

# **Joint Powers Water Board**

## **AGENDA**

Regular Meeting of June 24, 2024

Joint Powers WTP

11100 50<sup>th</sup> Street NE

Albertville, MN

6:00 PM

### Chairperson

Ryan Gleason

### Engineer

Chris Larson, SEH

### Board Members

Tom Dierberger

Joe Hagerty

Chris Kauffman

Rob Olson

Bob Zagorski

### Operations

John Seifert, Veolia

Jennifer Thomas, Veolia

Dustin Carlson, Veolia

1. Call to Order / Roll Call
2. Approve Agenda – Page 1
3. Consent Agenda – Page 2
  - 3.1 Approval of May 20, 2024 Regular Board Meeting Minutes – Page 3
  - 3.2 Approval of June 2024 List of Claims – Page 5
  - 3.3 Approval of June 2024 Budget Report – Page 7
  - 3.4 Approval of June 2024 Cash Balances Report – Page 8
  - 3.5 Approval of May 2024 Monthly Operations Report – Page 9
  - 3.6 Approval of Construction Scope and Fee for ASR / 15<sup>th</sup> Street NE Watermain Looping Project – Page 21
  - 3.7 Approval of Joint Powers Water Board’s Wire Transfer Policy and Procedure – Page 27
  - 3.8 Approval of Joint Powers Water Board’s Purchasing Policy – Page 30
  - 3.9 MBI Pay App No. 8 – Filter Rehabilitation – Page 35
4. General Business – Page 38
  - 4.1 First Amendment to 2019 Verizon Wireless Site Lease Agreement – Page 39
5. Engineer – Page 45
  - 5.1 Approve Limited Engineering Study on Condition Assessment of SCADA and Communication Systems for Joint Powers – Page 46
6. Operations and Office (Verbal Reports Provided at Meeting)
  - 6.1 ASR Update
  - 6.2 ASR Looping Watermain Project Update
  - 6.3 Well 2 Warranty Work Completed – 100% of Well Capacity
7. Other Business / Announcements / Correspondence
8. Adjourn

# **CONSENT AGENDA**

1. **Call to Order.** The regular meeting of the Joint Powers Water Board was called to order by Chairperson Gleason, on Monday, May 20, 2024 at 6:00 p.m. at the Joint Powers Water Board Water Treatment Plant, 11100 50<sup>th</sup> St NE, Albertville, MN 55301.

Board present: Ryan Gleason, Tom Dierberger, Joe Hagerty, Rob Olson, Bob Zagorski.

Board absent: Chris Kauffman.

Staff present: John Seifert, General Manager; Jennifer Thomas, Office Manager.

Staff absent: Dustin Carlson, Water Department Supervisor / Facilities Manager.

Engineering present: Chris Larson, Short Elliott Hendrickson, Inc. (SEH).

Insurance Agent present: Dan Zachman, Zachman Insurance Agency, Inc.

2. **Approve Agenda.** Seifert asked to have a claim from Municipal Builders in the amount of \$4,047.23 for well piping added to the Claims List. Olson moved, Dierberger seconded, to adopt the Agenda as presented with the addition of the claim from Municipal Builders in the amount of \$4,047.23. Motion carried 5-0.

3. **Approve Consent Agenda.** Olson moved, Hagerty seconded, to approve the Consent Agenda below. Motion carried 5-0.

- 3.1 Approval of April 22, 2024 Regular Board Meeting Minutes
- 3.2 Approval of May 2024 List of Claims
- 3.3 Approval of May 2024 Budget Report
- 3.4 Approval of May 2024 Cash Balances Report
- 3.5 Receipt of April 2024 Investment Summary Report
- 3.6 Approval of April 2024 Monthly Operations Report
- 3.7 ACH Payment Limit

4. **General Business.**

- 4.1 **2024 Insurance Renewal.** Dan Zachman of Zachman Insurance Agency, Inc. provided an update on the Joint Powers Water Board's 2024 insurance renewal. The 2024 renewal from League of Minnesota Cities (LOMC) is \$29,948, which is an increase of \$1,435 from 2023. Seifert reminded the Board that it received a refund of \$1,136 from the LOMC in 2023.
- 4.2 **2nd Reading of Purchasing and Wire Transfer Policies and 1st Reading of Refund of Online Bill Pay Overpayments.** In a follow up to the Board's direction for areas of concern and possible risk, Staff researched all three member Cities existing purchasing policies and drafted a Purchasing Policy based on those examples. Staff also revised the wire transfer policy to include safeguards to address two step verification. In addition, Staff drafted a policy to define the level of refunds Staff is authorized to make prior to Board approval. Zagorski moved, Dierberger seconded, to allow Staff to make refunds of online bill pay overpayments not to exceed \$7,500. Motion carried 5-0.

