



TriCo Regional Sewer Utility

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

JOINT CAPITAL & CONSTRUCTION COMMITTEE AND BOARD OF TRUSTEES MEETING

Monday, December 2, 2024 at 4:30 pm
7236 Mayflower Park Drive, Zionsville, IN 46077

AGENDA

1. Public Comment
2. 2025 Capital Budget
3. Union Woodlands Sewer Service Agreement
4. Capital Project Updates
5. Other Business

Next Scheduled C&C Committee Meeting: Monday, January 6 at 4:30 pm



MEMORANDUM

To: Capital and Construction Committee

From: Wes Merkle

Date: November 27, 2024

Subject: 2025 Capital Budget

The proposed 2025 Capital Budget is attached; staff made minor revisions to the version presented at the last Board meeting.

In 2024, staff completed or expects to complete the following capital projects and major equipment replacements:

- Plant Roof Replacements
- Pump Replacements
- #2205 Lift Station 14 Generator and Controls Replacement (Austin Oaks)
- #2207 Lift Station 26 Parallel Force Main (Jackson's Grant – Spring Mill Road)
- #2208 Lift Station 16 Replacement/Relocation (Michigan Road/Sycamore)
- #2301 Lift Station 10 Upgrades
- Lacoma Estates and Six Points Road Sewer Main Extensions
- Pump and Camera Truck Replacements

Staff plans to complete the following projects in 2025:

- Lift Stations 1 & 2 Surge Valve Replacements
- Plant & Office Landscaping Improvements, Signage & Outreach Displays
- Replace Plant RAS & WAS Pumps and Controls (serving Clarifiers 4 & 5)
- Lift Station 1 ARV Replacements (99th/Keystone Pkwy)
- Lift Station 2 Remove Standby Pump (106th/Spring Mill Road)
- Lift Station 24 Pump & Controls Replacement (96th/Spring Mill Road)
- Sycamore Street Main Extension
- Main Repairs, Pump Repair at Lift Station 1, and Easement Clearing

In 2025, staff expects to complete design for the Lift Station 17 Pump, Electrical, and Odor Control upgrades project (US421/Templin Road) and Lift Station 23 Upgrades (126th Street near West Clay Elementary), in addition to design and easement acquisition on the Little Eagle Creek Interceptor project, pending requests for service.

Many other projects were updated to reflect changes in scope, timing and cost. The Biosolids Dewatering and Shop Improvements project was revised to include a second belt filter press that is needed for both buildout capacity and redundancy, as well as a

new building for an expanded shop and key vehicle storage. The biosolids project is planned for 2027-2028.

The previously approved 2024 Capital Budget included \$2.78 million in spending for 2024; we expect to finish the 2024 with \$3.57 million in spending, which includes \$1.87 million in costs budgeted for 2023 but incurred in 2024 for projects involving Lift Stations 8, 14, 16 and 26. The previously approved 2024 Capital Budget included \$15.6 million in spending from 2025 through 2029; the draft 2025 Capital Budget includes \$18.9 million for the same five year period, mostly due to the aforementioned biosolids project budget increasing by \$2.6 million.

Recommended Action: Approve the 2025 Capital Budget.

2025 Capital Budget

Draft Capital Budget Updated 11/27/2024
See project fact sheets for more information on individual projects (scheduled in the next 5 years, \$300,000 & over)

