

**UTILITIES SERVICE BOARD MEETING
10/10/2022**

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CALL TO ORDER

Board President Ehman called the regular meeting of the Utilities Service Board to order at 5:02 p.m.

The meeting took place in the Utilities Service Boardroom at the City of Bloomington Utilities Service Center, 600 East Miller Drive, Bloomington, Indiana.

Board members present: Amanda Burnham, Jean Capler, Seth Debro, Jeff Ehman, Megan Parmenter, Jim Sherman, Kirk White

Board members absent: ex officio Scott Robinson, ex officio Jim Sims

Staff present: Jane Fleig, James Hall, Matt Havey, Nolan Hendon, Dan Hudson, Holly McLaughlin, Hector Ortiz-Sanchez, Phil Peden, Joe Potts, LaTrea Teague, Jason Wenning, Chris Wheeler

Guests present: Joe Pulliam

MINUTES

Board member Burnham moved, and Board Member Parmenter seconded the motion to approve the minutes of the September 26 meeting. Motion carried, seven ayes.

CLAIMS

Burnham moved, and Debro seconded the motion to approve the Standard Invoices: Vendor invoices included \$236,911.95 from the Water Fund, \$243,047.63 from the Water Construction Fund, \$258,723.68 from the Wastewater Fund, \$65,812.60 from the Stormwater Fund, and \$324,543.84 from the Stormwater Construction Fund.

Ehman asked for clarification of a description for a claim for a “1-year subscription to JAWS Reading software or blind”. Assistant Director - Finance Havey responded that the claim is for a blind employee who needs the software to do their job.

Ehman also asked what job the Commercial Service, Inc. claim for “incorrectly installed sump pumps, correctly” was in relation to. Assistant Director - Engineering Peden answered the claim is part of the Clearwater Reduction Program. CBU staff canvassed neighborhoods with letters to locate sump pumps. Customers also notified CBU that they had a sump pump. Commercial Service, Inc. was contracted to locate the sump pump and determine if it needed to be disconnected. In addition, they suggested how to reroute it so it is not connected to the sanitary sewer. Ehman asked if this project was part of the work in which CBU received funds from the property developing the old Kmart site, and CBU is spending the funds to reduce flow. Peden confirmed.

Board member White commented on a claim for Milestone Contractors for the “Jordan River Storm Culvert” and said Jordan River has been renamed Campus River and suggested the change. CBU Engineer Fleig said the river is Campus River through the IU campus, and the name Clear Creek is being considered for the portion outside the campus that enters the city's underground system. The Milestone contract is called the Jordan River Culvert Reconstruction project because that is how it was bid out.

Motion carried, seven ayes. Total claims approved: \$1,129,039.70.

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

Invoices included \$10,962.88 from the Water Fund and \$21,382.58 from the Wastewater Fund.

Motion carried, seven ayes. Total claims approved: \$32,345.46.

Burnham moved, and Debro seconded the motion to approve the Wire Transfers, Fees, and Payroll for \$497,599.63. Motion carried, seven ayes.

Burnham moved, and Debro seconded the motion to approve the Customer Refunds: Customer refunds included \$1,327.43 from the Wastewater Fund.

Ehman asked why there were so many customer refunds for Hunter Hoosier Properties. Finance Manager Waldon said the company may have sent two checks for one month's payment. Ehman clarified there were a number of different accounts paid by one check incorrectly, so all the individual accounts had to be reimbursed. Waldon confirmed the clarification.

Motion carried, seven ayes. Total refunds approved: \$1,327.43.

CONSENT AGENDA

CBU Assistant Director - Finance Havey presented the following items recommended by staff for approval:

- a. Wessler Engineering, Inc., \$2,000.00, Validation of the CBU 2021 AWWA Water Audit
- b. Electric Plus, Inc., \$3,740, LED installation in the high maintenance room at MWTP
- c. Omni Management, LLC., \$932.84, Autoclave repair at Dillman WWTP

The agreements were approved, as no items were removed from the Consent Agenda. Total contracts approved: \$6,672.84.

