



TriCo Regional Sewer Utility

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

Board of Trustees Meeting Agenda

Monday, January 8, 2024 @ 6:00 p.m.

TriCo WRRF

7236 Mayflower Park Drive, Zionsville, IN 46077

1. Roll Call
2. Election of Officers
 - a. Committee Assignments
3. Public Comment
4. Approval of Meeting Memorandum
 - a. Board Meeting December 11, 2023
 - b. Executive Session December 11, 2023
5. Approval of Claims Docket
6. Conflict of Interest
7. Attorney's Report
8. Utility Director's Report
 - a. 2024 Goals
9. Committee Reports
 - a. Budget & Finance Committee
 - b. Personnel & Benefits Committee
 - c. Capital & Construction Committee
 - i. Donohue Task Request No. 12 – Annual On-Call
 - ii. Surplus Equipment
 - iii. Carmel Reimbursement Agreement
10. Old Business
11. New Business
 - a. Lift Station #10 Control Panel quotes
12. Adjourn



BOARD OF TRUSTEE MEETING

Monday December 11, 2023, 6:00 p.m.
Memorandum

Mr. Mills called the meeting to Order at 6:00 p.m.

ROLL CALL

Present: President Carl Mills, Treasurer Jane Merrill, Secretary Michael McDonald, members, Eric Hand, Chuck Ryerson, Amanda Foley, and Jeff Hill. Others in attendance were Utility Director Andrew Williams, Legal Counsel Anne Poindexter, Scott Wyatt, Engineering Manager Wes Merkle, Controller Cindy Sheeks and Administrative Assistant Maggie Crediford. Jeff Kimbell was absent, and Mr. Pittman arrived at 6:03 p.m.

PUBLIC COMMENT

There was no one present from the public.

APPROVAL OF MEETING MEMORANDUM

Ms. Merrill made a motion to approve the November 12, 2023, meeting memorandum. Ms. Foley seconded the motion, and it was unanimously approved.

APPROVAL OF CLAIMS DOCKET

Ms. Sheeks said there were no unusual expenditures on the claims docket. Ms. Merrill made a motion to approve the claims docket. Mr. McDonald seconded the motion, and it was unanimously approved.

ATTORNEY'S REPORT

Mrs. Poindexter had no report but reminded Mr. Mills he wanted to adjust the meeting agenda.

Mr. Mills asked for a motion to remove the Carmel Reimbursement Agreement from the agenda and send that action item back to the committees for further review, and to add Mr. Williams' 2024 salary to the agenda. Ms. Merrill made the motion; Mr. Hand seconded the motion and it was unanimously approved.

UTILITY DIRECTOR'S REPORT

Mr. Williams invited the Board members to the Staff Christmas lunch on Wednesday, December 20, 2023, at 11:30 a.m.

Mr. Williams said the Current in Carmel is reporting that the City of Carmel just had the first reading for a 35% increase in Utility rates. This will not affect TriCo's treatment rate with Carmel Utilities.

Mr. Williams said the 2024 budget includes \$45,000 to replace a fleet vehicle. The truck that is being replaced has had some transmission issues and the staff has found a truck that could replace it for \$43,300 and they have it ready for delivery this week. Mr. Williams asked the Board to sign the check for the truck, so staff can purchase the one that is available now. The Board

agreed and the truck will be purchased this week. The truck being replaced will be sold on the public auction site for government entities and staff will include in the listing that it has had a recent transmission repair.

COMMITTEE REPORTS

Budget & Finance Committee

Ms. Merrill made a motion to approve the proposed 2024 Operating Budget. Mr. McDonald seconded the motion, and it was unanimously approved.

Personnel & Benefits Committee

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

Capital & Construction Committee

Ms. Foley made a motion to accept Jackson’s Grant Village Sections 1 and 2 sanitary sewer dedication. Mr. Hill seconded the motion, and it was unanimously approved.

Ms. Foley made a motion to approve Pump Truck Replacement with two costs in the amounts of \$115,472 and \$63,025. Mr. Pittman seconded the motion, and it was unanimously approved.

NEW BUSINESS

Ms. Merrill made a motion to approve the Lateral Extension Reimbursement Agreement. Mr. Pittman seconded the motion, and it was unanimously approved.

The Carmel Reimbursement Agreement was removed from the agenda and sent back to the committees for further review.

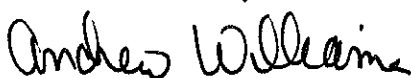
Mr. Ryerson made a motion to approve setting the 2024 Utility Director’s salary at step seven in the salary scale. Ms. Merrill seconded the motion, and it was unanimously approved.

ADJOURNMENT

Mr. Hill made a motion to adjourn the meeting. Mr. McDonald seconded the motion. The meeting adjourned at 6:32 p.m.

