

## **Eldorado Springs LID Advisory Committee Minutes**

August 27th, 2020

Video Conference Meeting

The meeting was called to order at approximately 6:35pm by Ken Sheldon.

**Members Present:** Ken Sheldon, Jeff Mason, Vija Handley, Kevin Tone

**Guests:** Gabby Begeman (ORC), Janet Robinson, Doug Larson, Peter Spraitz, Janet Grey

**Staff:** Mark Ruzzin, Jon Adam

**Approval of Minutes:** Jeff Mason made a motion to accept last month's (July's) meeting minutes, as presented. Vija Handley seconded the motion, which passed unanimously.

### **ORC Operations**

Gabby Begeman shared the ORC ops report on her screen for the committee members. Gabby noted that the average flow in July is down 50% from May. ORC replaced two E-one grinder pumps. One was at 67 Fowler and it was the first time that pump had to be replaced and was the second placement for the replacement pump. AS ORC replaces a grinder pump they run the stats on that property(s) and the pump and enter the stats into an ongoing spreadsheet of all pump replacements. The second pump replacement was at 148 Artesian Dr and it was the third replacement for the pump at this address, 2011, 2014 and 2020. This address received the newest E-one pump purchased by the LID. Jeff Mason requested that Gabby produce a spreadsheet of the grinder pumps that have not been replaced since the inception of the WWTF. Gabby agreed to work on that for the next meeting.

Gabby reported the analyses from the WWTF are looking normal. There have been lower numbers for the Total Inorganic Nitrogen and the Ammonia analyses. No further questions from the Advisory Board.

### **261, 267, 277 Eldorado Springs Drive**

Jon Adam thanked the homeowner for joining the meeting tonight. Jon began by asking the homeowner when he can pay his half of the invoice and that he provides us a date as per the letter sent out to the homeowner. The homeowner acknowledged the meeting with Ken Sheldon and Gabby in June at the homeowner's properties and that the homeowner agreed to fix the sewer pipes if a problem was found. Since then, the homeowner researched all the possible things that could go wrong with the E-one grinder pumps other than being affected by a broken sewer pipe.

The Homeowner stated that questions in an email were sent to Jon along with an explanation why the homeowner could not attend the July meeting as previously agreed. One of the questions was the age of the grinders pumps that had failed two times each. The homeowner then asked what would happen if the sewer lines get inspected and no problems are found. Ken answered that camera inspections are not always 100% able to find problems and that pumps do fail from normal wear and tear.

Furthermore, the results of the LID investigations of the homeowner's pump pit and failed grinder pumps showed that when the pumps were pulled debris were found in the pumps that caused the failures and that the debris were noted by ORC. The homeowner responded that only debris from one grinder pump was shown in the data sent and that the homeowner is entitled to see all of the data and learn of all the possibilities that could make the grinder pumps fail. Ken agreed.

Gabby shared her screen referencing the log of all the pump failures at the residences in question. Two grinder pumps failed in 2010, one pump failed in 2011, two in 2018 and several pump failures in 2019. Gabby pointed out that the grinder pump in 2018 was a result of rags, shop towels, floss and other debris which prompted Gabby to reach out to the homeowner. After meeting the Homeowner agreed to speak with the renters of the homeowner's properties. 7 months later the next pump failed. The homeowner asked what the inspections of the later pump failures indicated. Gabby said that she would find that information from Ambient, who repairs the failed pumps. Gabby shared that the subsequent pumps failures were the result of extended pump runtimes, sand and gravel leading to stator failure which led Gabby to think groundwater could be entering the homeowner's sewer pipes. It was decided after the number of failures in 2019 and complaints of sewage back up in the home that the investigation of the pump pit was warranted by the LID.

The Homeowner reiterated the initial questions; who rebuilt the pumps, how old were the pumps and what parts were replaced. Jeff Mason replied that of all the pumps on this system, the pumps at the homeowner's properties were the only ones that have failed this number of times. Many pumps have been replaced and rebuilt in the system and the committee is confident in the process of fixing and replacing pumps. The homeowner replied that the questions previously posed had not been answered in over a month. And that gives the homeowner the impression that the homeowner is being told what to do and just write checks without any input. Jeff Mason replied that the advisory board is responsible for the community's money and that the advisory board is responsible for determining why there were repeated pump failures at the homeowner's properties.