5. **Other Business / Announcements / Correspondence.** None.

6. **Adjourn.** Olson moved, Hagerty seconded, to adjourn the Joint Powers Water Board meeting at 6:30 PM. Motion carried 5-0.

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Jennifer Thomas, Recording Secretary

DRAFT

JOINT POWERS WATER BOARD  
CHECK REGISTER SUMMARY  
MEETING DATE: 6/24/24

Check #	Vendor	Check Date	Amount	Comments
17969e	CENTERPOINT ENERGY	6/21/2024	\$1,007.75	May 2024 Invoices
17970e	PAYMENT SERVICE NETWORK	6/21/2024	\$5,699.45	May 2024 Web Pay Fees
17971e	CITY OF ST MICHAEL	6/21/2024	\$321,065.55	May 2024 Receipt by Charge
17972e	MN DEPT OF REVENUE	6/21/2024	\$934.00	May 2024 Sales Tax
21056	309 COTTONWOOD LLC	6/21/2024	\$143.22	Ref cr bal on 309 Cottonwood Av NE
21057	ABDO	6/21/2024	\$875.00	2023 Audit
21058	ADAM/LEAH HENRICHS	6/21/2024	\$119.71	Ref cr bal on 520 2nd ST NW
21059	AE2S	6/21/2024	\$159.91	Water Storage
21060	ALEJANDRO/SIERRA OSORTO/CASE	6/21/2024	\$121.37	Ref cr bal on 572 Kayla Ln NE
21061	AMY DER XIONG/BARRY MOUA VANG	6/21/2024	\$122.01	Ref cr bal on 530 Terrace Rd NW
21062	ANN MARIE RODER	6/21/2024	\$122.03	Ref cr bal on 4448 Napier Pkwy NE
21063	BRIDGET/FRANK ISENBERG/SNIDER	6/21/2024	\$253.79	Ref cr bal on 104 Heights Rd NE
21064	CASSANDRA/KURTIS PIKUS	6/21/2024	\$140.00	Ref cr bal on 504 Sumerlin Rd NW
21065	CHRIS/DAWN HEINE	6/21/2024	\$124.86	Ref cr bal on 15070 50th St NE
21066	CITY OF HANOVER	6/21/2024	\$57,481.66	May 2024 Receipts by Charge
21067	CUSTOM ELECTRICAL CONCEPTS LLC	6/21/2024	\$3,120.22	Locker Room Wiring
21068	DAVE/DANA LINDHOLM	6/21/2024	\$94.46	Ref cr bal on 706 Kalea Ct
21069	DEREK/TRACIE IRVING	6/21/2024	\$155.15	Ref cr bal on 14851 47th St NE
21070	ERIC/ANDREA MIALKOWSKI	6/21/2024	\$68.41	Ref cr bal on 4138 Jana Av NE
21071	FRANK/NORMA VENNES	6/21/2024	\$75.40	Ref cr bal on 13892 46th Ln NE
21072	HARLEN/VIRGINIA FREUND	6/21/2024	\$130.48	Ref cr bal on 4491 Napier Pkwy NE
21073	HOFF, BARRY PA	6/21/2024	\$345.00	May 2024 Invoice
21074	JASON NEROS	6/21/2024	\$76.57	Ref cr bal on 10144 31st ST NE
21075	JEFF GUNDERSON	6/21/2024	\$134.37	Ref cr bal on 4577 Medley Ln NE
