

**STEUBEN LAKES REGIONAL WASTE DISTRICT
BOARD OF TRUSTEES MEETING
JUNE 25, 2025
25-06R
6:00 P.M.**

MEMBERS PRESENT:

Rob Moreland
Craig Rice
Abby VanVlerah
Kelly Johnson
Mike Stephenson
Judy Rowe

MEMBERS ABSENT:

Renee Clauss

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 MAY 28TH MEETING MINUTES CHANGES OR ADDITIONS.

The Board presented minutes of the MAY 28TH, 2025 board meeting minutes for review and approval. Upon motion, duly made by Abby VanVlerah and seconded by Craig Rice, the Board unanimously approved the MAY 28TH, 2025 board meeting minutes.

FINANCIAL REPORTS

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

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

NEW BUSINESS

- A. Encroachment Variance Request for 475 Ln 275 Jimmerson Lk: Scott Lantz presents building plans for a proposed garage tear down rebuild and addition that would encroach on the lateral line by 1' without overhang, and up to 2' if including up to a 1' overhang. There is a 5' easement at this address. Scott is willing to alter his building plans to the board's liking. Craig Rice moved, and Mike Stephenson seconded the motion, to accept and approve the encroachment request for 475 Ln 275 Jimmerson Lk as submitted, which motion was unanimously approved.
- B. Emergency Grinder Tank Replacement Due to Lightning Damage: A Selge invoice in the amount of \$8,688.72 is presented for board approval. This invoice was for the emergency work Selge did for us on a shared tank at 220 Ln 585 Lk James that was struck by lightning as previously discussed at the May board meeting. A report was made to IDEM. Abby VanVlerah moved, and Kelly Johnson seconded the motion, to accept and approve the payment of \$8,688.72 to Selge as submitted, which motion was unanimously approved.
- C. Emergency Repair to Lift Station #15 Effluent Line into Plant: Andy explains because the estimated cost is between \$50,000 and \$100,000, we will need a motion. Bryan explains we have three main lines coming in from all the different parts of the collections system and when it was originally built, they left a single line from LS #15 which only has one other lift station and a few grinder stations flowing to it. For whatever reason, there is also a lot of grit/material in the line. During the filter project in 2020, the 4-inch line dumps into an 8-inch line which slows the velocity down. 2.75ft per second is fine until the pipe makes a turn which gives it a place to plug up. The guys that were here for the filter project did clear it for us in the past. The clog has happened again. We currently have a green hose going to the last ARV in the line which runs into our plant lift station to circulate without having to immediately unplug that line. This bypass allows us to not have to wait for LS #15 to fill up and then manually pump out with the pumper truck and haul to the facility. The original thought was to take apart the line, clean it out, flush it out, and put it back together again. This is the perfect opportunity to put it back together in a way that we have the option to easily flush the line on a routine basis. The thought is to connect this line at the entrance of the property to the other existing line before it enters the treatment facility to bypass this issue all together and retiring the old line that continues to clog. We have dug down to expose the lines and we believe the best plan of action would be connecting to the line coming from LS #13 because the flow is less and it would be less head for the lift station #15 to overcome when it comes in. The problem is that of the two lines we could connect to, it is the furthest line. Because of the shallow depth of the line, you would ideally go from the bad line over and down into the big line so that we are not creating a new bend where a clog could happen. That will not work in this case because it would bring the line over the frost line, and we could have freezing issues. We will have to go over, under, and up into the big line. We will put in a bypass structure just like we do at our lift stations now to be able to routinely open and flush it. We would like to take a second step in this situation, which is a redo on LS #15 which is currently included in the planning of the Pump Replacement Project Phase 2. This is a

smaller station and Cole and Bryan feel confident the maintenance staff can accomplish the work we would normally have a contractor complete, and we can have the company that is doing all of the coatings for our wet wells anyway do the coating on LS #15. Cole is putting all of the estimates together for this second step and should present those estimates at the July board meeting. Abby VanVlerah moved, and Judy Rowe seconded the motion, to accept and approve the quote from Selge for the cross connection and bypass structure not to exceed \$70,000 as submitted, which motion was unanimously approved.

