

**STEUBEN LAKES REGIONAL WASTE DISTRICT
BOARD OF TRUSTEES MEETING
MAY 28, 2025
25-05R
6:00 P.M.**

MEMBERS PRESENT:

Rob Moreland
Craig Rice
Abby VanVlerah
Renee Clauss
Judy Rowe

MEMBERS ABSENT:

Kelly Johnson
Mike Stephenson

Also Present:

Andy Boxberger – Carson, LLP
Steve Henschen – Jones Petrie Rafinski

Rob Moreland called the meeting to order at 6:00 p.m.

Rob Moreland read the following statement: At the end of the meeting, the public will be given an opportunity to speak. In the interest of time, each person shall be limited to three minutes. Your comments will be part of the public record of the meeting, so we ask that you present them in a professional manner and speak only to the matters at hand.

APPROVAL OF THE APRIL 23RD MEETING MINUTES CHANGES OR ADDITIONS.

The Board presented minutes of the APRIL 23RD, 2025 board meeting minutes for review and approval. Upon motion, duly made by Renee Clauss and seconded by Abby VanVlerah, the Board unanimously approved the APRIL 23RD, 2025 board meeting minutes.

FINANCIAL REPORTS

The financial reports, check register, project check register, bank account report, and claims for APRIL 2025 were presented for review.

Bryan Klein states the monthly budget summary shows we are at 77% which is 11% “to the good”. Costs are not going down but seem to be stable at the moment. The chemical charges seem stable, but he is hoping at least the fuel surcharges could decrease in the future.

The Revenue Report, Appropriation Report, Capital Expenditures, Accounts Payable Register, Fund Report with Investments, and Monthly Budget Report with Capital for APRIL 2025 were presented for review. Abby VanVlerah moved, and Renee Clauss seconded the motion, to accept and approve the APRIL 2025 financial reports as submitted, which motion was unanimously approved.

NEW BUSINESS

- A. Quote for Replacing Lift Station #7 Pumps: This will eventually be one of the stations in the pump station replacement. This station's current pump is around 25 years old and a brand of pump we are not standardized with currently. We would like to change out the old pumps and have at least one spare per station. This quote is from Straeffler Pump & Supply Inc. to replace both pumps at lift station #7 and give us a spare. Making the purchase now also means we will not purchase again when the station is rehabbed. Abby VanVlerah moved, and Judy Rowe seconded the motion, to accept and approve the purchase of pumps for lift station #7 from Straeffler Pump & Supply in the amount of \$41,250.00 as submitted, which motion was unanimously approved.
- B. Encroachment Variance Request for 700 Ln 101D Jimmerson Lk: Julie Hinrichs at 700 Ln 101D Jimmerson Lk presents plans for a tear down rebuild new home that includes relocating a grinder tank that is currently located closer to the lakeside of the lot to a new location that is roadside. They met with Josh on site and determined it is a good feasible location. With their driveway in consideration, they are asking to encroach into the 7 ½' easement with their concrete driveway coming to 5' around the tank, lateral line, and control box on all sides. Abby VanVlerah moved, and Renee Clauss seconded the motion, to accept and approve the encroachment request for 700 Ln 101D Jimmerson Lk as submitted, which motion was unanimously approved.
- C. Encroachment Variance Request for 920 Ln 274 Crooked Lk: Roger with Design Innovations presents the plans for a tear down rebuild that includes relocating a grinder tank that was lakeside to a location closer to the road near a garage. After changes to the County setbacks in regard to the wells in the area, the tank will need to be located near the new home instead, using the original lateral line, and that lateral line runs between an existing retaining wall and the new structure. It will also mean they do not have to pump the entire home to the tank up hill. The District staff have no issues with the new tank location and the encroachment on the lateral line between the retaining wall and foundation of the new structure. The distance on either side at its closest would be between 3' and 4'. Abby VanVlerah moved, and Renee Clauss seconded the motion, to accept and approve the encroachment request for 920 Ln 274 Crooked Lk as submitted, which motion was unanimously approved.

ATTORNEY REPORT

- A. Special Connection Agreement for Leaving Effluent Tank Alarm: Two properties on lane 820B, address numbers 20 and 40, there is extensive landscaping along with decorative concrete around the existing grinder station. It is the ideal location for the new grinder station as well. He has agreed if the District would allow the two new grinder stations up at the road (the current one is lake level), and he will convert at his own cost and at he will maintain and use the existing lateral to tie into our new grinder station. The agreement is for the owner to take ownership of the effluent tanks. Craig Rice asks who pays for the attorney fees for these special agreements that we are making on behalf of the customer

requests along with the District staff and engineering staff time to meet on site multiple times. Craig Rice asks if the customer would be responsible for the attorney fees for the agreement. Steve Henschen clarifies this is coordination they do with property owners every day of a project. Bryan Klein states if this were not a part of a project, these would be fees and costs the customer would be responsible for. Andy confirms changing easement agreements and constructing special connection agreements is expected in a project. Andy suggests considering implementing a flat fee for these types of special agreements in the future. Abby confirms there is a perception that our services cost too much, and this is a part of what makes our services costly.