21076	JOSEPH/SHANNON DAHLHEIMER	6/21/2024	\$108.70	Ref cr bal on 11100 16th St NE
21077	JOSHUA HOLMSTADT	6/21/2024	\$134.92	Ref cr bal on 9541 40th PI NE
21078	JOYCE/SAMANTHA SPANGLER	6/21/2024	\$138.22	Ref cr bal on 221 Birch Av NW
21079	JUDY/CLAUDIA WEIS	6/21/2024	\$96.99	Ref cr bal on 86 3rd St NW
21080	KIM BERRY	6/21/2024	\$134.00	Ref cr bal on 3547 Kadler Av NE
21081	KRISTEN/THOMAS MCMULLEN/BRISSO	6/21/2024	\$181.58	Ref cr bal on 3601 Kadler Av NE
21082	LILLIAN ARTUS	6/21/2024	\$356.56	Ref cr bal on 11124 16th St NE
21083	LINDA KING	6/21/2024	\$77.21	Ref cr bal on 12830 43rd St NE
21084	LIZ RODEN	6/21/2024	\$130.00	Ref cr bal on 11250 Lambert Ct
21085	LYDIAH/KENNEDY KEUYA OMWERI	6/21/2024	\$60.78	Ref cr bal on 305 Willow Dr SW
21086	MARY MOSLEY	6/21/2024	\$128.98	Ref cr bal on 10711 28th St NE
21087	MATTHEW MACCAUSLIN	6/21/2024	\$120.88	Ref cr bal on 716 Ridge Dr SE
21088	MATTHEW/JAMIE BARTHEL	6/21/2024	\$186.72	Ref cr bal on 4527 Kady Av NE
21089	MICHAEL/KARIN SHEDLOV	6/21/2024	\$1.84	Ref cr bal on 1335 Rolling Oaks Dr
21090	MUNICIPAL BUILDERS INC	6/21/2024	\$85,694.02	Pay App No 8
21091	OPEN DOOR LABS INC	6/21/2024	\$166.11	Ref cr bal on 528 Maple Knoll Cir NW
21092	OTTO DRYWALL	6/21/2024	\$900.00	Locker Room
21093	PATRICK/ANNE DATZ	6/21/2024	\$298.17	Ref cr bal on 15034 50th St NE
21094	PHIL/FAITH SHAW	6/21/2024	\$132.11	Ref cr bal on 4492 Napier Pkwy NE
21095	ROB/BROOKE RAJTAR/KOIVISTO	6/21/2024	\$120.06	Ref cr bal on 9632 43rd St NE
21096	ROBERT MCCLENDON	6/21/2024	\$332.17	Ref cr bal on 4524 Mason Av NE
21097	ROBERT/MARY KVAM	6/21/2024	\$115.94	Ref cr bal on 11108 16th St NE
21098	RUBY/CALEB HENDRICKSON	6/21/2024	\$160.77	Ref cr bal on 2739 Kensington Av NE
21099	SHELBY/JACOB DEITCHLER	6/21/2024	\$671.73	Ref cr bal on 10752 23rd St NE
21100	Short Elliott Hendrickson Inc	6/21/2024	\$5,910.20	May 2024 Invoices
21101	TEGRETE	6/21/2024	\$462.00	May 2024 Invoice
21102	THERESA/NORB PARTON/ECKERT	6/21/2024	\$126.17	Ref cr bal on 108 Birch Av NE
21103	TODD J POTTER TRUST	6/21/2024	\$15.53	Ref cr bal on 1885 Lachman Av NE
21104	TODD TYLER	6/21/2024	\$84.87	Ref cr bal on 12832 44th PI NE
21105	TRELA BLAKEMAN	6/21/2024	\$130.48	Ref cr bal on 310 Iris Ln SW