BID OPENING - MONROE WTP FILTER MEDIA REHABILITATION PROJECT

Capital Projects Manager Hudson brought a second bid on this project to the board. Building Associates submitted a base bid of \$2,480,700.00 with a first alternate deduct of \$381,800.00 and a second deduct of \$820,300.00.

Capler asked for the engineer's estimate. Hudson said the engineering estimate is from Arcadis, who gave an estimate of \$2,900,800.00. The first deduct is \$2,926,900.00. The second deduct is \$1,707,100.00.

Ehman asked for an explanation of the deducts, as they are atypical, and how they relate to the estimates. Hudson said the base bid includes filter media replacement, replacement of underdrains, an air handling system, repairing the ceiling, and all new electrical and lights. The first deduct takes out the HVAC system and puts in a different HVAC system that should be cheaper to do. The second deduct takes out all the HVAC and does not include air handling.

Burnham asked if the change in air handling was critical to this project. Hudson said it was. There was a safety concern as staff had the air analyzed. When the filter is backwashed, there is a strong chemical smell. It was higher than the lethal dose, 50% (LD₅₀), not much higher, but it is a non-occupied space. Occasionally an operator will go in and out. It is enough where staff thought we needed to evacuate the air. That is why

there is an HVAC system, but after further consideration, a different HVAC system with less ductwork and not made for human occupation would be the best to get the air out. The staff has not decided but would like to return on the 24th with a recommendation.

BID OPENING – NORTH FRITZ TERRACE SEWER REHABILITATION PROJECT

Assistant Director - Engineering Peden opened and read five bids:

Inliner Solutions - Orleans, IN: base bid = \$782,725, alternate #1 = \$142,500

Insituform - Missouri: base bid = \$719,628.90, alt #1 = \$134,085

Miller Pipeline - Indianapolis, IN: base bid = \$626,775, alt #1 = \$138,000

Robinson Pipe Cleaning - Louisville, KY: base bid = \$954,350, alt #1 = \$150,000

SAK - Missouri: base bid = \$735,200, alt #1 = \$133,500

Sherman asked if this bid is the same as the previous one, where staff will choose between the base or an alternative which leaves a lot out. Peden said that staff could choose just the base or an alternative depending on where they came in. Staff adjusted the quantity to meet the budget. The estimate for this project was a little under \$800k.

APPEAL OF TITLE 10.17 NOTICE OF VIOLATION BY TURBO US, LLC.

City Attorney Wheeler presented a staff recommendation to deny an appeal by Turbo US, LLC. for a Title 10.17 notice of violation (NOV) given to Arby's #5679, located at 535 S. Walnut St., Bloomington, IN. Bloomington Municipal Code 10.17.60 requires all new food service establishments that discharge into the city sanitary sewer system to "install an approved, properly operated, and maintained grease interceptor."

The Director of Construction for Turbo US, Joe Pulliam, was invited to appeal the notice of violation to the board. He said Arby's received the notice of having to upgrade the facility and went to inspect the property and get the history of the store. It is a low-volume store and did not have any violations. He also said he saw nothing physically wrong with the grease trap. He said it seems the company is supposed to change it because of a franchise ownership change. They have not changed any materials to the building, nor do they intend to, but the expense would be a burden to that location.

Wheeler responded fats, oils, and greases generated by restaurants are primary foes of a properly functioning wastewater system. The grease that enters your wastewater system is one of the main causes of backups, clogs, and not allowing your wastewater system to function correctly. That is why Bloomington Municipal Code 10.17 was brought into existence. From looking at the documentation initially generated for 10.17, it was to have all the restaurants in Bloomington switch to grease interceptors when Bloomington Municipal Code 10.17 was enacted. There was a great deal of pushback from restaurant owners. There was a compromise reached with regard to the language of the code section, which was to allow existing restaurants to enjoy their existing efforts to control grease, fats, and oils, generally by using traps. But to go ahead and do what they are doing and not immediately upgrade to a grease interceptor, instead, what we did was put into the code a term of ours called the new restaurant. New restaurants or new food service establishments are any facility opening for the first time, in a new location, or under new ownership or a new name. This Arby's has enjoyed for a long time no need to upgrade. The ownership has changed; therefore, they are required to upgrade to a grease interceptor. We have heard there is a burden on the restaurants to

