%
		<b>EXPENSES</b>												
5001-1	DW	Gross Wages	1,505,188	1,605,122	1,681,581	1,948,144	2,187,122	1,668,224	2,200,000	12,878	2,380,450	193,328	8.84%	8.20%
5003-1	DW	Other Employee Exp	45,235	34,002	21,587	24,661	16,000	16,858	18,000	2,000	18,000	2,000	12.50%	0.00%
5005-1	DW	Retirement Plan - Hoosier START	148,767	158,719	168,044	189,871	216,412	164,992	220,000	3,588	233,497	17,085	7.89%	6.13%
5007-1	DW	Employee Insurance	356,877	364,136	377,153	403,374	462,000	307,881	425,000	(37,000)	477,991	15,991	3.46%	12.47%
5009-1	DW	Taxes (Employer FICA)	108,066	115,332	119,541	139,449	167,315	120,302	168,300	985	182,104	14,789	8.84%	8.20%
5103-1	DW	Professional Education	15,040	15,456	19,589	26,835	24,000	22,901	25,000	1,000	24,000	0	0.00%	-4.00%
5105-1	DW	Board Member Fees	17,930	16,500	15,000	12,350	19,000	14,200	19,000	0	45,000	26,000	136.84%	136.84%
5107-1	DW	Board Expense	1,534	1,678	1,182	3,524	3,500	3,888	4,000	500	3,500	0	0.00%	-12.50%
5109-1	DW	Consulting	56,920	49,601	12,352	18,956	50,000	23,742	80,000	30,000	50,000	0	0.00%	-37.50%
5111-1	SW	Computer Expenses/Consultants	182,377	244,499	186,765	210,265	182,377	150,813	190,000	7,623	220,000	37,623	20.63%	15.79%
5113-1	DW	Insurance	112,519	126,952	104,517	117,046	130,000	118,233	170,000	40,000	175,000	45,000	34.62%	2.94%
5115-1	CS	Accounting Fees	18,766	1,200	3,145	4,777	26,000	7,020	25,000	(1,000)	15,000	(11,000)	-42.31%	-40.00%
5117-1	DW	Legal Fees	28,778	27,173	16,779	20,045	30,000	13,329	17,772	(12,228)	30,000	0	0.00%	68.81%
5119-1	WM	Engineering Fees	4,392	16,244	1,260	23,140	20,000	20,000	20,000	0	20,000	0	0.00%	0.00%
5125-1	DW	Professional Affiliations	7,930	4,639	5,764	4,832	7,000	3,812	7,000	0	7,000	0	0.00%	0.00%
5127-1	DW	Travel & Mileage	6,791	4,722	6,744	10,466	8,000	12,227	13,500	5,500	9,000	1,000	12.50%	-33.33%
5129-1	CS	Collection	267	5,430	3,694	(3,548)	5,000	3,358	3,000	(2,000)	5,000	0	0.00%	66.67%
5131-1	CS	Billing Service Contracts	100,853	90,953	117,321	126,438	140,000	85,277	120,000	(20,000)	120,000	(20,000)	-14.29%	0.00%
5133-1	CS	Bad Debt Expense	1,149	472	1,403	1,587	2,000	821	1,095	(905)	2,000	0	0.00%	82.60%
5135-1	CS	Office Expense	10,831	18,510	22,332	12,107	15,000	5,879	7,839	(7,161)	12,000	(3,000)	-20.00%	53.08%
5137-1	CS	Postage Expense	57,803	60,716	69,445	78,295	80,000	62,218	84,179	4,179	82,000	2,000	2.50%	-2.59%
5139-1	CS	Office Services	45,891	54,573	49,970	43,929	52,000	40,897	42,000	(10,000)	32,000	(20,000)	-38.46%	-23.81%
5141-1	DW	Customer Outreach & Education	18,664	6,336	24,410	22,268	25,000	21,481	25,000	0	25,000	0	0.00%	0.00%
5201-1	SW	Treatment - Carmel WWTP	1,123,762	1,088,794	1,066,451	1,077,332	990,000	743,845	991,793	1,793	1,000,000	10,000	1.01%	0.83%



