

**UTILITIES SERVICE BOARD MEETING
06/21/2022**

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CALL TO ORDER

The meeting was held via Zoom and in the Utilities Service Boardroom at the City of Bloomington Utilities Service Center, 600 East Miller Drive, Bloomington, Indiana.

In the absence of the Board President and Vice President, board member Capler called the regular meeting of the Utilities Service Board to order at 5:00 p.m. Capler then asked the attending members to nominate and elect a Chair Pro Tem. Sherman moved to elect board member Capler as the Chair Pro Tem. The motion passed unanimously.

Board members present: Jean Capler, Seth Debro, Megan Parmenter, Jim Sherman, Kirk White, ex officio Jim Sims, ex officio Scott Robinson.

Board members present via Zoom: Jeff Ehman (did not take a vote)

Board members absent: Amanda Burnham

Staff present: Tom Axsom, Jane Fleig, James Hall, Dan Hudson, Holly McLaughlin, LaTreana Teague, Michelle Waldon.

Staff present via Zoom: Vic Kelson, Chris Wheeler

MINUTES

Board member Parmenter moved, and Board Member Debro seconded the motion to approve the minutes of the June 6th meeting. Motion carried, five ayes.

CLAIMS

Parmenter moved, and Debro seconded the motion to approve the Standard Invoices: Vendor invoices included \$221,286.19 from the Water Utility, \$173,825.22 from the Wastewater Utility, \$79,570.59 from the Stormwater Utility, and \$654,151.96 from the Stormwater Construction Fund.

Motion carried, five ayes. Total claims approved: \$1,128,833.96.

Parmenter moved, and Debro seconded the motion to approve the Utility Bills:

Utility invoices included \$74,929.20 from the Water Utility and \$66,281.32 from the Wastewater Utility.

Motion carried, five ayes. Total claims approved: \$141,210.52.

Parmenter moved, and Debro seconded the motion to approve the Wire Transfers, Fees, and Payroll in the amount of \$383,433.33. Motion carried, five ayes.

Parmenter moved, and Debro seconded the motion to approve the Customer Refunds: Customer refunds included \$814.22 from the Wastewater Fund.

Motion carried, five ayes. Total refunds approved: \$814.22.

CONSENT AGENDA

- a. Commonwealth Engineer, Inc., \$4,138.00, new nte: \$73,880.00, First amendment to expand scope of work to remove the 3rd Street Lift Station and add the Basswood Lift Station.
- b. Suez WTS Analytical Instruments, Inc., \$5,463.45, Certified plus system service and protection for total organic carbon analyzer at Monroe WTP.
- c. Harrell-Fish, Inc., \$4,975.00, Remove and replace one Climatemaster TRC Tranquility Console HVAC unit.
- d. Harrell-Fish, Inc., \$3,800, new nte: \$63,300.00, First amendment to expand scope of work and extend contract deadline for work on air handler at Monroe WTP.
- e. Harrell-Fish, Inc., \$4,650.00, Removal of kitchen equipment in the city easement at Longfei Chinese Restaurant.
- f. ATC Group Services, Inc., \$4,777.00, Groundwater statistical analysis for Dillman Landfill.

USB ex officio Sims, referring to new not-to-exceed agreements in the Consent Agenda and on the regular agenda, asked how new not-to-exceed amounts work. Why is there a need to change a not-to-exceed amount?

City Attorney Wheeler answered that often, during the contract performance, when the contractor is doing the work defined in the scope of work, the parties run into an unanticipated issue that needs to be addressed at the time that they are doing the work. The parties then agree that they are going to amend that contract. If it extends the time for work and if it changes the scope or increases it more particularly, then you could anticipate there will be additional expenses. So the parties come to the board for a request to approve a new not to exceed that new amount so that the parties can move forward with that additional work. That is all legally appropriate, and it is reviewed by the Controller's office and the legal office before it comes to this board.

Kelson added, practically, if you look at the first agreement, we are taking the original scope of work and taking one lift station that was going to be worked on out of the contract and adding a different lift station to that contract. This sort of thing can happen when you get into the field and begin the work. You can discover that maybe something that you thought was going to require more work requires less, or something that did not require work at all requires some work, it is less effort to amend the contract to do a change order which would change the not-to-exceed amount, but it's more straight forward than going through the entire process again. So as long as the Controller approves of it and the legal department approves of it, it is a more effective way to execute the contract. We get the work done more quickly and efficiently.

As no items were removed from the Consent Agenda by the Board, the agreements were approved. Total contracts approved: \$27,803.45.

REQUEST FOR APPROVAL OF AN AGREEMENT WITH OVERLOOK ON 46, LLC

CBU Engineer Peden presented an MOU to gain capacity within our sewer system. During their construction, they changed some of their design, and they had looked at some of the economics of if they wanted one-bedroom units with a den or two bedrooms, and the two bedrooms looked better. So they did not increase units, but they increased bedrooms per unit, which changed the flow capacity to the sewer. Therefore we need to update the MOU to remove the capacity from the I&I (inflow and infiltration) and the Clearwater Reduction Program to offset their flow. The contribution to CBU increase is \$28,701.00.