Project		Near-term	Year	Year	Year	Year	Manager	2024 Projected		2024 Total	Year										Change			
Location	No.	Priority	needed	needed	needed	needed	In	Budget	Spending	Projected	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2024 to 2025			
Project		Priority	Earliest	Latest	Budgeted	Charge	Funding	2024	Thru	Spending	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Note	Capital Budgets		
WRRF	Michigan Road Water Resource Recovery Facility																							
	2501	Plant Landscape Improvements	Medium	2022	2025	2025	WM	Operating	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000								Screen plant along Mayflower Pk Dr & replace dead trees & shrubs	Pushed back to 2025 & adjusted cost/scope	
	2502	Plant & Office Signage & Outreach displays	High	2021	2025	2025	DW	Operating	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000								Pushed back to 2025 & adjusted cost/scope	
	2701	Biosolids Dewatering & Shop Improvements	Medium	2026	2028	2027-28	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000	\$ 2,400,000					Replace belt filter press & ancillary equipment at the end of its service life. Add 2nd unit for capacity & redundancy. Construct a shop building or convert existing building.	Pushed back to 2027 construction & adjusted scope and cost.	
		Plant Pump Replacements- SHT 4/5, Plant LS, SCM LS 47	Medium	2021	2025	2024	SW	Reserve for Replacement	\$ 65,000	\$ 43,928	\$ -	\$ 43,928										Replace failing Hydromatic pumps		
	2503	Replace pumps RASP5501+WASP5501, VFD& controls for RASP5501+WASP5501+RASP5502	High	2023	2025	2024-25	WM	Reserve for Replacement	\$ 105,000	\$ 5,000	\$ -	\$ 5,000	\$ 175,000									Replace equipment at the end of its service life.	Adjusted cost/scope	
		Roof Replacements- PTB, RAS/WAS, Chem and Barn	High	2023	2023	2023	SW	Reserve for Replacement	\$ 80,000	\$ 44,127	\$ -	\$ 44,127										Replace roofing material at the end of its service life		
	2604	Clarifier 4 scum collection upgrade	Medium	2022	2027	2026	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000						Convert to a full radius scum beach		
	2605	Replace Clarifier 4,5,6 unitube headers	Low	2026	2030	2026	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000						Replace equipment due to deterioration		
		Replace blowers, VFDs& controls: VLR B5002&8-03, SHT1-3	Low	2031	2035	2033	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 660,000			Replace equipment at the end of its service life.		
		Replace pump RASP5502	Low	2029	2033	2031	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000					Replace equipment at the end of its service life.		
		Replace VLR1-4 mixers & both AZ wall pumps	Low	2031	2035	2033	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000			Replace equipment at the end of its service life.		
		Replace Pumps & Controls RASP55-03 & WASP55-02	Low	2031	2035	2033	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000			Replace equipment at the end of its service life.		
		Replace Plant PLCs	Low	2026	2030	2028	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,000			Replace equipment at the end of its service life.	
		Replace UV HSC & SCC	Low	2031	2035	2033	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 290,000			Replace equipment at the end of its service life.	Adjusted cost/scope
		Replace VLR 3 & 4 rotor motors, drives, VFDs & controls	Low	2033	2038	2033	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Replace equipment at the end of its service life.		
		RTU 6 Update	Low	2033	2038	2033	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Replace blowers, VFDs& controls: SHT4+5	Low	2034	2039	2034	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	Replace equipment at the end of its service life.	Added project	
		Replace Plant LS P2, SCM Pump	Low	2034	2039	2034	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	Replace equipment at the end of its service life.	Added project	
		Replace RTUs 1, 2, 3, 4 & MCC 1	Low	2025	2030	2029	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	Replace equipment at the end of its service life.	Adjusted cost/scope	
		Annual Plant Improvement & Repair Projects				annual	SW	Operating	\$ 150,000	\$ 10,220	\$ -	\$ -	\$ 10,220	\$ 75,000	\$ 100,000	\$ 125,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	Typical annual expenditures	
LS 1	Carmel Creek																							
		LS 1 Replace/upsie dry weather pumps	Low	2027	2030	2030	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000						Replace equipment at the end of its service life.		
	2504	LS1 ARV Replacement Project	Medium	2022	2024	2023	AS	Reserve for Replacement	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000							Replace 3 non-functional ARV's	Push to 2025	
	2353	Surge Relief Valves LS1 & LS 2	Medium	2022	2024	2023	AS	Reserve for Replacement	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000							Units Obsolete, water hammer could cause FM break	Installation pushed to 2025	