12.05.23		TriCo 2024 Preliminary Budget	2019 Actuals	2020 Actuals	2021 Actuals	2022 Actual	2023 Budget	2023 YTD Actual Sept	Estimate thru Dec	Over / Under	Proposed 2024 Budget	Change Budget 2023-2024	% Change Budget 2023-2024	% Change 23 Est. to 2024 Budget
5203-1	SW	Sewer Sampling & Lab	53,111	61,924	68,257	88,466	100,000	81,229	122,000	22,000	125,000	25,000	25.00%	2.46%
5205-1	SW	Biosolids Disposal	154,305	158,734	162,686	179,356	175,000	212,559	295,000	120,000	285,000	110,000	62.86%	-3.39%
5207-1	SW	Plant R & M	183,443	179,528	268,140	243,613	220,000	107,393	180,000	(40,000)	200,000	(20,000)	-9.09%	11.11%
5209-1	SW	Utilities - WRRF	306,900	312,472	312,512	434,170	400,000	347,337	470,000	70,000	450,000	50,000	12.50%	-4.26%
5211-1	SW	Operating Supplies - WRRF	35,647	36,448	23,057	40,345	30,000	18,655	30,000	0	30,000	0	0.00%	0.00%
5213-1	SW	Safety Materials & Training	14,434	14,133	16,155	10,028	15,000	13,229	15,000	0	15,000	0	0.00%	0.00%
5215-1	SW	IDEM Permits	10,180	10,180	10,382	10,565	15,500	12,844	15,500	0	15,500	0	0.00%	0.00%
5301-1	AS	Lift Station R & M	141,442	166,746	170,100	135,418	100,000	100,179	115,000	15,000	120,000	20,000	20.00%	4.35%
5303-1	AS	Line Maintenance	38,720	58,000	34,688	25,341	35,000	38,075	41,000	6,000	40,000	5,000	14.29%	-2.44%
5305-1	AS	Line Repair	29,674	17,285	33,628	43,312	50,000	6,436	40,000	(10,000)	50,000	0	0.00%	25.00%
5307-1	AS	Equipment Repair	27,295	10,784	26,054	49,701	30,000	32,350	32,000	2,000	30,000	0	0.00%	-6.25%
5313-1	AS	Vehicle R & M	9,825	10,045	56,397	21,619	20,000	24,652	28,000	8,000	27,000	7,000	35.00%	-3.57%
5315-1	AS	Fuel	23,156	18,855	26,589	40,160	45,000	30,188	40,251	(4,749)	45,000	0	0.00%	11.80%
5317-1	AS	Utilities - Lift Stations	186,367	170,684	178,562	213,999	220,000	150,970	201,293	(18,707)	215,000	(5,000)	-2.27%	6.81%
5319-1	AS	Operating Supplies - Sewer System	12,704	23,494	19,327	9,799	15,000	6,077	5,000	(10,000)	10,000	(5,000)	-33.33%	100.00%
5321-1	AS	Manhole R&M	65,322	57,237	52,253	31,865	55,000	58,529	58,529	3,529	55,000	0	0.00%	-6.03%
5322-1	AS	Televising	29,660	25,394	40,267	13,794	10,000	8,184	8,184	(1,816)	10,000	0	0.00%	22.19%
5323-1	AS	Uniforms & Shop Towels	12,555	8,689	14,017	15,121	16,500	12,431	16,500	0	16,500	0	0.00%	0.00%
		Total Operating Expenses	5,357,875	5,494,725	5,609,097	6,122,812	6,409,726	4,893,516	6,590,735		6,907,542	497,816	7.77%	4.81%
		<b>OPERATING INCOME</b>	<b>2,689,241</b>	<b>2,937,219</b>	<b>2,542,556</b>	2,140,165	<b>1,719,674</b>	<b>1,831,240</b>	<b>2,199,995</b>		<b>1,642,458</b>	<b>(77,216)</b>	-4.49%	-25.34%
				463,320										
5901-1		Depreciation	3,920,757	4,239,953	4,226,618	4,480,435	4,484,501	3,363,409	4,484,501	0	4,244,048	(240,453)		
5911-1		Amortization of CIAC	(3,801,084)	(3,506,664)	(3,266,544)	(3,287,916)	(3,572,760)	(2,679,570)	(3,572,760)	0	(3,506,664)	66,096		
		<b>TOTAL EXPENSES</b>	<b>5,477,548</b>	<b>3,207,189</b>	<b>3,502,629</b>	<b>7,315,331</b>	<b>7,321,467</b>	<b>5,577,355</b>	<b>7,502,476</b>	<b>0</b>	<b>7,644,926</b>	323,459		
		Net Surplus (Deficit)	<b>2,569,568</b>	<b>1,740,610</b>	<b>1,051,527</b>	<b>947,646</b>	<b>807,933</b>	<b>1,147,401</b>	<b>1,288,254</b>	<b>661,330</b>	<b>905,074</b>	<b>97,141</b>		
		<b>DEBT SERVICE PAYMENT</b>												
		Bond Interest - Plant Expansion				514,856	494,201	249,683	494,201	0	471,542	(43,315)		
		Bond Principal Payment - Plant Expansion				850,000	850,000	425,000	850,000	0	1,180,000	330,000		