- D. Quote Package Opening for the US 20 Force Main Relocation Project: This is to replace our sewer that runs under the culvert at US Hwy 20 by West Otter Lk. We have to replace per INDOT. We do not know how deep it runs under the culvert or where exactly it runs as it is under water. We are in their right-of-way. We have the work permitted, an engineering package put together, and two quotes from contractors. Steve opens the bids to be taken under advisement: Selge Construction Inc. in the amount of \$89,250.00 and S&S Directional Boring in the amount of \$92,877.32. S&S is working as a subcontractor on the NED II project with Niblock. No motion made at this meeting.
- E. Coating Manhole at Plant: As we mentioned earlier in the meeting about keeping LS #15 running, when we opened the manhole for the hose, we did see the coating was eaten away by hydrogen sulfide and we need to have the same coating done as we are currently having done on the wet wells. Advanced Rehabilitation Technology (ART) will be doing the work with a 10-year warranty in the amount of \$3,748.50. Kelly Johnson moved, and Craig Rice seconded the motion, to accept and approve the ART estimate in the amount of \$3,748.50 as submitted, which motion was unanimously approved.

ATTORNEY REPORT

Andy confirms two new laws in place as of July 1st, 2025: One law does not apply to us, but the second law requires all appointed boards to be shown on the website and all meeting documents to list the full names, who appointed them, and their term dates. This will be updated moving forward

- F. Bid Operate Transfer Option for Projects: Steve recommended pursuing the build, operate Transfer process for our Pump Station Replacement Project because it is a very technical project so bidding it out and taking the lowest building may not be the right fit for the job. Indiana has the BOT process where we enter into an agreement with a party without bidding it out, we send out an RFP and ask for proposals. We would need to compile criteria that we will use to pick the winning bid. When we get our proposals in, we can negotiate the best and final offers. Once we come to an agreement and make a preliminary recommendation, we have to have a public hearing. The public is able to give their thoughts on who we are picking for the project. We would need to publish a notice of this special hearing 7 days prior to the hearing date. We do need to know soon if this is how we want to move forward as the fall pool for funding will be in either November or December. We have to be locked in on a price before that time. We are looking to be locked in by

September. The RFP must contain a statement containing the importance of price but does not have to contain the price itself. We will have a set budget number for the project and want to get as much work as possible out of that number. The SRF is familiar with and accepting of the BOT process. The agreement will include a time period when the contractor must operate the completed project for a certain amount of time. Abby VanVlerah moved, and Kelly Johnson seconded the motion, to accept and approve the Bid Operate Transfer option for the Pump Station Replacement Project specifically Phase 1 and move forward with the RFP as submitted, which motion was unanimously approved.

ENGINEERS REPORTS

- A. JPR General Project Update Memo: We have 3 new customers on 300 that have not signed their easement agreements. We will set aside the equipment for when they are forced to connect and install at their own cost. If the contractor is still in the area when the customer signs their easement agreement, they will have to pay a remobilization fees to the contractor. The contractor is already installing laterals and should be completed sometime in August. Forced connection legal process will begin at some point for these properties. For Contract C we have 3 customers with no record of every having an easement agreement and 2 have now signed easement agreements. The third customer is working with the contractor, equipment was installed, and we already had equipment at the property.

- 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 still July 30th, 2025. Work is substantially complete, and all three stations are up and running. Station 9 is not pumping on the curve where it is supposed to be. Station 1 is just slightly below it. Both indicate a pump issue. The pump manufacturer has agreed to take the pumps back to troubleshoot. All stations are pumping about 2ft per second. Pump Station 9 has been cleaned up and looks good. Stations 1 and 2 still have some grading work to be completed. Selge contacted one of the field crew members from NIPSCO who came out and switched out the regulator versus going through the engineering people. It was an issue with the regulator not providing the right pressure according to what the generator company had indicated the generator needed.