- B. Special Connection Agreement for Preuss 1000 Ln 800 Snow Lk: They have an existing house that they want to use through the summer and come labor day, they will demo the home. They would like to continue using the current tank, reconnected up at the top of the road, until their home is torn down. The owner agrees after labor day he will make the property incapable of producing sewage and when they rebuild, he will be responsible for installing a District supplied grinder tank. This equipment was already purchased for this property in the project. The homeowner will be covering those costs to install when he does the rebuild.
- C. Special Connection Agreement for Rysenga: Steve confirms the situation with the main house and a rental next door was approved in a previous meeting, but we have had a couple of updates. He is still going to tear down the rental after labor day and we will allow the current grinder to stay until that time. We are not putting in a future system for that lot as he plans to keep that lot vacant or non-sewage producing.
- D. Easement Agreement Lot #1 in Hickory Hill at Snow Lk: Andy clarifies this is a lot that was a developer led project that installed a main line through an easement, but the connecting properties went across the neighboring property to reach this main line in an easement. We need a special easement agreement for that section of lateral line that is not on the servicing property owner's lots and crosses lot #1 to get to the main line in the easement. These lots are owned by separate LLCs, but the LLCs are all the same family members.

Craig Rice moved, and Renee Clauss seconded the motion, to accept and approve the four special connection agreements as submitted, which motion was unanimously approved.

ENGINEERS REPORTS

- A. JPR General Project Update Memo: We have 92% of easements in hand. For Contract B we have 3 new customers and Contract C we have 1 new customer that has not signed their easement agreements. We will not be installing these grinder stations, and they will be set aside. When the District takes legal action to force connection, they will have to come get the equipment and install it at their own costs. For Contract B there are 8 existing customers and Contract C there are 19 existing customers who have not signed

new easement agreements, but we do have their original easement agreements we will continue to use.

Pump Station Replacement Project: We are deep in the final design. We have started the land acquisition activities. We might ask Craig to have an initial meeting with them since he knows so many people in the County.

US 20 Culvert Replacement Project: We have submitted and received formal approval from INDOT on the utility relocation. This project is to move what is in the right-of-way for the proposed improvements at an estimated cost of \$110,000.00. We have submitted to IDEM for a construction permit. We have requested quotes from Selge Construction, S&S Directional Boring, and Niblock Excavating. Those quotes are due at the June board meeting and will be opened and read publicly. Right of entries, we have to get approval from DNR. Cole is beginning to work with the property owner on the North side of the road. We expect the work to start after Labor Day and be completed by December 1st, 2025. We are hoping for it to be a two-week process.

B. NED Phase 2 – Construction Update – Steve Henschen updates:

Contract A which is being done by Selge Construction for Lift Stations 1, 2, and 9. Final completion date is July 30th, 2025. We have had some glitches with either NIPSCO not providing the appropriate gas pressure or the generator people not providing the right specs for the pressure needed to run the generator at lift station 2. The generator cannot run at full load as the safety mechanism shuts it off as not having enough fuel. It might be on the end of the generator supplier as their specs state to provide water column pressure of 5”-14” of water in the water column. NIPSCO documentation is that they did provide enough. Both have suggest putting a different regulator in that would provide us with 5psi which is maybe 50” in the water column, more pressure. NIPSCO said they have to go through their new business customer signup process. Selge has talked with the field guy with NIPSCO and today he said he has the regulator in his truck, and it was brought over today. We will do a startup next week and hope all goes well.

Contract B which is being done by Niblock Excavating for the West service area collection system phase 1. Final completion date of November 26, 2025. Niblock has verbally expressed they feel they will not make that date. JPR suggested they put in a request for time extension pretty quickly. Niblock said short staffing is the reason for their slower progress and delays. Craig asks at what time do we send them a letter to notify them we are considering implementing our daily penalty of up to \$2000. Steve confirms we do not have to notify them; we would simply implement the penalty. We had a discussion at last month’s preagenda meeting that we need to communicate on the main trump line completion that is necessary for Selge to complete Contract C. Selge has been granted some extensions for extenuating circumstances but the circumstances here are different. There were roughly 900 days in the contract time for Niblock to complete their contract. They have waiting to start the work and waited to order some items. This is affecting their timeline and Selge’s ability to go online with some things. There is a progress meeting in two weeks. It is the contractor’s responsibility to come with a written

request for a time extension which has not happened at this time. We are unlikely to grant an extension at this time as it would affect Contract C and the other contractor, Selge.