LS 2	Meridian Corridor																							
	2505	Remove standby pump at LS 2	High	2025	2028	2025	WM	Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000							Remove pump at the end of its useful life	Project added	
	2901	106th Street Parallel Force main (LS 2 to Ditch Road)	Low	2024	2030	2029	WM	Interceptor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,950,000							Timing is based on when capacity is needed.	Pushed back and adjusted cost	
LS 3	Northern Heights																							
		Pump Replacement	Low	2029	2033	2031	AS	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Replace equipment at the end of its service life.		
LS 5	Spring Mill Streams																							
	2702	Interceptor extension & lift station elimination	Medium	2022	2033	2027	WM	Interceptor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000						Combine this project with the LS19 elimination project.		
LS 6	Waldon Pond																							
	2902	Interceptor extension & lift station elimination	Medium	2020	2030	2029	WM	Interceptor	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000						Timing is development driven. Some 99th St residents have requested sewer service recently.	Pushed back & adjusted cost - waiting for development interest	
LS 7	Laurelwood Sub																							
		Pump replacements	Low	2025	2028	2028	AS	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Replace equipment at the end of its service life.		
LS 8	Laurelwood																							
	2202	LS 8 Reconstruction	High	2020	2023	2022-23	WM	Operating	\$ -	\$ 227,136	\$ -	\$ 227,136												
LS 9	Towne Road																							
		Pump & control panel replacement	Low	2029	2032	2030	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000					Replace equipment at the end of its service life.		
LS 10	Michigan Road																							
	2301	LS 10 Replace pumps, wet well piping, controls, backup generator	High	2020	2024	2023-24	WM	Reserve for Replacement	\$ 1,200,000	\$ 782,623	\$ 140,000	\$ 922,623												
LS 11	Boone County																							
		Control panel replacement	Low	2028	2035	2031	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000							
LS 12	Kingsmill																							
		Pump & control panel replacement	Low	2031	2033	2032	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000			Replace equipment at the end of its service life.		
LS 14	Austin Oaks																							
	2205	LS 14 Generator & control upgrades	Medium	2019	2024	2023-24	WM	Reserve for Replacement	\$ -	\$ 57,430	\$ 5,000	\$ 62,430											Deleted Union Twp expanded service projects	
		Pump Replacement	Low	2024	2034	2032	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000					
	2601	LEC Interceptor extension	Medium	2019	2025	2024-25	WM	Interceptor	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 1,150,000						Extend service to multiple developments	Pushed back & adjusted cost	
LS 16	Zionsville Presbyterian																							
	2208	LS 16 Replacement/relocation	High	2022	2023	2022-23	WM	Interceptor	\$ -	\$ 500,091	\$ 150,000	\$ 650,091												
LS 17	Zion Hills																							
	2602	LS 17 Pump, Electrical & Odor Control Upgrades	Medium	2022	2025	2025-26	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 1,600,000						Additional pumping capacity needed. Odor control system needs greater capacity & reliability. Replace fence.	Adjusted cost/scope and combined with odor control upgrades	
LS 18	Train Express																							
		Line Wet Well	High	2024	2025	2024	AS	Reserve for Replacement	\$ 10,000	\$ -	\$ 10,000	\$ 10,000							\$ 95,000					
LS 19	Village of West Clay																							
	2702	Interceptor extension & lift station elimination	Medium	2022	2028	2027	WM	Interceptor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000					Combine this project with the LS5 elimination project. Additional pumping capacity needed.		
LS 20	Mayflower Park																							
		Control panel replacement	Low	2029	2033	2031	WM	Reserve for Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000				Replace equipment at the end of its service life.		
LS 21	High Grove																							
		Interceptor extension & lift station elimination	Low	2022	2035	2030	WM	Interceptor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 725,000					Timing is development driven - unlikely to move forward soon due to recent property acquisition.	Pushed back and adjusted cost	
LS 22	North Augusta																							
		(no projects)							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
LS 23	126th Street																							
	2506	LS 23 Pump & Electrical Upgrades	High	2022	2025	2025	WM	Reserve for Replacement	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000							Additional capacity needed	Adjusted cost/scope	