Contract B which is being done by Niblock Excavating for the West service area collection system phase 1. Substantial completion date of October 26th, 2025 and Final completion date of November 26, 2025. Niblock has submitted a formal request for a time extension for both the substantial and final completion dates. Chris with Niblock is in attendance tonight to answer any questions. They are proposing a substantial completion date of March 16th, 2026 and final completion date of May 1st, 2026. Contract C cannot go live until Contract B is complete. Selge is wanting to do the tie-ins (Contract C) in September and Niblock will commit to having that main trunk line work done by August 29th, 2025. Niblock commits to having any new customers, primarily on County Rd 300 systems, completed by September 29th, 2025. The additional time they

are asking for is to do the rest of the grinder installs by December 15th, 2025 and then the reconnections of those properties in January, February, and March of 2026. We do not have to motion on this time extension tonight. Andy proposes an amendment to the contract with new deadlines for certain phases. If that does not happen then liquidated damages (\$1000 per day) would be considered. Costs to be considered would be lost revenue on those paying only partial construction rates until their hookup as well as the construction inspections that someone is being paid every day for. Estimated cost for the daily construction inspections would be \$1000 daily. This would mean the liquidated damages of \$1000 per day we could charge Niblock would only cover the construction inspection costs per day and not the missing revenue or any other costs incurred with the project being delayed. Cost share may need to be discussed. Craig asks the reason for the delay and Chris with Niblock has clarified multiple reasons for the delay such as a larger project (not ours) causing a delay in their start date by 3-4 months, their subcontractors ran into some utility conflicts which delayed them and then eventually Niblock as well, along with staffing issues. Abby asks at what point did it become clear that the project deadlines were not going to be met. Chris said he was hopeful until it became clear a month or two ago. Abby asks since hope is not a strategy, what was being done to mitigate a potential risk to our project. Chris had subcontractors to help with the shortfall on staffing. Steve said we could come back next meeting with a change order to commit Niblock to new dates for specific areas of the contract as well as how to handle still running past the contracted deadlines. We will also have to express this delay to our customers (existing and new). We will need to send a letter to customers and post the notice on the website. We need to work on a change order with a formal amendment of the contract and a plan for communicating with the affected customers.

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 #10 in the amount of \$293,849.96:
Selge Construction is asking for payment in the amount of \$293,849.96.
2. NED Phase 2 – Contract B Pay Application #15 in the amount of \$146,579.65:
Niblock Excavating is asking for payment in the amount of \$146,579.65.
3. NED Phase 2 – Contract C Pay Application #9 in the amount of \$508,599.86:
Selge Construction is asking for payment in the amount of \$508,599.86.

Kelly Johnson moved, and Abby VanVlerah seconded the motion, to accept and approve the NED Phase 2 Contract A Pay Application #10 in the amount of \$293,849.96 to Selge Construction, the NED Phase 2 Contract B Pay Application #15 in the amount of \$146,579.65 to Niblock Excavating, and the Contract C Pay Application #9 in the amount of \$508,599.86 to Selge Construction as submitted, which motion was unanimously approved.

D. Change Orders:

1. NED Phase 2 – Contract B Change Order #12 in the amount of \$7,533.50: Niblock Excavating is asking for a change order in the amount of \$7,533.50 due to shifting of alarm panels and modification for valve boxes.
2. NED Phase 2 – Contract C Change Order #8 in the amount of -\$20,604.00: Selge Construction is asking for a change order in the amount of -\$20,604.00 due to removing a couple of grinder stations from the project.

Abby VanVlerah moved, and Kelly Johnson seconded the motion, to accept and approve the NED Phase 2 Contract B Change Order #12 in the amount of \$7,533.50 to Niblock Excavating, and the NED Phase 2 Contract C Change Order #8 in the amount of -\$20,604.00 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.

OLD BUSINESS

N/A

DISTRICT BUSINESS & OTHER GENERAL MATTERS

N/A

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.