Contract C which is being done by Selge Construction for the East service area. Pending a timeline issue from Contract B with Niblock, the final completion date is estimated to be September 18, 2026.

C. Pay Apps:

1. NED Phase 2 – Contract A Pay Application #9 in the amount of \$433,055.28: Selge Construction is asking for payment in the amount of \$433,055.28.
2. NED Phase 2 – Contract B Pay Application #14 in the amount of \$860,293.38: Niblock Excavating is asking for payment in the amount of \$860,293.38.
3. NED Phase 2 – Contract C Pay Application #8 in the amount of \$548,932.80: Selge Construction is asking for payment in the amount of \$548,932.80.

Craig Rice moved, and Renee Clauss seconded the motion, to accept and approve the NED Phase 2 Contract A Pay Application #9 in the amount of \$433,055.28 to Selge Construction, the NED Phase 2 Contract B Pay Application #14 in the amount of \$860,293.38 to Niblock Excavating, and the Contract C Pay Application #8 in the amount of \$458,932.80 to Selge Construction as submitted, which motion was unanimously approved.

D. Change Orders:

1. NED Phase 2 – Contract A Change Order #6 in the amount of \$8,845.00: Selge Construction is asking for a change order in the amount of \$8,845.00 due to grading adjustments at the lift station #2 which is on W Orland Rd and Co Rd 425. We want to avoid rain flooding the neighboring home. We did some additional grading to keep the storm water on our site and not run off to their home.
2. NED Phase 2 – Contract B Change Order #11 in the amount of \$4,193.00: Niblock Excavating is asking for a change order in the amount of \$4,193.00 due to grinder station adjustments requested by property owners.
3. NED Phase 2 – Contract C Change Order #7 in the amount of \$34,495.50: Selge Construction is asking for a change order in the amount of \$34,495.50 due to grinder station adjustments requested by property owners.

Abby VanVlerah moved, and Craig Rice seconded the motion, to accept and approve the NED Phase 2 Contract A Change Order #6 in the amount of \$8,845.00 to Selge Construction, the NED Phase 2 Contract B Change Order #11 in the amount of \$4,193.00 to Niblock Excavating, and the NED Phase 2 Contract C Change Order #7 in the amount

of \$34,495.50 to Selge Construction as submitted, which motion was unanimously approved.

JPR has reviewed all pay applications for work completed and change order requests and found them to be appropriate. These are to be paid from project SRF funds.

With these change orders, we still have a healthy contingency balance of about \$1,400,000.00.

OLD BUSINESS

N/A

DISTRICT BUSINESS & OTHER GENERAL MATTERS

Bryan states we will be receiving an invoice from Selge for 220 Ln 585 Lk James as the lateral line from the home, our control panel, and grinder tank were struck by lightning. There was a service call from one of the homeowners of the shared tank who noticed the grass around the tank growing very green. When opened, we discovered the tank's bottom was blown out by the lightning strike. The other homeowner is a seasonal resident and called in previously about their cleanout being damaged, which is the homeowners responsibility. The lightning strike did not pop the breakers or do anything to the electrical lines going back to the houses. Selge was willing to assist the District in this matter. No motion needed, simply informative of the invoice that will be coming to the District from Selge for the work completed.

Rob addresses that board member attendance is critical to have a quorum for each meeting. We have cancelled two meetings in the last six months. He could not remember a prior cancelled meeting. Bryan has been the superintendent for 8 years and these are the only meetings to have been cancelled in that p[eriod] of time. Aside from last minute emergencies, the members need to let Bryan know if they cannot attend a meeting with advanced notice. A month prior is ideal. He does email reminders to all members asking for commitment to attendance. Renee will be absent from the June meeting and possibly September and October. Andy does remind members of the remote attendance that does not count toward the quorum to hold a meeting but is important for participation. Out of 7 members, we need 4 to have a quorum. The next meeting date is June 25th.

Andy addresses the notice of bids for the Pump Station Replacement Project. Normally we send out the notices for bids and would have to take the lowest bidder. There is another process in the State of Indiana called Build-Operate-Transfer (BOT). This is an opportunity to select a contractor that is the right person for the job. You would select a contractor through the BOT process, and they would build it and then operate it for a very short period of time (as short as an hour) and then transfer it over to the District. Andy's plan is to put together more information into a presentation for the next meeting. Steve confirms this is a process that is often used in his profession. Also used by funding

agencies. What you get in a low bid project is simply the lowest bidder and it is difficult to throw out their bid if they are not the ideal contractor for the job. On a complex project like this, timing is everything. Sometimes it is better to pay more for a trusted contractor that fits the job. There is less risk in this scenario. We will discuss further at the June 25th meeting.

PUBLIC COMMENT

N/A

MOTION TO ADJOURN

There being no further business to come before the meeting, Rob Moreland asked for a motion to adjourn. Such motion was made, seconded, and unanimously carried; the meeting was adjourned.