do this, but it has been this utility's requirement and this board's expectation under the code that, under the triggering event, you have put in the grease interceptor. As a result, on June 30, Mr. Wenning went out as the code enforcement officer for CBU under section 10.17, conducted a site visit, and spoke with onsite management about installing a grease interceptor. When the appellant did not comply, we followed up with additional emails and then issued, on August 1st, the first-tier notice of violation. On September 6, CBU issued a second-tier notice of violation to the appellant by registered first-class mail, requesting a return receipt. The appellant still has not installed a grease interceptor and is requesting self-regulation. BMC 10.17 does not contemplate self-regulation. Rather, BMC intends to require every new food service establishment that discharges into our sanitary sewer system to install a new grease interceptor. That is why the staff asks and recommends that the appeal is denied and that the NOVs be upheld.

Pulliam said the shop does not generate much grease versus a traditional restaurant. Burnham asked Pulliam if it was disclosed to him by the previous owner that the franchise was grandfathered in. Pulliam said it was not disclosed. The company was aware of it when they received the notice of violation.

Sherman asked Wheeler if this applies to every restaurant in town. Wheeler answered it does. Sherman asked about Subway, a restaurant that does not have fries or grills. Wheeler answered they have salad dressings and fats, oil, and greases. When new restaurants are being created, or new commercial buildings are coming online in the city in areas zoned for restaurants, they have to put grease interceptors in or sign a restrictive deed covenant that says they will not put a food service establishment in that new commercial space. The next person that comes in might not be Arby's, so we want to get the grease interceptors in the ground.

Sherman asked what the next step was. Wheeler responded that the staff would issue additional notices of violations. There is a gradient of opportunities, all of which can be utilized one at a time or all at once. We can also bring legal action for enforcement of BMC 10.17 against Arby's. We have never had to do that with a restaurant in the past, hope never to have to. We want compliance, not having to fight. We also do not want to issue fines.

Capler asked about the difference between the effectiveness of keeping grease out of our systems between the grease trap that may already be in place and the grease interceptors. Pretreatment Coordinator Wenning said the difference between the smaller, inside grease traps and the ones installed in this location is a very outdated model. Efficiency-wise, it is not going to remove quite as well as the newer interceptors or retain as much grease. An outside interceptor is a gravity grease interceptor which is a minimum of 750 gallons that holds about 1000lbs of grease and is cleaned every 90 days. A hydromechanical grease interceptor has a base of 275 gallons and also holds a little over 1000lbs of grease. The hydromechanical interceptors are rated to remove up to 93% of incoming grease up to a failure point which would reach well after the 90-day pump-out requirement. Those structures are not in place on these smaller inside-type devices. Those devices we ask they be cleaned every 30 days to maintain compliance. The last information for this location was in March of this year. There has not been service upkeep, which is a lot easier to track and maintain with the larger interceptors. Pulliam said the shop has an in-ground grease trap.

Wenning confirmed the grease trap is installed in-ground; however, it is a type that is normally installed indoors underneath the three-base sink or flush with the floor. This was the first time he had seen this type of installation on these devices.

Burnham clarified with Wenning that prior to the June 30 visit, he visited in March of this year. Wenning said it is the last reported clean-out we have. Burnham asked if they are self-reported by the franchisee or owner. Wenning confirmed they are and that someone with the food service establishment reported one in March. That is the most recent in the database. Burnham asked Pulliam when he acquired the property. Pulliam said his company acquired this location sometime in June or July this year.

Sherman asked what the approximate cost of a grease interceptor was. Wenning said the market price for a hydromechanical interceptor, the 275-gallon model, is around \$4,800 retail through the manufacturer. There would also be installation costs. If they were to go concrete, that would be \$6,000-\$8,000.