# JOINT CAPITAL & CONSTRUCTION MEETING AND BOARD OF TRUSTEES MEETING

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Monday December 4, 2023, at 4:30 p.m.

## Memorandum

Ms. Foley called the meeting to order at 4:31 p.m.

Members Present: Committee Chair Amanda Foley and Committee Member Steve Pittman. Others in attendance were Board Members Michael McDonald and Eric Hand, Legal Counsel Anne Poindexter, Utility Director Andrew Williams, Engineering Manager Wes Merkle, Collections Superintendent Aaron Strong, and Administrative Assistant Maggie Crediford. Committee Member Jeff Hill was absent.

### **PUBLIC COMMENT**

There was no one present from the public.

### **DEDICATIONS**

Mr. Merkle said the sanitary sewers at Jackson's Grant Sections 1 and 2 are complete and ready for dedication. The Committee will recommend the Board accept the dedication of Jackson's Grant Sections 1 and 2 sanitary sewers.

### **PUMP TRUCK REPLACEMENT**

Mr. Strong said the Utility's current pump truck is fifteen years old. The truck is equipped with a crane and toolbox and is used to lift pumps from wet wells to service them. The truck has been having some issues and is scheduled for replacement in 2024. Mr. Williams said staff would like to order the truck now for an estimated March delivery. If staff does not order the truck now the next opportunity will be in June of 2024 with a late 2024 delivery date. The truck will entail two purchases. One for the chassis and one for the service body to be added to the chassis. Clark Truck Equipment (Knapheide) was the lowest responsive and responsible bidder for the truck body at \$115,472. The chassis would be purchased from Pearson Ford under the fleet pricing program for \$63,025. The total cost of the truck is \$178,497. The recently approved 2024 Capital Budget included \$220,000 for the replacement of this truck. The Committee will recommend the Board approve the purchase of the Knapheide service body from Clark Truck Equipment and the 2024 Ford F550 chassis from Person Ford.

### **MASTER PLAN UPDATE**

Mr. Merkle presented recommendations from the WRRF Master Plan study. Proposed improvements to the plant and collection system, including costs, timing, and impact fee changes, pertaining to potential service area growth were presented and discussed.

## CAPITAL PROJECT UPDATES

### **#2202 Lift Station 8 (Laurelwood) Reconstruction**

AES installed the new electric service and transformer, and the new lift station is up and running. Lykins completed the remaining gravity sewer and force main tie-in work and demolished the old lift station. In the next few weeks crews expect to complete the final grading, paving and fence installation.

### **#2204, 2205 and 2206 Lift Stations 11, 14 and 26 Backup Generators**

At Lift Station 14 (Austin Oaks), electrical contractor Barth constructed a foundation and set the new generator. Buried conduit installation is underway, which will be followed by installation of concrete footings, equipment racks, and equipment installation. The generator installation at Lift Station 26 (Jackson's Grant) is complete. The new generator at Lift station 11 (Old 106<sup>th</sup> Street/Bennet Parkway) had an electrical failure and the contractor has committed to repair or replace it at their cost.

### **#2207 Lift Station 26 (Jackson's Grant) Parallel Force Main**

The contractor TPI plans to start work in January. All materials have been received.