Mark Ruzzin apologized for not getting answers to the homeowner's questions as Jon and he are not engineers like Gabby, who could have answered the questions. Mark also brought up that the homeowner did meet with Ken and Gabby, that the Homeowner was present at the June ESLAC meeting and that the homeowner had agreed to come to the July meeting where the homeowner could have gotten questions answered sooner when Gabby was present at the meeting. Mark asked that the committee clarify if there is confidence that the homeowner's problems are resolved that the homeowner would not be charged for pump replacement due to normal wear and tear as with all the other residences. Ken agreed that if there is normal wear and tear, the homeowner should not have to pay for the repairs. Jeff agreed that the homeowner would be treated like all the other residents in town if the problems at the homeowner's residences are addressed. Jeff further added that since the problems at the homeowner's addresses were found not to be a result of the LID system that the homeowner needs to address the problem per the LID's rules and Regulations. Vija Handley added that the advisory committee had put in a lot of thought about the situation and the committee agreed that the homeowner was responsible for determining the cause of the problems after it was determined the

LID system was not the problem. Vija added that the homeowner had been properly notified of the problems and it was the homeowner's responsibility to investigate and fix any issues.

The homeowner didn't disagree with anyone's statements but did disagree with not being part of the decision-making process and that the homeowner's questions hadn't been answered. Gabby expressed that the homeowner's questions were answered in the meeting with Ken and her in June. She clarified that the exact nature of the problems was still unknown at the time and acknowledged that it could have even been a result of the homeowner's tenants. Gabby asked what other questions that the homeowner had at this time.

Kevin Tone interjected that we have been going over the same questions for the last half hour and that the homeowner needed to prove why the sewer lines were causing the repeated failures. The homeowner reiterated that no one wants to answer the questions and that the committee is telling the homeowner what to do.

Vija asked what the homeowner's solution would be. The homeowner replied that the next step would be to have the sewer pipes on the property inspected. The homeowner expressed that we wouldn't be having this conversation if the questions were already answered. Jon referred to two emails from both Pete Salas and he that directed the homeowner to contact Gabby and that her contact information was provided both times. Jon said, we (the LID) have been all this time providing the homeowner with the opportunities to have the questions answered month's ago at this point.

Jon redirected the conversation back to moving forward on the issue. He recognized that the homeowner had agreed with Gabby earlier in this conversation that there were problems with the homeowner's sewer system. Jon asked again when the homeowner planned to pay half of the LID investigation and pump replacement costs. Jon reminded the homeowner that the advisory committee and Gabby agreed to split the costs 50/50 with the homeowner since the nature of the pump failures was still unknown. Jon then mentioned the next step would be for the homeowner to have an inspection done on his sewer lines. Jon also reminded the homeowner that the LID did perform an inspection on the sewer lines, but due to a belly (a dip) in the homeowner's sewer lines the LID inspection was inconclusive. Jon suggested that the homeowner could ask Ken to help find a reputable plumber who could potentially do the inspection at a better price than the homeowner had found in previous quotes. The homeowner stated that that an inspection will be done next week and had a question for Ken regarding his earlier statement that inspections are not always 100% accurate and what would happen if the homeowner's inspection found nothing wrong. Jeff asked the homeowner that if the inspection did find something wrong could the LID ask the homeowner what is next? The homeowner replied, have it fixed.

Gabby brought up that the water in the belly of the homeowner's pipes will need to be cleared of water before an inspection could find something. Gabby stated that the LID investigation both doesn't prove there is a break in the homeowner's sewer lines and it doesn't prove there isn't and that is the question

that needs to be answered in order to move forward. The homeowner stated that next week a plumber will inspect the sewer lines and the results will be forwarded to the committee.

The homeowner asked about the invoice only providing an address to mail in a check and Mark stated that a check in the mail would be preferable. **The homeowner stated that a check will be sent next week.** Jon asked the homeowner to send an email when the check was mailed as well as the results of the inspections on the sewer line. **The homeowner reiterated that the lines will be inspected in the next two weeks, the check will be mailed next week and that there are still questions that the homeowner wants answered.** Mark asked the homeowner to put the questions down in an email and that he would work with Gabby to get the specifics answered from Ambient who repairs the pumps.

The homeowner left the meeting at 50 minutes.

### **Invoices and Budget**

Ken had no immediate questions about the invoices. Mark shared that the LID has spent about \$70,000 of the LID's annual revenue budget of \$96,000 and the LID will be spending about \$12,000 on a new SB pump from the reserve fund balance, which is just over \$97,000.

Mark did bring up previous advisory board conversations about the long-term sustainability of the LID budget. He pointed out that the LID will be receiving PIF's from two household expansion projects. \$6,000-\$9,000 from the Manteuffel's and a yet to be determined amount from the Griffith residence if applicable. The EAS PIF from the ballroom expansion will be about \$83,000. At some point the LID will want to continue to address the long-term sustainability of the LID's finances.

Jeff Mason asked if the Diversified Underground invoice was related to the location of the sewer smell discussed in the last meeting. Gabby said no and clarified that Diversified Underground is the current locate company. Jeff asked why there were two invoices and it was pointed out they were the same invoice.