Ehman asked how Arby's ranks with other fast food restaurants that also have deep frying versus a sit-down restaurant in terms of grease generated. Wenning said, generally, looking at the different classes of restaurants, Arby's would be grouped in with the other fast food restaurants because they have fat fryers. Fries, onion rings, and mozzarella sticks will be the major generator, and less so the burgers versus the cut deli meat. The presence of fat fryers puts them together in the same class. Ehman asked if sit-down restaurants are more or less. Wenning said they are more, the issue being flatware cleaning. Fast food has single disposable flatware that will be thrown away, whereas sit-down restaurants have knives, forks, and dishwashers that will put more grease back into the system.

Wheeler said the staff recommends that the appeal be denied and the notice of violation upheld.

Burnham moved, and White seconded the motion to uphold the staff recommendation to deny the appeal of the NOV. Motion carried, seven ayes.

REQUEST FOR APPROVAL OF AN AGREEMENT WITH INDIANA UNIVERSITY – WASTEWATER SAMPLING –NTE \$56,129.10

Wenning presented an agreement for the wastewater surveillance program partnership between CBU, IU, Monroe County Health Department, and IU Health. The agreement lays out the CBU portion, which is payments for the services rendered by IU and responsibilities within the sampling program.

Sherman asked if this agreement comes in conjunction with the research proof of an IU faculty member who spoke with the board at a previous meeting. Wenning confirmed this agreement is in conjunction with Dr. Justin Greaves' research.

White said that we were paying for this for the out-of-state lab and asked if we have you combined the two. Wenning said we pay \$330 a sample there, and we sample both plants once a week.

White said that this agreement might cost more, but the trade-off is that we are going to get a get quicker turnaround on the results. It will give us the capability to test on a wide range of viruses depending on what the county health department looks for or what they need assistance with. As he talked with Professor Greaves and the health department, they are excited about this allowing the health care system to deal more quickly to find out where trends are and staffing accordingly if need be, and not when we are caught at a time when we have a spike in COVID or flu.

Wenning added that this also doubles the weekly samples we take. Currently, we are sampling at Blucher Poole, and Dillman wastewater treatment plants one day a week. This program will have us sampling every Tuesday and Thursday at both plants. White said that sometimes there were spikes, but this gave us a second sample in that week so that we could see if that was an anomaly or not.

Wenning said the surveillance is expanding beyond the city. They are also sampling Ellettsville, south-central, the Caslon wastewater plant, and a couple of counties with which IU Health is working.

White said the plan is with the city to partner to do the sample sites at the plants, and the university will do a couple of campus-related sites. We are discussing with IU Health to do Paoli and Bedford, and we asked the county commissioner for assistance to do Ellettsville and the southwest district. This will give us eight sites in the region, our public health regional service area, where we need to be careful when these kinds of infections happen.

White asked if he should abstain from voting since he is an IU employee.

Wheeler said the rule is whether or not your employment somehow impacts your decision regarding a matter. If your choice to weigh in on this matter is influenced by your employer and employment, then you should abstain. He clarified, does your immediate boss or the bosses above you have an influence on you to cause you to make a choice that you would otherwise not want to make as a member of this board representing this utility?

White said he would abstain since he was involved with the community relations aspect and putting a partnership together.

Burnham moved, and Debroy seconded the motion to approve the agreement with IU. Motion carried, six ayes, zero nays, one abstention.

REQUEST FOR APPROVAL OF AN MOU BETWEEN CBU AND BLOOMINGTON, IN PROPERTIES, LLC. –WATER MAIN RELOCATION

This item was removed from the agenda.

REQUEST FOR APPROVAL OF AN AGREEMENT WITH MICHAEL AND TAMERA MACHANGO – SEWER MAIN EXTENSION

Wheeler presented an agreement with a husband and wife, the owners of two parcels of property. They own property on South Peachtree Lane, and they petitioned for sewer service and need an extension of the sewer main, which stops on West Allen St., which stops at their street. The sewer main would be installed by the Manchengos in lieu of paying a deposit for the installation cost and having CBU then install it.