### **#2208 Lift Station 16 (Michigan/Sycamore Street) Reconstruction**

Crews began installing electrical equipment and controls above grade. The electrician continues to wait for delivery of the manual transfer switch, now delayed until early January. We continue to wait for Duke Energy to install new power service at the site, which they anticipate in the coming weeks. The lift station will be started up following installation of the new Duke service, electrical equipment, and force main tie-in.

### **#2301 Lift Station 10 (Ashbrook) Upgrades**

Design work is nearly complete. The staff anticipates receiving permits, construction bidding, and equipment quotes in January.

## ADJOURNMENT

The meeting adjourned at 6:23 p.m.

Respectfully submitted,



Wes Merkle  
Engineering Manager



## MEMORANDUM

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**To:** Board of Trustees  
**From:** Wes Merkle  
**Date:** December 6, 2023  
**Subject:** Dedications

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Jacksons Grant Village Sections 1 and 2 sanitary sewers are complete and ready for dedication. Staff recommends acceptance of these sewers.

Recommended Action: Recommend the Board accept the dedication of Jacksons Grant Village Sections 1 and 2 sanitary sewers.



## MEMORANDUM

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**To: Board of Trustees**

**From: Aaron Strong**

**Date: December 6, 2023**

**Subject: Pump Truck Replacement**

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Quotes to procure a new pump service truck have been received. This new truck will replace the 2008 Maintainer service truck which will be sold at auction upon delivery of the new unit, which is anticipated in six months. The recently approved 2024 Capital Budget included \$220,000 for this purchase.

Quotes for the truck body were received as follows:

Clark Truck Equipment (Knapheide)	\$115,472
Palmer Power & Truck Equipment (Maintainer)	\$141,066
Reading Truck (Reading)	\$133,500

Staff independently sourced the manufacturer-recommended 2024 Ford F550 chassis and will purchase under the fleet pricing program directly from Ford Motor Company in the amount of \$63,025.

Clark Truck Equipment was the lowest responsive and responsible quoter for the truck body, and Pearson Ford can supply the truck chassis under the fleet pricing program. The total cost for the new pump truck is \$178,497.

Recommended Action:

- Approve the purchase of the Knapheide service body from Clark Truck Equipment in the amount of \$115,472.
- Approve the purchase of a 2024 Ford F550 with PTO from Pearson Ford, Inc. in the amount of \$63,025.



## MEMORANDUM

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**To:** Board of Trustees

**From:** Wes Merkle

**Date:** December 6, 2023

**Subject:** Lateral Extension Reimbursement Agreement

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Eaton and Stipp Custom Homes is building a new home at 2200 West Main Street in Carmel and requested connection to sanitary sewer service. To access the nearest sewer main along Broad Street nearby, the proposed lateral must cross their neighbor's property utilizing a sanitary sewer easement. Legal counsel believes the part of the lateral to be installed in easement must be installed by TriCo. TriCo's costs will be reimbursed by the builder, under the proposed reimbursement agreement.

Recommended Action: Approve the attached reimbursement agreement with Eaton and Stipp Custom Homes.

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between *TriCo Regional Sewer Utility (“TRICO”)*, through its Board of Trustees, and *Eaton and Stipp Custom Homes, Inc. (“EATON & STIPP”)*.

WHEREAS, TRICO is a Regional Sewer District 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 TRICO; and

WHEREAS, EATON & STIPP is an Indiana Corporation that constructs custom homes in the greater Indianapolis area with its principal office located at 8677 Bash Street, Indianapolis, Indiana 46256;

WHEREAS, EATON & STIPP is the builder responsible for construction of a custom home on real estate located at 2200 W. Main Street, Carmel, Indiana 46032 (“Construction Property”) and EATON & STIPP desires to connect said Construction Property to TRICO’s sanitary sewers;

WHEREAS, in order to connect the Construction Property to TRICO’s sanitary sewers, a lateral extension must be installed on real estate located east of the Construction Property, specifically the real estate located at 13120 Broad Street, Carmel, Indiana 46032 (“Subject Property”);

WHEREAS, EATON & STIPP has requested that TRICO install a sewer lateral connection on the Subject Property so that the Construction Property may connect to TRICO’s sanitary sewers;