MEMORANDUM

To: Capital and Construction Committee

From: Wes Merkle

Date: November 27, 2024

Subject: Union Woodlands Sewer Service Agreement

Union Woodlands is a new residential development located north of the Brookhaven and Fieldstone neighborhoods near the northwest corner of TriCo's service area. Union Woodlands includes the extension of interceptor sewer that is larger and deeper than is otherwise required to serve the development, which will allow TriCo to serve offsite locations in this drainage basin in the future. TriCo either reimburses developers for sewer oversizing costs either directly or through interceptor fee credit.

Two years ago TriCo agreed to allow the developer to build a temporary lift station to serve Union Woodlands. Because the lift station is not part of TriCo's master plan to extend service, the developer will pay for the new lift station. Existing downstream sewers have limited capacity to handle additional flows beyond Union Woodlands; therefore additional service necessitates TriCo extend the Little Eagle Interceptor between 300 South and Union Woodlands, enabling TriCo to decommission the temporary lift station.

The attached sewer service agreement was modified from the one used for Jackson's Grant in 2014, which included oversized gravity sewers, force mains, and a regional lift station, all built in multiple phases. The purpose of this agreement is to explain each party's responsibilities during the development process.

Staff requested legal counsel review the attached agreement. At this time staff estimates the developer will owe approximately \$190,000 in interceptor fees and TriCo will owe approximately \$194,000 for oversizing for Phase 1 of Union Woodlands. We are working with the developer to finalize costs and prepare exhibits which should be finalized for the December 9 Board meeting.

Recommended Action: Approve the Sewer Service Agreement with Union Woodlands, pending preparation of final costs and exhibits.

SEWER SERVICE AGREEMENT

This AGREEMENT, made and entered into as of the date of execution by the last party signatory hereto (hereinafter referred to as "Effective Date") by and between TRICO REGIONAL SEWER UTILITY, a political subdivision and municipal corporation organized and existing under the laws of the State of Indiana ("TriCo"), and UNION WOODLANDS DEVELOPER, LLC, an Indiana limited liability corporation ("Developer").

WITNESSETH THAT:

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

WHEREAS, Developer owns or has under contract to purchase approximately 161 acres of real estate in Boone County, Indiana, generally located east of US421 and south of County Road 200 South, but more particularly described in **Exhibit A** attached hereto and incorporated herein by reference the "Developer Real Estate", on which Developer proposes to construct approximately 183 single family homes and/or as Union Woodlands subdivision hereinafter referred to as "Subdivision"; and

WHEREAS, Developer has requested TriCo provide sewage disposal service to Subdivision which is within the service area of TriCo, and TriCo is willing to do so upon the terms and conditions set forth herein; and

WHEREAS, in order to make sewage disposal service available to and within the entirety of the Subdivision, it is necessary for the Developer to design and construct a lift station, force main and gravity sewers,

WHEREAS, TriCo has requested an increase in the capacity or oversizing of the Developer's proposed lift station, force main, and/or gravity sewers sufficient to handle future wastewater flow from other offsite locations in this drainage basin, hereinafter referred to "Oversized Facilities",

WHEREAS, in order to ensure construction of Oversized Facilities by Developer, TriCo is willing to reimburse Developer for the costs incurred by Developer as a result of oversizing the facilities, in excess of the costs that Developer would otherwise incur to construct facilities only to serve Subdivision,

WHEREAS, TriCo's long-term planning includes extension of the Little Eagle Creek Interceptor from the southeast to serve Subdivision, Developer requested TriCo allow construction of a temporary lift station and force main discharging into existing Brookhaven sewers to serve Subdivision in the near term, Developer will construct the lift station and force main at Developer's cost, and to improve efficiency TriCo will assist Developer with procurement of certain lift station equipment.

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

1. The Project. The design, construction and installation of lift station, force main, and gravity sewers serving Subdivision, including Oversized Facilities, shall hereinafter be referred to as the "Project". Developer's consulting engineer shall prepare all plans and specifications. The combined set of detailed plans and specifications, once reviewed and approved by TriCo staff, shall be hereinafter referred to as "Plans and Specifications" of the Project.

2. Rights-of-Way and Easements. As required in any case, Oversized Facilities shall be constructed and installed by Developer in accordance with Plans and Specifications. All of the Oversized Facilities shall be installed within public rights-of-way or easements granted to TriCo or granted to others and assigned to TriCo on easement forms acceptable to TriCo or on real estate owned by or to be conveyed to TriCo. Developer shall provide easements to TriCo for all phases of the development utilizing the form in the attached **Exhibit B**. Easements shall be provided within sixty (60) days of this Agreement, and prior to any reimbursement being made by TriCo.