Ex-officio Robinson commented this came before the Plan Commission. This change did not trigger any site planning issues. Still, he alerted CBU because he was aware of the prior agreement to ensure they were within those confines, so thankfully, CBU reviewed that and amended the contract to accommodate those changes.

Capler asked for the opinion of CBU staff if addressing the increased flow that will accompany the extra bedrooms in the units could - addressing the I&I issues - that we will be able to cover that increased inflow by stopping infiltration into the system.

Peden said we are still in the process of some of that, where we are trying to go out and survey the community and the sewer basin and find out which customers have a sump pump connected. We are still pulling that data. We had about 200 survey responses returned out of 800. Nearly half of those had sump pumps. About 20 believed that they were connected to the sewer and improperly connected. About 10% of the 200 that completed the survey had a connected sump pump. Since then, we have started going door-to-door to locate more that were the ones that did not respond to the survey. That has been fairly effective as well, and we feel confident we will be able to do that. We are making the next step to move forward with rehabilitation projects so that we are not just waiting on the sump pump data to come in. Door-to-door is going to take some time, so we want to ensure that we are progressing on this. We are looking to do some rehabilitation in the neighborhood as well.

Sims asked whether there are any other forms of confirmation or confirmation that what you are getting is actual.

Peden said we did door-to-door, a door hanger with a code where they can scan it with their phone and complete the survey, and we are trying everything we can to try and reach out to them to gain access. In addition, we hired a certified plumber to go into the homes that have said they have a sump pump, and we have a professional plumber to recognize how they are connected and how to fix the connection.

Parmenter moved, and Debro seconded the motion to approve the agreement with Overlook on 46, LLC. Motion carried, five ayes.

REQUEST FOR APPROVAL OF AN AGREEMENT WITH YOUNG PLUMBING & MECHANICAL, INC.

Assistant Director - Environmental Programs Hall presented the agreement for \$50,000 for on-call services to replace any private side service lines that we may damage during the potholing event. Sometimes during the process of potholing, if there is a galvanized pipe, it may be held in place from the dirt around it. Then, if we take the dirt away, it may cause a leak. This has happened once already during the short time we have been doing these. We want a private contractor on call to replace the customer's side. This is not for the CBU side, as T&D will replace any CBU side. The not-to-exceed amount is because we do not know what it is. If it gets to this point again, then we will reevaluate. Sherman said he assumed we had had the contract for some number of years, probably with the same plumbing group?

Hall answered that Young Plumbing had done different things for the T&D group. They were recommended. Hall said he sent out requests by email to four different people, and they were the only ones who responded to the requests.

Sherman asked if \$50,000 is what you would expect in an average year in the past.

Hall said we have never replaced the customer side. We anticipate it to be, depending on the length of the service line, between \$2,500 and \$5,000. That is what we have seen before. When we have encountered lead service lines in the past, we will give the property owner the chance to replace them, we have helped them get quotes from plumbing services, and we have seen amounts between \$2,500 and \$5,000. And so we think this will get us between 10 and 20 service line replacements.

Sherman said doing the new testing for lead would require you to do a lot more digging. Are you likely to have more needs?

Hall said we are hoping not.

Kelson added this agreement is an item we have never had to do before because we have never done a lead service line inventory before. So we do not have a lot of history here. The idea is to put out enough there to handle maybe ten instances where one of these customers' lines breaks while we do the inventory. We do not know if we will have ten or if we will only have one. We have already had one. This is one of those things where we talked about earlier about not-to-exceed amounts, and this is an item where, depending on what happens in the next several months, we may be coming back with an amendment to raise the not-to-exceed amount because we are having more problems than we anticipated.

Parmenter moved, and Debro seconded the motion to approve the agreement with Young Plumbing & Mechanical, Inc. Motion carried, five ayes.

OLD BUSINESS: None

NEW BUSINESS:

Sherman mentioned that he and Debro attended the Service Line Inventory demonstration and thanked the staff for the invitation. Hall said if anyone receives a right-of-entry form in the mail or an email from CBU about wanting to test your service line, please respond.

Kelson thanked Sherman and Debro for coming to watch the demonstration.

SUBCOMMITTEE REPORTS: None

STAFF REPORTS:

Kelson reported that the Assistant Director - Finance position had been readvertised with changes to the job description and salary range. We have also advertised the Assistant Director - T&D and the Assistant Director - Engineering positions. They will be advertised for the next three weeks.

CBU had our first review budget memo meeting with the Mayor's Office last week, and it went well.

Capler asked about staff turnover and the front-line staff positions. Is the report from the last USB meeting still holding, or are there any new hires, any losses?

Kelson said it is pretty much the same. We still have vacancies for laborers and line persons in T&D, and we are not getting a lot of applications, but we are moving quickly on them as we get them.

PETITIONS AND COMMUNICATIONS:

Parmenter thanked Kenny, John, Hunter, and Brandon in T&D for their hard work over the weekend on the main break in her neighborhood. She noted that their work is essential, and they do it for our community every day.

ADJOURNMENT: White moved to adjourn; the meeting adjourned at 5:26 p.m.

Jeff Ehman, President

Date