WHEREAS, TRICO is willing to install a lateral connection across the Subject Property so that the Construction Property may connect to TRICO’s sanitary sewers, provided that TRICO is not financial responsible for such construction and installation or for the restoration of the land associated with such construction and installation;

WHEREAS EATON & STIPP has agreed that if TRICO constructs and installs a lateral connection on the Subject Property that permits the Construction property to connect to TRICO’s sanitary sewers, as well as performing the necessary restoration work following such construction and installation, then EATON & STIPP agrees that it will reimburse TRICO for the 100% of TRICO’s cost and expenses associated with such construction and restoration work associated with the installation of the lateral connection across the Subject Property;

NOW THEREFORE, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and form a part of this Agreement.

2. Construction and Installation of Lateral Connection. TRICO agrees that it will install a lateral connection for its sanitary sewers across the Subject Property so that EATON & STIPP may connect the Construction Property to TRICO's sanitary sewers via said lateral connection. TRICO's installation of such lateral connection will be completed in a manner solely determined by TRICO and in accordance with TRICO's requirements for such lateral connection. TRICO may use any contractor, in its sole discretion, to complete such construction or installation of the lateral connection, or TRICO may elect to use its own personnel to complete such construction and installation.

3. Restoration Work. TRICO agrees that upon completion of the lateral connection, TRICO will complete restoration efforts, to be determined in its sole discretion, to restore the ground on the Subject Property that was disturbed by the construction and installation of the lateral connection to the condition it was in prior to such construction work. TRICO's restoration shall be completed in accordance with TRICO's requirements for such a lateral connection. TRICO may use any contractor, in its own discretion, to complete such restoration work, or TRICO may elect to use its own personnel to complete such restoration work. TRICO is not responsible for any restoration work with respect to the Construction Property.

4. Reimbursement. EATON & STIPP agrees to reimburse TRICO for 100% of the costs and expenses associated with the construction and installation of the lateral connection on the Subject Property as well as 100% of the costs and expenses associated with the restoration efforts of the Subject Property. Such construction, installation and restoration expenses may include, but are not limited to, the following expenses: cost of materials, cost of equipment rental, charges of contractors or subcontractors used by TRICO, and manhours for time TRICO employees spent on such construction, installation and restoration work. EATON & STIPP shall timely pay any request for reimbursement by making payment in full to TRICO within thirty (30) days of receiving a Request for Reimbursement. Any Request for Reimbursement that is not timely paid by EATON & STIPP shall accrue interest at the rate of 8% per annum.

5. Consideration. Both parties agree that their mutual promises contained in the Agreement constitute valuable and sufficient consideration for this Agreement.

6. Attorney Fees. Should TRICO be required to enforce its rights with respect to reimbursement of construction, installation and restoration expenses by EATON & STIPP, then EATON & STIPP shall be responsible for any and all attorney and legal fees that TRICO incurs as a result of any such enforcement action or breach of contract.

7. Termination. Prior to TRICO either entering into a contract with a contractor for the construction of the lateral connection on the Subject Property, or TRICO commencing the construction of the lateral connection on the Subject Property, either party may terminate this Agreement with thirty (30) days advance written notice to the other party. Neither party may terminate this Agreement absent the mutual written consent of both parties once TRICO has either entered into a contract with a contractor for the construction of the lateral connection on the Subject Property, or TRICO has commenced the construction of the lateral connection on the Subject Property.



8. Counterparts. This Agreement may be executed in one or more counterparts including facsimile copies, and all such counterparts taken together shall constitute one complete instrument.

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and the venue for any such dispute shall be Hamilton County, Indiana.

**TriCo Regional Sewer Utility**

**Eaton and Stipp Custom Homes, Inc.**

By: \_\_\_\_\_  
Drew Williams, Utility Director  
TriCo Regional Sewer Utility

By: Alex Stipp  
Alex Stipp, Chief Executive Officer  
Eaton and Stipp Custom Homes, Inc.