3. Contract Price. In order to serve the public and attempt to safeguard and obtain the oversized facilities at the lowest cost, Developer will voluntarily request quotes from contractors experienced in this type of work and select the lowest responsible and responsive contractor to install and construct the Oversized Facilities (hereafter referred to as "Contractor").

4. Contractor Selection. Construction shall not commence, however, until TriCo has approved, in writing, Contractor(s) selected by Developer to install and construct the Oversized Facilities, which approval shall not be unreasonably conditioned, delayed or withheld. The selected Contractor(s) shall comply with insurance requirements in **Exhibit C**. Developer shall provide TriCo a copy of the agreement which obligates Developer's selected Contractor(s) to install and construct the Oversized Facilities in accordance with the Plans and Specifications.

5. Permits & Licenses. Prior to constructing the Project, Developer shall obtain all permits and licenses required for the Project by any governmental authorities or municipal corporations. TriCo shall assist Developer in obtaining said permits and licenses from governmental authorities or municipal corporations where necessary, by joining with Developer in any application for a permit or license.

6. Review of documents pertaining to construction of the Project. TriCo, Developer, and Developer's consulting engineer will review and approve contractor(s)' product data and shop drawing submittals, third party testing and inspection reports, change requests, and requests for information.

7. Change Orders. Any changes in scope of work or cost of Oversized Facilities will be appropriately documented via "Change Order". All Change Orders must be approved by both TriCo and Developer prior to execution. The parties acknowledge that Change Orders may include unforeseen conditions, including excessive de-watering, rock mitigation, blasting, and remediation of unsuitable soil conditions. Contractor(s) shall notify the Developer and TriCo promptly after discovering unforeseen conditions and make reasonable efforts to document such conditions. Developer and TriCo agree to work together in negotiating changes in scope and/or cost of Oversized Facilities with Contractor(s).

8. Construction Observation. The Project shall be constructed and installed under the observation of TriCo's Inspector to ensure conformance with the approved Plans and Specifications.

9. Conveyance of the Oversized Facilities. Following the completion of the Project and the connection to TriCo's system in accordance with Plans and Specifications and payment by TriCo for Oversizing Reimbursement due, Developer shall convey and dedicate Project facilities to TriCo in accordance with TriCo ordinances and policies. Following conveyance, Project facilities shall become part of the sewage disposal system of TriCo and be under the full control, authority and jurisdiction of TriCo, and TriCo shall have full and exclusive responsibility for the operation, control, maintenance and repair of said Project facilities, except repairs needed within the standard three-year warranty period shall be completed by Developer and/or Contractor.

10. Project Costs and Reimbursement. The cost of the Project and the Oversized Facilities (hereinafter referred to as the "Project Costs,") shall be paid by the Developer with reimbursement by TriCo for the related oversizing cost ("Oversizing Reimbursement") as specified in **Exhibit D** - Project Cost Table. Oversizing Reimbursement shall include work completed under approved Change Orders, where TriCo and Developer have agreed to an equitable distribution of changed costs as they relate to Oversized Facilities. Full and final Oversizing Reimbursement will be paid by TriCo to Developer upon satisfactory completion of each segment of Oversized Facilities; partial reimbursement will be made following TriCo's review and approval of contractor(s)' monthly progress payments. Requests for reimbursement by Developer shall be received by TriCo at least five days prior to the first Monday of each month; TriCo shall release payment no later than the second Thursday of each month. Developer will promptly pay Contractor(s) amount due, less applicable retainage, following receipt of TriCo reimbursement. No reimbursement will be made until TriCo has received copies of recorded easements required by Section 2 above.

11. Odor Control. Any time after completion of the lift station if during its normal operation, it is determined by TriCo, Developer, and Subdivision homeowners association that the lift station is causing unpleasant odors that disturb nearby homeowners, TriCo shall install at its own cost odor control devices designed to eliminate said odors. After completion of Union Woodlands, one or more offsite developments may connect to sanitary sewers near the southeast corner of Subdivision. After completion of offsite developments if it is

determined by TriCo, Developer, and Subdivision homeowners association that the connection is causing unpleasant odors that disturb any nearby homeowners, TriCo shall install at its own cost odor control devices designed to eliminate said odors.