**CONTINUED ON NEXT PAGE**

JOINT POWERS WATER BOARD  
CHECK REGISTER SUMMARY  
 MEETING DATE: 6/24/24

21106	VEOLIA WATER NA	6/21/2024	\$85,238.48	July 2023 Contract Maintenance
21107	VICTORIA CONWAY	6/21/2024	\$135.16	Ref cr bal on 3539 Kadler Av NE
21108	WEBER LAWN & LANDSCAPE LLC	6/21/2024	\$2,237.00	May 2024 Invoice
21109	XCEL ENERGY	6/21/2024	\$16,237.32	101 Terrace
			<b>\$593,596.04</b>	

Ryan Gleason	Rob Olson
Joe Hagerty	Bob Zagorski
Chris Kauffman	Tom Dierberger

Joint Water Board

Budget - 2024 JPWB Board Meeting

Account Descr	Budget	June 2024 Amt	2024 YTD Budget	2024 YTD Amt
<b>FUND 101 GENERAL FUND</b>				
E 101-40000-700 Advertising	\$200.00	\$0.00	\$200.00	\$0.00
E 101-40000-702 License/Fees	\$375.00	\$0.00	\$375.00	\$1,177.50
E 101-40000-704 Bank Charges	\$500.00	\$0.00	\$500.00	\$100.00
E 101-40000-712 Contract Maintenance	\$1,247,045.00	\$85,238.48	\$1,247,045.00	\$609,168.48
E 101-40000-730 Insurance	\$28,000.00	\$0.00	\$28,000.00	\$29,948.00
E 101-40000-734 Meeting Allowance	\$300.00	\$0.00	\$300.00	\$0.00
E 101-40000-748 Office Supplies	\$500.00	\$0.00	\$500.00	\$203.73
E 101-40000-749 Credit Card Fees	\$30,000.00	\$2,462.73	\$30,000.00	\$16,782.46
E 101-40000-752 Audit Fees	\$24,000.00	\$875.00	\$24,000.00	\$18,965.00
E 101-40000-754 GIS Engineer fees	\$7,500.00	\$0.00	\$7,500.00	\$2,278.50
E 101-40000-755 Project Engineering Fees	\$2,500.00	\$809.70	\$2,500.00	\$16,590.63
E 101-40000-756 General Engineering Fees	\$24,000.00	\$4,841.85	\$24,000.00	\$4,841.85
E 101-40000-757 Wellhead Protection	\$400.00	\$0.00	\$400.00	\$0.00
E 101-40000-758 Legal Fees	\$4,000.00	\$345.00	\$4,000.00	\$3,669.00
E 101-40000-759 ASR-Misc	\$1,000.00	\$0.00	\$1,000.00	\$864.00
E 101-40000-770 System Maintenance	\$40,000.00	\$1,629.66	\$40,000.00	\$517,913.00
E 101-40000-771 Well Maintenance	\$100,000.00	\$0.00	\$100,000.00	\$0.00
E 101-40000-772 System Repairs	\$35,000.00	\$0.00	\$35,000.00	\$2,423.00
E 101-40000-773 Facility Mgmt	\$25,000.00	\$6,257.22	\$25,000.00	\$29,341.57
E 101-40000-774 Utilities	\$330,000.00	\$16,237.32	\$330,000.00	\$47,039.54
E 101-40000-785 DNR Water Usage	\$18,000.00	\$0.00	\$18,000.00	-\$0.91
E 101-40000-795 Misc Expense	\$2,500.00	\$0.00	\$2,500.00	\$0.00
E 101-40000-796 EDA/RR Fees	\$1,100.00	\$0.00	\$1,100.00	\$0.00
<b>FUND 101 GENERAL FUND</b>	<b>\$1,921,920.00</b>	<b>\$118,696.96</b>	<b>\$1,921,920.00</b>	<b>\$1,301,305.35</b>
	\$1,921,920.00	\$118,696.96	\$1,921,920.00	\$1,301,305.35

**Joint Water Board**  
**\*Cash Balances**

Cash Account: 1  
 June 2024

Fund	2024 Begin Balance	Receipts	Disbursements	Transfers	Journal Entries	Payroll JEs	Balance
<u>10000 - First American Bank</u>							
101 - GENERAL FUND	\$717,062.37	\$3,866,900.09	(\$4,535,601.89)	0		\$0.00	\$48,360.57 In Balance
<u>10161 - 2004 Revolving Proj</u>							
101 - GENERAL FUND	\$3,857,853.84		(\$500,000.00)	0	\$42,239.79	\$0.00	\$3,400,093.63 In Balance
<u>10181 - MorganStanley Invest</u>							
101 - GENERAL FUND	\$11,899,970.33		(\$300,000.00)	0	\$56,301.13	\$0.00	\$11,656,271.46 In Balance
<u>10191 - Wells Fargo Invest</u>							
101 - GENERAL FUND	\$3,840,541.30			0	\$14,825.73	\$0.00	\$3,855,367.03 In Balance
	\$20,315,427.84	\$3,866,900.09	(\$5,335,601.89)	\$0.00	\$113,366.65	\$0.00	\$18,960,092.69





**Safety & Training**

Each month our staff performs inspections of all safety equipment such as fire extinguishers, eyewash stations, chemical showers, and emergency lighting. We also have safety meetings during the month that consist of both routine and non-routine topics.