The extensions would continue the main by running it east along w. Allen St., then turning north by Peachtree Lane just to the edge of the two properties and stopping there. This extension serves those two properties, and there is potential for three other properties on the line to also connect as subsequent connectors. There would be a revenue allowance to the Manchengos for their two properties. Each one of those properties, upon connection, would receive a \$1,014.12 revenue allowance. There is also the opportunity to be entitled to a subsequent connector refund if any of the three potential subsequent connectors would connect within ten years of completion of the main installation.

Sherman asked if CBU does an examination. Wheeler answered yes. The agreement calls for CBU to review the line as proposed. They then see if the line is installed to determine whether it has been installed according to the specifications. CBU reviews the specs and ensures that it is all something that CBU would have put in its own place and would like to accept into its inventory.

Ehman asked how this relates to the CBU service boundary. Peden answered those areas are reviewed by Director Kelson and City Legal each time and that it has been reviewed and passed. It is within city limits. Ehman confirmed that it is in city limits proper and not Area B. Wheeler confirmed it is in city limits.

Burnham moved, and Debro seconded the motion to approve the agreement for sewer extension with Michael and Tamera Manchengo. Motion carried, seven ayes.

REQUEST FOR APPROVAL OF AN AGREEMENT WITH COMMONWEALTH ENGINEERS, INC. – BOOSTER PUMP STATION IMPROVEMENTS

Hudson presented an agreement for two booster stations that need replacement and redesign. Staff wants to hire Commonwealth Engineers to do the design, alternative projects, delivery assistance, and construction phase services for both the south-central station and the west booster station for \$408,435.00.

Burnham moved, and Debro seconded the motion to approve the agreement with Commonwealth Engineers. Motion carried, seven ayes.

REQUEST FOR APPROVAL OF AN AGREEMENT WITH O.W. KROHN & ASSOCIATES, LLC. – CONSULTATION FOR THE 2022 WATER WORKS REVENUE BOND ISSUANCE

Havey presented an agreement for consulting work that was completed for the bond sale around June. The final payment is going out for that. The agreement was for \$50,000.00.

Burnham said the agenda said approval for an agreement and asked if the work had already been done. Havey said it was, and it was part of the bond sale.

Burnham moved, and Debro seconded the motion to approve the agreement with O.W. Krohn & Associates. Motion carried, seven ayes.

REQUEST FOR APPROVAL OF AN AGREEMENT WITH BBC PUMP AND EQUIPMENT CO., INC. – INFLUENT PUMP REBUILD AT BLUCHER POOLE WWTP

Blucher Poole Superintendent Potts presented an agreement for the rebuild of one of five influent pumps. It was disassembled, and found that it needed major components like an impaler and bearings. The initial estimate was that they could take it to their shop, replace seals and gaskets, and clean it up. It is important as it pumps between two and three million gallons daily. Depending on the flow, we sometimes get up to 14 mg/d. It has been down since March or April, and we have had mostly dry weather, but we will need it soon.

Ehman asked what the plant's trend since the new hospital came online. Potts said it had not impacted much. There was a slight increase in flow volume. They had experienced not just the summer but very low flow this far into the fall, and we believe it is related to other lift stations that are not online. IU put in a bar screen to take out solids, which seems rather effective.

Burnham moved, and Debro seconded the motion to approve the agreement with BBC Pump, Inc. Motion carried, seven ayes.

OLD BUSINESS: None

NEW BUSINESS: None

SUBCOMMITTEE REPORTS: None

STAFF REPORTS:

Havey reported the following:

- CBU staff will bring a sewer and stormwater rate case to the board on October 24.
- Katherine Zaiger was introduced as the Assistant Director - Environmental Groups
- Toby Axsom went to the AWWA meter assembly contest and won our district and will participate in the state contest next year.

PETITIONS AND COMMUNICATIONS: None

ADJOURNMENT: Burnham moved to adjourn; the meeting adjourned at 6:18 p.m.

Jeff Ehman, President

Date