The next Board of Trustees Meeting is scheduled for Monday, January 8, 2024, at 6:00 p.m.

Respectfully submitted,



Andrew Williams
Utility Director

Approved:

_____ as Presented

_____ as Amended

Michael McDonald, Secretary

Carl Mills, President



Executive Session of the Board of Trustees

Monday, December 11, 2023, 5:30 p.m.
Memorandum

The Executive Session commenced at 5:40 p.m. and concluded at 5:50 p.m.

ROLL CALL

Present: President Carl Mills, Treasurer Jane Merrill, Secretary Michael McDonald, members, Eric Hand, Chuck Ryerson, Jeff Hill, Amanda Foley and Legal Counsel Anne Poindexter.

The Board discussed the Utility Directors Performance review in compliance with (IC 5-14-1.5-6.1(b)(9)). I hereby certify that no other matters were discussed.

Respectfully submitted,

Michael McDonald
Secretary



MEMORANDUM

To: Board of Trustees
From: Andrew Williams
Date: January 3, 2024
Subject: 2024 Goals and Objectives

The goals are based on our Purpose, Vision and Mission statement. I am purposing the main goals for 2024 are:

- Goal** Maintain a professional staff and work environment
- Goal** Maintain Overall Integrity of the Budget
- Goal** Conduct Effective Long-Term Planning & Implementation
- Goal** Provide a Balance of Service and Accountability to All Stakeholders

On the attached draft of the 2024 Goals & Objectives, I have updated or added objectives under each Goal. Each department develops tasks that enable TriCo to accomplish our Goals. Quarterly updates will be provided throughout the year on the progress made on this Goals.



TriCo Regional Sewer Utility

2024 Goals & Objectives

The following are the goals and objectives based on TriCo's Purpose, Vision and Mission. Each department will define tasks and possibly more objectives that will enable us to accomplish these goals.

Goal Maintain a professional staff and work environment

Objective Continue training focused on communications and team building to ensure a professional work environment and ensure employee retention.

Objective Encourage employees to join IWEA, AWWA and other professional associations and actively participate.

Objective Ensure all employees schedule and participate in training programs & opportunities.

Goal Maintain Overall Integrity of the Budget

Objective Evaluate the results of the rate study, determine the changes needed to TriCo's rate structure, and update the Rate Ordinance appropriately.

Objective Revise financial report format to better incorporate the collection and spending of the Connection Fee and Interceptor Fee.

Objective Monitor development in the service area and adjust project schedules to reduce capital expenditures until needed.

Goal Conduct Effective Long-Term Planning & Implementation

Objective Continue to develop the constructive working relationship with the Zionsville administration.

Objective Identify specific areas of operations that TriCo excels in that could be provided as services or in a consultant role to other agencies.

Objective Increase communication with appointing authorities focusing on increasing awareness of TriCo's service-oriented and fiscally responsible operations.

Goal Provide a Balance of Service and Accountability to All Stakeholders

Objective Implement new methods of customer and stakeholder outreach & education regarding the services provided by TriCo.

Objective Work with stakeholders to ensure service is provided in an environmentally friendly manner while providing users with the most reliable and affordable service possible.

Objective Continuous IT Security Improvements to enhance the security posture for TriCo.



JOINT CAPITAL & CONSTRUCTION MEETING AND BOARD OF TRUSTEES MEETING

Monday January 2, 2024, at 4:30 p.m.

Memorandum

Ms. Foley called the meeting to order at 4:33 p.m.

ROLL CALL

Members Present: Committee Chair Amanda Foley, member Jeff Hill. Others in attendance were Board members Eric Hand and Michael McDonald, Legal Counsel Anne Poindexter, Utility Director Andrew Williams, and Administrative Assistant Maggie Crediford. Mr. Pittman Arrived at 4:34 p.m.

PUBLIC COMMENTS

There was no one present from the public.

CARMEL REIMBURSEMENT AGREEMENT

Mr. Williams stated that this agreement formalizes the past practice for sewer relocation on Carmel roadway projects. Carmel uses federal funds for some of their road improvement projects and they requested a formal reimbursement agreement to comply with federal standard practice.

Mr. McDonald asked if the way the agreement is written would set TriCo up for large expenses based on Carmel's choices. Mrs. Poindexter said that the agreement states that Carmel needs to give TriCo a cost estimate before bidding is conducted on projects and give TriCo the opportunity to either choose to contract the work out themselves or have the work done by Carmel's contractors and reimburse them for the cost of the work.

Mr. Hand said he has concerns regarding the way the agreement is written. He feels that it does not distinguish TriCo as a self-sufficient independent Utility, and questioned if that needs to be clear. It was determined that Mr. Hand did not have the same version of the agreement that the C&C Committee was reviewing. Mrs. Poindexter took a copy of Mr. Hand's markups and would revise the document before the Board Meeting on Monday.