12. Engineering and Construction Observation Fees. Developer will pay all fees charged by Developer's consulting engineer. TriCo will pay **15 percent** of construction observation costs incurred by the Project, with the Developer paying the remaining **85 percent**, based on a pro-rata share of Project Costs.

13. Project Timing. Developer plans to construct Union Woodlands subdivision in multiple phases. The initial phase is scheduled to be constructed during the 2025 construction year. However, a portion of the Oversized Facilities will be constructed at a later date, including sections of gravity sewer intended to handle wastewater flow from offsite locations. Project Costs for this portion of the Oversized Facilities will be determined at a later date and said oversizing costs shall be included in an amendment to this agreement. The Oversizing Reimbursement will be consistently calculated and applied for each phase.

Developer presently expects all Oversized Facilities to be constructed within two years, as remaining phases of Union Woodlands are constructed. Successful completion of the Oversized Facilities is essential to TriCo's long term plan. Two years after execution of this agreement, in the event Developer has not completed construction of all Oversized Facilities, TriCo may, at its sole discretion, construct part or all of the remaining Oversized Facilities at its own expense using the Plans and Specifications. TriCo will use reasonable efforts to provide advance notice to Developer, consider Developer's future subdivision plans and follow the preliminary sanitary design layout included as **Exhibit E**. TriCo will provide lateral stubs within future phases to serve the lots as shown on Developer's plan. Developer will reimburse TriCo for Developer's portion of the Project Costs related to construction of the remaining Oversized Facilities at the time Developer places in service a section containing Oversized Facilities installed by TriCo.

14. Lift Station Equipment Procurement. TriCo will provide the lift station control panel, variable frequency drives, level transducer, floats, fog rod, and pump package including pumps, pump bases, guide rails, upper and intermediate guide rail brackets, lifting chains, and pump protection relays for installation by Contractor. The pump package will include startup service by the local manufacturer's representative as well as spare parts ordinarily provided and including an impeller and repair kit. TriCo's instrumentation and controls engineer will provide design, programming and startup services for the control panel. Prior to ordering lift station equipment and services, TriCo shall share vendor estimates and proposals with Developer for mutual approval. Equipment ordering shall target delivery for installation and startup 60-90 days prior to anticipated home connection permit issuance. Developer will reimburse TriCo for costs incurred to procure said equipment and services needed to complete the lift station. After receipt of equipment and supplier invoices, TriCo shall promptly request reimbursement from Developer. Developer shall release payment to TriCo within 30 days of receipt of reimbursement request, and TriCo shall promptly pay supplier(s) amount due.

15. Miscellaneous.

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

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

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

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

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

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

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

TRICO REGIONAL SEWER UTILITY

Date: _____

By: _____
Carl Mills, President

Attest: _____
Michael McDonald, Secretary

UNION WOODLANDS DEVELOPER, LLC

Date: _____

By: _____

Printed: _____

Title: _____

DRAFT



MEMORANDUM

To: Capital and Construction Committee

From: Wes Merkle

Date: November 27, 2024

Subject: Capital Project Updates

The following updates are provided by staff for ongoing capital projects. Please refer to the Capital Project Fact Sheets for background information on individual projects.

- #2207 Lift Station 26 (Jackson's Grant) Parallel Force Main
Restoration efforts continue. Completion is anticipated in December.
- #2208 Lift Station 16 (Michigan/Sycamore Street) Reconstruction
This project is complete. Earth moving, utility installation, and road work surrounding the new lift station continues under The Farm development project.
- #2301 Lift Station 10 (Ashbrook) Upgrades
Paving is complete and punch list items remain. Completion is anticipated in December.
- Various Small Sewer Extension Projects
Low pressure sewer main installation at Lacoma Estates (near 96th Street and Spring Mill Road) and Six Points Road is underway and should be complete in December. The short main extension at Lift Station 22 (North Augusta) is expected to begin in the coming weeks.