\_\_\_\_\_  
Date

11/14/23  
\_\_\_\_\_  
Date



## MEMORANDUM

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**To:** Board of Trustees  
**From:** Wes Merkle  
**Date:** December 6, 2023  
**Subject:** Carmel Reimbursement Agreement

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Carmel occasionally has road or storm improvement projects that require adjustment to sanitary sewer manholes or line relocations, typically if TriCo infrastructure is in existing right of way. Often for coordination and schedule/timing purposes it's best to include these activities in Carmel's construction contract; sometimes our staff will hire our own contractor or self-perform our work.

Carmel has requested that TriCo document this practice via the attached agreement. Sometimes their projects receive state or federal money, which may come with strict rules about excluding payment for utility work that is not reimbursable, i.e. TriCo infrastructure is in an existing utility easement and Carmel or others would pay TriCo to relocate it.

Recommended Action: Approve the reimbursement agreement with the City of Carmel.

**REIMBURSEMENT AGREEMENT  
BETWEEN  
THE CITY OF CARMEL, INDIANA  
AND  
TRICO REGIONAL SEWER UTILITY**

The City of Carmel, Indiana (the "City" or "Carmel"), by and through its Board of Public Works and Safety, and TriCo Regional Sewer Utility, formerly known as the Clay Township Regional Waste District ("TriCo"), by and through its Board of Trustees, enter into this Reimbursement Agreement (the "Agreement") as follows:

**WHEREAS**, on or about October 18, 2010, Carmel and TriCo entered into a Wastewater Service Agreement, as amended (the "Service Agreement"), concerning Carmel's treatment of wastewater, liquid waste, and sewage from the District; and

**WHEREAS**, in accordance with the Agreement, TriCo owns and operates a wastewater collection system (the "District's Collection System") serving throughout the TriCo's territorial boundaries and transports a portion of the wastewater collected to Carmel for treatment; and

**WHEREAS**, Carmel owns and operates a wastewater collection and treatment system (the "Carmel System") serving areas in and around the corporate limits of Carmel; and

**WHEREAS**, for the purposes of the treatment service provided by Carmel to TriCo pursuant to the Service Agreement a portion of the District's Collection System is connected to the Carmel system; and

**WHEREAS**, pursuant to the Service Agreement, TriCo is responsible for maintaining its portion of sanitary sewers and related wastewater and sewage collection infrastructure within the Carmel System (collectively "Wastewater Infrastructure"); and

**WHEREAS**, the City routinely undertakes public works infrastructure improvement projects that from time to time include upgrades, repairs, improvements to, relocations, alterations and maintenance of Wastewater Infrastructure that would fall under TriCo's responsibilities pursuant to the Service Agreement ("TriCo's Responsibilities");

**WHEREAS**, while undertaking a public works project, it is frequently more economical and efficient for the City contractor to perform TriCo's Responsibilities; and

**NOW THEREFORE**, in consideration of the foregoing premises and the terms and conditions contained herein, the Parties agree as follows:

1. Representations. Each party represents to the other party that:
  - a. Each party has all requisite power, authority and legal right to enter into and carry out the obligations set forth in this Agreement; and
  - b. Each party will execute this Agreement by an authorized representative, upon which execution this Agreement will constitute a valid, legally binding obligation of the party, enforceable by its terms, and the party is estopped from making a claim based upon the unenforceability of this Agreement.

2. Obligations of the City. Wherever the City undertakes a public works project that includes TriCo's Responsibilities, the City shall follow all procedures required by Indiana public works laws, rules, and regulations to obtain lowest responsive bidder/quoter for any such project. The City shall have the following obligations hereunder:

- a. If necessary, appoint a representative to act as liaison with TriCo.
- b. Perform all activities necessary to complete the project, including any TriCo Responsibilities.
- c. As a part of the bidding, quoting, or any change order process obtain a line item from the lowest responsive bidder for the cost of performing TriCo Responsibilities ("Line Item Cost").
- d. Prior to accepting the bid, quote or a change order, inform and obtain approval from TriCo of the Line Item Cost.
- e. Identify any infrastructure, equipment and any other property belonging to TriCo that it needs to remove, relocate, or alter to perform all activities necessary to complete the project in a manner as approved by TriCo.
- f. Submit an invoice to TriCo for the Line Item Cost and a request to perform the work related to any items identified in subsection "e" above.