**Call-Outs (After-Hours Emergency Calls)**

- ◆ One in May.

**Regulatory Communications**

Our monthly regulatory communications were completed satisfactorily and on-time. These were:

- ◆ The monthly fluoridation report to the MDH
- ◆ The monthly bacteriological test results to the MDH
- ◆ The monthly injection/recovery report to the EPA

**Major Client / Public Relations Issues**

- ◆ None in May

**Distribution System Statistics**

	Total	Hanover	St Michael	Joint Powers	Comments
Locates (GSOC)	543	87	451	5	Gopher State One Call, Tickets Received
Hydrants Flushed	33	33	0	0	Spring/Fall (Joint Powers Are Albertville)
Customer Service Visits	39	5	34	0	Including water quality issues (Albertville), water usage issues, curb stops on/off, water main operations, special locates (not through GSOC) & misc. issues.
Inspections	42	6	36	NA	
Meter/ERT Issues/Repairs	90	13	77	NA	These include out-of bounds read checks, leaking meters, bad ERTs/replacements, wiring issues, missed reads, monthly meter reading, etc.
Maintenance Work Orders	35	1	0	34	These include issues/repairs & regular maintenance for the dist. systems & JP facilities.
Finals	60	11	49	N/A	

**YTD Reconcilable Limit Budget**

	Budget	Expenses	Balance
LIM	\$356,472	\$76,259	\$280,213

Final reconciliation will occur after year-end finances have been processed.\*No updates on Actual available at time of report. Estimated

**Appendices**

Monthly Fluoride Report, Monthly Bacteriological Report, Monthly ASR EPA Report



Raw Water Fluoride Concentration

Well #1	0.23 mg/l
Well #2	mg/l
Well #3	0.22 mg/l
Well #4	mg/l
Well #5	0.24 mg/l
Well #6	0.23 mg/l
Well #7	0.25 mg/l

May, 2024  
 (763) 497-3611  
 County of Wright  
 Licensed Operator: Dustin W. Carlson  
 Signature:   
 Title: 'B' Operator

Date	Well #1 gals (1000's)	Well #2 gals (1000's)	Well #3 gals (1000's)	Well #4 gals (1000's)	Well #5 gals (1000's)	Well #6 gals (1000's)	Well #7 gals (1000's)	Total gals (1000's)	FI Used gals	Fluoride mg/l	Location
1	966	0	0	0	0	645	1,252	2,863	4.0	0.61	Hardware Hank
2	978	0	0	0	0	595	1,254	2,827	5.0	0.65	Kwik T Alb
3	861	0	0	0	0	414	1,097	2,372	4.0	0.69	591 Antrim Circle Nw
4	1,019	0	0	0	0	556	1,308	2,883	4.0	0.62	Mill Pond Apartments
5	1,099	0	0	0	0	671	1,407	3,177	6.0	0.61	Well House 1
6	1,136	0	0	0	0	689	1,444	3,269	5.0	0.62	Radzwill Building
7	1,253	0	0	0	0	780	1,581	3,614	6.0	0.63	Alb City Hall
8	1,175	0	0	0	0	827	1,488	3,490	6.0	0.69	Holiday St. Michael
9	1,229	0	0	0	0	866	1,558	3,653	6.0	0.64	Speedway West
10	1,200	0	0	0	0	856	1,541	3,597	6.0	0.62	5085 Jana ct
11	1,356	0	0	0	0	969	1,743	4,068	6.0	0.66	Settlers Park
12	1,623	0	0	0	0	1,155	2,079	4,857	8.0	0.70	CJ's Laundry
13	1,297	0	118	0	0	927	1,669	4,011	7.0	0.68	Hydrant S-49th PL Ne
14	1,454	0	459	0	691	1,072	1,928	5,604	9.0	0.65	Particle Control
15	1,384	0	122	0	158	1,009	1,816	4,489	8.0	0.68	5000 Jana ct hyd
16	1,561	0	194	0	240	1,135	2,042	5,172	8.0	0.71	1435 Oak Ridge
17	1,265	0	66	0	216	917	1,649	4,113	7.0	0.62	49th st ne End Hydrant
18	1,578	0	81	0	0	1,138	2,048	4,845	7.5	0.64	Well House 2
19	1,492	0	168	0	0	1,073	1,932	4,665	7.5	0.70	38 Balsam Ave. West
20	1,215	0	0	0	0	851	1,566	3,632	6.0	0.69	Hydrant S-449
21	1,122	0	0	0	0	809	1,455	3,386	5.0	0.58	Country Inn
22	1,287	0	69	0	0	926	1,666	3,948	7.0	0.70	9663 49th st
23	1,343	0	286	0	0	977	1,758	4,364	7.0	0.68	Kwik Trip
24	897	0	70	0	0	658	1,183	2,808	4.0	0.66	Albertville Subway
25	1,225	0	226	0	0	893	1,608	3,952	6.5	0.67	Casey's
26	1,264	0	255	0	0	926	1,665	4,110	6.5	0.66	11279 River Rd. Apts.
27	1,235	0	189	0	0	898	1,616	3,938	7.0	0.65	West Tower
28	1,358	0	0	0	0	982	1,766	4,106	6.0	0.66	Booster Station
29	1,401	0	0	0	0	1,019	1,834	4,254	7.0	0.65	Taco John's
30	1,009	0	90	0	130	735	1,322	3,286	5.5	0.66	St. Michael Comm. Garden
31	1,223	0	160	0	0	897	1,615	3,895	6.0	0.66	9974 14th circle
Total	38,505	0	2,553	0	1,435	26,865	49,890	119,248			
Avg.	1,242	0	82	0	46	867	1,609	3,847		0.66	