DONAHUE TASK REQUEST NO. 12

Mr. Williams asked the Committee to recommend the Board approve a \$50,000 task order to Donahue for on-call services. TriCo will only be billed when the requested work is completed. The \$50,000 amount is in line with the previous year's on-call services provided by Donahue.

Mr. Hill asked if TriCo has the option to decline a task if need be. Mr. Williams said tasks are only created by TriCo and are sent on an as needed basis by the Utility.

The Committee will recommend the board approve Donahue Task Order Request No. 12.

SURPLUS EQUIPMENT

Mr. Williams said the Board approved the purchase of a Toyota pickup in December to replace Truck #80, a 2011 Ford F-150. Staff would like to sell the vehicle on the public auction site GovDeals. The recent repairs will be listed in the auction details, so a buyer understands the recent issues the truck has experienced.

The Committee will recommend the Board declare Truck #80 surplus to be sold on the government auction site.


OTHER BUSINESS

Mr. Williams said the Utility has been experiencing another spike in cyanide levels coming into the plant. Pretreatment Coordinator Shaun Odom has been tasked with identifying facilities that might use cyanide and could be discharging unacceptably high levels. Tracking the source back upstream is challenging because the testing takes 7-10 days to come back after sampling. Mr. Watkins has been working with the State to get some ideas on how to find the source. However, it could be someone illegally dumping waste into TriCo's system. If these levels continue to show up in testing results, TriCo will need to add an additional treatment process to remove the cyanide. This could be costly in equipment, man hours and testing fees. The Staff is taking parallel tracks to investigate the source of the cyanide and to study what additions will be needed to the treatment process if the sources cannot be found and eliminated. Mr. Williams will keep the committee and the Board updated on developments as they arise.

ADJOURNMENT

The meeting was adjourned at 5:11 p.m.

Respectfully submitted,


Andrew Williams
Utility Director



MEMORANDUM

To: Board of Trustees
From: Andrew Williams
Date: January 3, 2024
Subject: On-Call Task Order No. 12

TriCo contracts with Donahue Associates for its on-call instrumentation and controls service provider. These services are critical to maintaining efficient plant and lift station operations. The Continuing Professional Services Agreement with Donohue indicates that task orders will be issued for each task establishing the scope and fee. Task Order No. 12 is for the annual on-call services with a fee limit of \$50,000.

Requested Action: Approve Task Order No. 12 for on-call services with a limit of \$50,000.



MEMORANDUM

To: Board of Trustees
From: Andrew Williams
Date: January 3, 2024
Subject: Surplus Equipment

TriCo has purchased a truck to replace the 2011 Ford F150 Pickup. In order to dispose of the vehicle, the Board will need to declare the vehicle surplus. The vehicle will be listed on the public auction site GovDeals.

Requested Action: Declare Truck #80 - 2011 Ford F150 Pickup surplus and to be sold at auction.



MEMORANDUM

To: Board of Trustees
From: Andrew Williams
Date: January 3, 2024
Subject: Carmel Reimbursement Agreement

The proposed agreement was presented at the December Board meeting and sent to committee for further discussion. The C&C Committee reviewed the agreement, and some rewording was proposed by Mr. Hand. Ms. Poindexter took the comments and reworked the agreement.

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 TriCo; and

WHEREAS, in accordance with the Agreement, TriCo owns and operates a wastewater treatment system located in Zionsville in addition to a collection system (TriCo’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 TriCo’s Collection System is connected to the Carmel system; and

WHEREAS, 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, relocate, or alter to perform 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. Likewise, TriCo does not accept any greater responsibility or liability than exists prior to this agreement and City is not relieved of any costs or responsibility it may have by virtue of the execution of this agreement.

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: Engineering Manager
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.

[The remainder of this page left blank intentionally]

TriCo Regional Sewer Utility

By:

Board Member, Signature

Printed

Dated

Board Member, Signature

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Board Member, Signature

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Board Member, Signature

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Dated

CITY OF CARMEL, INDIANA

by and through its Board of Public
Works and Safety

By:

Sue Finkham, Mayor, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Jacob Quinn, Clerk
Date: _____



MEMORANDUM

To: Board of Trustees

From: Andrew Williams

Date: January 3, 2024

Subject: Lift Station #10 Control Panel Quotes

Design work is complete for Lift Station 10 (Ashbrook) Upgrades and permits have been received. Quotes for the control panel construction will be received on Monday and presented at Board of Trustees meeting. The panel is quoted sperate from the construction at the lift station since it is a specialty item which the general contractor would subcontract to a vendor. There can also be longer lead times on the panel construction.