### **New/Old Business**

#### EAS MOU v4

Jon Adam updated the advisory board on changes that county staff had made to the EAS MOU vs 4. The first change was that county staff added three E-one duplex units to be installed in place of the E-one residential pumps for the ballroom and pool and one for a spare in the MOU. The next update included language added by county staff to clarify the MOU was a legally enforceable document, in place of a modified permit, that would hold EAS accountable to the LID rules and regulations. The third, was language added outlining how EAS would be charged for overages in response to a meeting Jon and Mark had with EAS regarding the ballroom expansion. That EAS would be charged \$.012 per gallon of overage.

Vija asked about item 2 Term of MOU and what it means. Mark clarified that there is no term limit to the MOU but if there were changes the parties would have to come to agreement on the changes. Vija expressed concern that the overage charges would not be enough to cover damages due to overuse by EAS. She also asked that the LID add legal recourse if EAS regularly exceeded its allowable discharge limit to the sewer. Jeff expressed that these questions have been discussed numerous times before and the LID has no authority to cut EAS off from discharging to the sewer. There must be some level of trust that the LID and EAS will honor the conditions set forth in the MOU. Mark agreed with Jeff and added that this is the determination of the LID attorney according to state statutes on how local districts provide a service like wastewater. Mark also added that the advisory board agreed to address updates to the LID rules and regulations in the fall to bring them up to date with the current status of the LID. The LID attorney has already identified parts of the rules and regulations that should be addressed in future sessions. Mark reiterated that the MOU doesn't replace the LID rules and regulations as it supplements them. The real intention of the MOU is to ensure the LID can monitor discharges from the EAS ballroom and pool, that EAS will be charged fairly for overages and that EAS is accountable to the LID rules and regulations. Vija did want to say on record that she supports the EAS expansions but would like to see more teeth to hold EAS accountable.

Kevin asked Gabby how the monitoring system will be able to track EAS discharge daily and how the LID would pay Gabby for that extra scope of work. Gabby responded that the equipment she specified for the ballroom and pool pump pits is similar to the equipment ORC uses at the treatment plant. ORC can place alarms for certain flow amounts and receive information in real time but won't have to monitor it every day. Jeff and Kevin added that we should come up with a way to handle the information and how we can invoice EAS if there are overages. Mark included that overage charges would be assessed on a quarterly basis and that amount would be added to EAS's quarterly bill. Jeff expressed that he likes that portion of the MOU and that he wants to learn how to read that information. Kevin added that he wants EAS to know the LID will be continually monitoring and evaluating discharges and that if excess discharges become too frequent the LID will have to reassess the PIF, the current EQRs and their overall use.

Doug Larson added that the term of the MOU is ambiguous and that he would like to see a time limit, like 99 years or something to that effect. Doug expressed that EAS is the only one on the system that will be monitored as opposed to residences that have a fixed charge based on their home design. Doug's still ok with it the MOU. Kevin pointed out that the flows are significantly down this summer according to Gabby's report. Gabby said that the flow was down significantly from the May and June. Gabby responded to Doug about monitoring in that ORC does keep tabs on pump run times and other data from residences to make sure things remain equitable. Doug was pleased to hear that.

Mark added that we have several members of the community attending this meeting. Earlier in the year the LID contemplated having a community Q and A to respond to the MOU and it is county staff's intention to have a conversation with these community members tonight for their input. Ken opened the meeting to the community.

Janet Robinson expressed she had a concern that a copy of the MOU was provided to the community with not enough time to review the document and that by her calculations the overage charges for EAS would not be a deterrence. Janet asked what frequent and exceptional mean? Janet asked who pays when the LID must undergo a plant redesign when the flows exceed the allowable average flow rate? Janet asked Mark and Jon how the MOU is enforceable in court? Janet asked what happens if a party to the MOU changes their mind? Jeff asked Janet to limit her questions to one or two at a time. Janet replied that this shows the community deserves a public Q and A session on the MOU and that she requests having one before sending the MOU to the county commissioners. Janet said she'd be happy to put her questions down on an email before a community Q and A session. Janet expressed concern that the public only gets 10 minutes at the end of the ESLAC meeting to get their questions and concerns addressed.

Janet asked where in the EAS MOU it states that the MOU is legally binding? Mark responded that according to the LID's attorney if either party of the MOU doesn't fulfill its requirements than the party would be considered in breach of contract and that would lead to district court action. Also, according the LID's attorney, violating the terms of the MOU would be no different than a district member violating the LID's rules and regulations. Mark clarified that the MOU didn't replace the LID's rules and regulations but was an addendum to the rules and regulations. Mark also stated that parties to an MOU with the county don't take the agreement lightly or intend to break it. Janet asked Mark to send her the statute that states an MOU is a legally enforceable document.