Drinking Water Protection Section  
 P.O. Box 64975-0975  
 St. Paul, MN 55164-0975  
 651/201-4700, FAX 651/201-4701

### Bacteriological/Disinfectant Residual Monthly Report

Public Water System ID (7 digits) **1 8 6 0 0 2 4** Laboratory Certification ID (9 digits) **0 2 7 - 1 6 1 - 1 8 6**

NAME OF WATER SUPPLY SYSTEM  
 Joint Powers Water

ADDRESS  
 11100 50th St NE  
 CITY  
 Albertville

ZIP  
 55301

PHONE  
 763-497-3611

LABORATORY NAME  
 UC LABORATORY

Total Coliform Analysis Method  
 Membrane Filter  MPN 10 ml  
 Colisure  MPN 100 ml

ANALYST NAME  
 See Below

DATE OF REPORT  
 5/24/24

PHONE (507) 234-5835

#### Routine Samples

Report For MM/YY	Number of Samples required Per Month	Number of Samples Collected	Number of Sites Where D.R. Was Measured	Monthly Average D.R. (Total Chlorine or Chloramine, mg/l)	Number of Samples Positive for Total Coliform	Number of Samples Positive For E. Coli	Percent of Samples Positive for Total Coliform (for systems required to collect 40 or more samples)
May/2024	25	25	25	0.63	0	0	

#### Original Positive Samples

Collection Date	Distribution Location (address or name of facility)	Analysis Date	Results (Total Coliform/E. Coli)

#### Repeat Samples (Lab may attach sheet with additional repeat sample locations.)

Collection Date	Source/Well(s) or Distribution Location (address or name of facility)	Analysis Date	Results (Total Coliform/E. Coli)

\*Disinfectant Residual (chlorine/chloramine) monitoring samples must be collected at the same sample points and same time as coliform samples.

Sample #	Location	Rec Temp	CI Residual	Sample #	Location	Rec Temp	CI Residual
Sample #1	Country Inn			Sample #14	Speedway East		
Sample #2	Speedway ALB			Sample #15	Tom Thumb		
Sample #3	CTs Laundry			Sample #16	HVR City Hall		
Sample #4	Radzwill			Sample #17	Delmers		
Sample #5	Kwik Trip			Sample #18	Country Inn		
Sample #6	Speedway West			Sample #19	Speedway ALB		
Sample #7	STMPW			Sample #20	CTs Laundry		
Sample #8	Mill Pond Apts			Sample #21	Radzwill		
Sample #9	Cascys			Sample #22	Kwik Trip		
Sample #10	CTs Laundry			Sample #23	Speedway West		
Sample #11	Particle Control			Sample #24	40 Balsam		
Sample #12	Center Cut Meats			Sample #25	Millpond Apts		
Sample #13	Holiday						