3. Obligations of TriCo. TriCo shall have the following obligations hereunder:

- a. If necessary, appoint a representative to act as liaison with the City.
- b. Cooperate with the City during the construction phase of the public works project involving TriCo Responsibilities.
- c. Remove within an agreed-upon timeframe all the items identified in section 2e above.
- d. Upon receiving an invoice for the Line Item Cost, reimburse the City for such amount within 35 days or as otherwise agreed by the Parties. The Parties may agree on a satisfactory reimbursement amount that is different from the Line Item Cost.

4. No Joint Undertaking. The parties hereby acknowledge and agree that the purpose and intent of this Agreement is not to undertake the joint exercise of power within the meaning of I.C. § 36-1-7-2(a) or any other applicable Indiana law and, therefore, this Agreement need not address other matters related to the financing, staffing, budget, administration through a joint board or separate legal entity, or the manner of acquiring, holding and disposing of real and personal property of a joint undertaking. There will be no jointly held property under this Agreement. Each party will be responsible for its own personnel while performing obligations under this Agreement.

5. No Acceptance of TriCo Responsibilities. Except as outlined herein, this Agreement does not relieve TriCo of any responsibilities to maintain, repair, upgrade and/or

perform any other necessary work on Wastewater Infrastructure under Service Agreement and/or any other applicable agreements, laws, rules, and regulations.

6. Dispute Resolution. Any disputes that may arise under this Agreement shall be resolved by the parties' respective executive officers, or their designees. Failing resolution by the executive officers, the parties shall submit the dispute to mediation. Failing resolution of the dispute by mediation, either party may institute a suit in a court of law as provided for in Section 14 hereof.

7. Effective Date. This Agreement shall be effective upon the latest date of: (a) adoption and execution of appropriate resolutions or ordinances approving this Agreement by appropriate body of each party.

8. Term. This Agreement shall be in effect until terminated by either party pursuant to Section 9 of this Agreement.

9. Termination. Either party may terminate this Agreement by providing a minimum thirty (30) days written notice to the other party.

10. Notice.

a. With regard to routine communications concerning this Agreement, the parties' respective authorized representatives may communicate directly by whatever means they deem most effective and efficient.

b. Any other type of formal notice required to be provided under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To the City :

Department of Engineering  
Attention: Director  
City of Carmel  
One Civic Square  
Carmel, IN 46032

To TriCo:

TriCo Regional Sewer Utility  
Attention: Director  
7236 Mayflower Park Drive  
Zionsville, IN 46077

11. Indemnification.

a. The City hereby agrees to indemnify, defend, exculpate, and hold harmless TriCo and its officers, employees and agents, from and against any and all claims, suits and liabilities of any kind or character, including reasonable attorneys' fees ("Claims") which result or arise from any negligent acts or omissions of the City or those for whom the City is responsible, including its officers, employees, agents and contractors, arising from or connected with the performance of any of the City's duties or responsibilities under this Agreement.

b. TriCo agrees to indemnify, defend, exculpate, and hold harmless the City and its respective officers, employees and agents, from and against Claims, including reasonable attorneys' fees, which result or arise from any negligent acts or omissions of TriCo or those for whom TriCo is responsible, including its officers, employees, agents and contractors, arising from or connected with the performance of any of the duties or responsibilities of TriCo under this Agreement.

12. Modification. The parties may alter, change or amend the terms and conditions of this Agreement only by mutual written agreement approved by the appropriate body of each party.

13. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties with respect to its subject matter, supersedes any prior discussions, negotiations, and understandings between them, and cannot be altered, changed or amended except as provided for in Section 12 hereof. The parties acknowledge that neither the City or TriCo, nor any of their respective officers, employees, or agents have made any representations relied upon by any other party other than the agreements contained herein.

14. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Indiana. This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

15. Interpretation. The parties hereby acknowledge and agree that this Agreement is the result of negotiations between the parties and their respective legal counsel, and no party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against either party.

16. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates specified below.

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TriCo Regional Sewer Utility

by and through its Board of Trustees

By:

\_\_\_\_\_  
Carl Mills, President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Micheal McDonald, Secretary  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Andrew Williams, Utility Director  
Date: \_\_\_\_\_

CITY OF CARMEL, INDIANA

by and through its Board of Public  
Works and Safety

By:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_