Jeff then asked Janet what legally enforceable document she signed to utilize the sewer system? Janet couldn't say if she did sign a contract and Jeff said there isn't one for our system. Janet then asked why the EAS MOU isn't called contract. Mark replied that MOUs used by the county are contract, just under a different name and the EAS MOU does state it is a new contract. Mark stated that he could provide more information from the LID's attorney how the EAS MOU is a legally enforceable contract.

Jon asked Janet to send a list of questions to him via email that she would like us to ask the LID's attorney. Janet asked if EAS went over their allowable limit frequently and or exceptionally who that would affect all the other rate payers on the system. Mark replied that that concern applies to every rate payer on the system as any rate payer could be responsible for exceeding their allowable flow rate. Mark also clarified that version 4 of the EAS MOU was no different in intent than version 3 of the EAS MOU beyond small changes to address some LID requirements of design and clarity of the document's legality. EAS MOU v3 had been sent to the community at the beginning of the year for the community to review. Mark added that one of the changes in the EAS MOU vs4 was that EAS will now be charged on a per gallon basis for overages and that it is not legally possible to add such language to the MOU or the LID's rules and regulations a penalty that would make it impossible for EAS or anyone to continue to use the sewer service. Per state statute you can only charge members of the system on a cost per use basis.

Doug added that he provides water to the community and that one ordinary leaking toilet adds thousands of gallons to the sewer system a day. Two leaking toilets would be more than what EAS is

allocated to discharge to the system. Doug asked the committee to strongly considered the cost of a plant redesign now, especially with lending rates being so low and that the LID's budget will decrease over time. Jon said that the advisory committee did have this very discussion at last month's advisory meeting.

Mark asked if there is interest in the community having an Q and A session on the EAS MOU with county staff including the LID attorney next Tuesday. A Teams meeting could be set up in the evening for everyone in the community to take part. Ken agreed that it was a good idea and having the LID attorney present would be beneficial. Janet indicated that the ESCA community meeting was Tuesday night and proposed meeting Thursday night. Mark asked about Monday or Thursday according to the availability of the LID attorney. Janet Grey indicated that she has nothing to add to the discussion after being asked.

### Alternatives Analysis

Mark stated that staff has gotten through the formal process with Wright Water Engineers at that they would begin work in the first half of September. A first meeting with the LID should occur either at the end of September or October. The city of Boulder reached out to county staff to help engage in the process of establishing a stream gauge and that staff haven't found yet a way for the county to help defer the costs of the Alternatives Analysis, but will continue to find potential cost sharing avenues.

Kevin asked if the Alternatives Analysis included the cost of the stream gauge or the just the location. Mark didn't have an answer off the top of his head

### Board Member Elections

Jon stated that we have two applicants for Ken's position and that staff will be hearing from the county commissioners on their selection by the second week of September and a new board member will be taking Ken's place at the next ESLAC meeting. Mark added the Jeff's final term ends in February 2021 and a new board appointment process will begin in December. Jon also added the LID will need to select a new chair and vice chair. Ken stated that the advisory board usually selects the chair and vice chair at a meeting. Kevin asked why board members had to retire and Mark responded that the county wants new people to serve on boards and that a retiring member would have to sit out at least a year before reapplying. Both Ken and Jeff have reached their maximum number of consecutive terms.

### Elm Management

Jon had sent out the quote from Vit at Urban Woods Tree care to the LID advisory board. Jon explained that he had worked on a plan with Vit to break out the management of the Siberian Elms on the LID property in steps from most to least importance and that the total cost would be around \$5,000 for the entire LID property. The first section of the quote included the Siberian Elms around the WWTF and along the effluent line. It was determined that the trees and their roots growing in this area would eventually affect the underground infrastructure of the WWTF and that the LID could focus solely on that area in order to save on cost. Kevin asked how we could keep the Elms from coming back. Jon replied that stump grinding would remove the Elms completely and that poisoning, a concentrated Epsom salt solution, could require more than one treatment. Jon added that most of the trees around

the WWTF could be removed with stump grinding with some poisoning of hard to reach trees. Ken added that the LID could do the work of poisoning. Jeff agreed that he would like to take part in the poisoning. Jon did say that he is also reaching out to other parts of the county that could provide some assistance. Jon suggested that Urban Woods could take care of the Elms around the plant and that the LID could take care of the rest.

Rules, Regulations and By-laws

Ken suggested we wrap up the meeting. Jon did want to add that he found the LID had no formal set of by-laws for the advisory board and that we could address them concurrently with the rules and regs rewrite.

Public Comment

There was no public comment

The meeting was adjourned at 2 hours and 3 minutes