Sample(s) met thermal preservation requirements

Year: 2024

(2024 Cycle)

Month:

May

U.S. ENVIRONMENTAL PROTECTION AGENCY MONTHLY MONITORING REPORT  
FOR CLASS V INJECTION WELLS

UIC PERMIT NUMBER: MN-171-5R21-0002

OPERATOR NAME: Joint Powers Water Board

ADDRESS: 11000 50th St NE

WELL NAME:

Well 9

CITY/STATE/ZIP: Albertville, MN 55301

WELL COUNTY:

Wright

PHONE: (763) 497-3611

MONTHLY REQUIREMENTS

Injection (Gallons)	Total Injection Period YTD Volume	Total Report Month Volume	Total Injection Period Volume
	80,637,000	19,352,000	83,283,000

Injection Pressure & GPM	Average	Highest Value	Lowest Value
	Monthly Injection Pressure (psig)	46	47
Monthly Injection Flow Rate (GPM)	428.55	440	415

Recovery (Gallons)	Total Recovery Period YTD Volume	Total Report Month Volume	% of Injection Period Total Volume
	0	0	0.00%

COMMENTS:

The 2023 ASR cycle began in December 2023, with the injection phase. Test well 6 and ASR well 9 were flushed to waste and background testing & sampling was performed on both wells and the injection source, the Joint Powers distribution system, before injection was begun.

CERTIFICATION

I certify under the penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and punishment. (Ref. 40 CFR Section 144.32)

Dustin W. Carlson, Water Operations Supervisor & Facilities Manager

Name and Official Title

Signature:



Date Signed: 6-11-24

Year: 2024 (2024 Cycle)

Month: May

# Injection Phase

On-Site Testing

UIC PERMIT NUMBER: MN-171-5R21-0002  
 OPERATOR NAME: Joint Powers Water Board ASR PTC-3  
 SAMPLE LOCATION: Well 9 (Mt. Simon)

## Field Tested

	Date	YSI Professional Plus (Multi-Probe)							Hach DR 890 Chlorine, Total Residual mg/L
		Temperature °C	pH Std Units	Conductivity uS/cm	ORP mV	Dissolved Oxygen mg/L			
General Injection Background	1/2/2024	9.2	7.36	0.54	695.2	1.03			0.01
Well 9 Injection Background	1/2/2024	10.1	7.19	0.47	58.4	0.45			1.03
Monthly Well 9 Injection	2/28/2024	7.5	7.23	0.51	771.4	0.73			0.0
Monthly Well 9 Injection	3/28/2024	7.9	7.37	0.54	767.7	0.77			0.78
Monthly Well 9 Injection	4/30/2024	9.0	7	0.54	723.7	3.08			0.8
Monthly Well 9 Injection	5/21/2024	10	7.22	0.54	701.6	0.75			0.75
Monthly Well 9 Injection									
Monthly Well 9 Injection									
Well 9 Injection 95%									
Field Equipment:									
Constituent									
Units									
Detection Limit									
Federal Drinking Water Standard									
Method									Hach 8167.5th ED 2008

Year: 2024 (2024 Cycle) Month: May

UIC PERMIT NUMBER: MN-171-5R21-0002  
 OPERATOR NAME: Joint Powers Water Board ASR PTC-3  
 SAMPLE LOCATION: Well 9 (Mt. Simon)

## Injection Phase

Independent Lab Testing

### Metals

	Constituent	Aluminum ug/L	Arsenic ug/L	Calcium ug/L	Copper ug/L	Iron ug/L	Lead ug/L	Magnesium ug/L	Manganese ug/L	Potassium ug/L	Sodium ug/L
	Units Detection Limit	4	0.5	400	0.5	50	0.1	100	0.5	20	50
General Injection Background		<1.7	<0.60	89,000	0.85	<0.0080	<0.13	34,000	1.1	3,800	10,000
Well 9 Injection Background		3.50	<0.60	91,000	<0.57	190.00	<0.13	35,000	5.70	3,500	11,000
Monthly Well 9 Injection		1.8	<0.60	95,000	<0.57	<0.0080	<0.13	36,000	<0.66	3,700	10,000
Monthly Well 9 Injection		<1.7	<0.60	90,000	<0.57	<0.0080	<0.13	34,000	0.77	3,600	9,400
Monthly Well 9 Injection		<1.7	<0.60	93,000	<0.57	<0.0080	<0.13	34,000	<0.66	3,400	10,000
Monthly Well 9 Injection											
Monthly Well 9 Injection											
Monthly Well 9 Injection											
Well 9 Injection 95%	Federal Drinking Water Standard Method	200	10		1000	300			50		
	EPA 200.7	EPA 200.7	EPA 200.8	EPA 200.7	EPA 200.8	EPA 200.7	EPA 200.8	EPA 200.7	EPA 200.8	EPA 200.7	EPA 200.7

\* See cover page for explanation of this parameter data.

Year: 2024 (2024 Cycle)

Month: May

UIC PERMIT NUMBER: MN-171-SR21-0002

OPERATOR NAME: Joint Powers Water Board ASR PTC-3

SAMPLE LOCATION: Well 9 (Mt. Simon)

# Injection Phase

Independent Lab Testing

## General Chemistry

Constituent	Alkalinity, Total as CaCO3	Chloride	Fluoride	Nitrogen, Ammonia	Phosphorous	Silica, Dissolved	Sulfate	Total Hardness by 2340B	Nitrogen, Kjeldahl, Total	Total Organic Carbon
Units	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L
General Injection Background	5	2	0.1	0.04	0.4	1	205	1420	1	2
Well 9 Injection Background	340	11.00	0.71	<0.014	0.60	24.00	12.00	360	0.35	1.50
Monthly Well 9 Injection	330	12.00	0.71	<0.014	0.71	22.00	12.00	370	0.37	1.83
Monthly Well 9 Injection	340	10.00		0.014	0.49	27.00	11.00	390	<0.19	1.53
Monthly Well 9 Injection	340	11.00		<0.014	0.69	23.00	12.00		<0.19	1.60
Monthly Well 9 Injection	340	12.00		0.02	0.55	24.00	11.00	370	<0.19	1.69
Monthly Well 9 Injection										
Monthly Well 9 Injection										
Monthly Well 9 Injection										
Monthly Well 9 Injection										
Injection 95%										
Federal Drinking Water Standard		250	2				250			
Method	SM 2320B	SM 4500-Cl	SM 4500F/C	EPA 350.1	SM 4500-P E	EPA 200.7	ASTM D516	EPA 200.8	EPA 351.2	SM 5310C

Year: 2024 (2024 Cycle)

Month: May

UIC PERMIT NUMBER: MN-171-5R21-0002

OPERATOR NAME: Joint Powers Water Board ASR PTC-3

SAMPLE LOCATION: Well 9 (Mt. Simon)

# Injection Phase

Independent Lab Testing

## Radionuclides & Uranium

Constituent	Gross Alpha pCi/L	Adjusted Gross Alpha pCi/L	Ra-226 pCi/L	Ra-228 pCi/L	Combined Radium pCi/L	Total Uranium pCi/L	Uranium - 234 pCi/L	Uranium - 235 pCi/L	Uranium - 238 pCi/L
Units Detection Limit						0.5			
General Injection Background	5.44	3.48	0.91	1.05	1.96	0.838	0.4450	0.0329	0.3600
Well 9 Injection Background	5.53	3.090	1.59	0.85	2.44	1.190	0.843	0.10400	0.2460
Monthly Well 9 Injection	-0.65	-1.361	1.10	0.63	1.1	0.711	0.385	0.00000	0.326
Monthly Well 9 Injection	2.49	1.831	0.98	0.17	0.98	0.659	0.296	0.00000	0.363
Monthly Well 9 Injection	2.33		0.28	1.44	1.44	0.928	0.658	0.05570	0.214
Monthly Well 9 Injection									
Monthly Well 9 Injection									
Monthly Well 9 Injection									
Monthly Well 9 Injection									
Well 9 Injection 95%									
Federal Drinking Water Standard		15	5	5	5				
Method	7100B		7500-Ra B	7500-Ra D		EPA 200.8	HSL-300	HSL-300	HSL-300



Year: 2024 (2024 Cycle)

Month: May

UIC PERMIT NUMBER: MN-171-5R21-0002

OPERATOR NAME: Joint Powers Water Board ASR PTC-3

SAMPLE LOCATION: Well 9 (Mt. Simon)

## Injection Phase

Independent Lab Testing

### Disinfection Byproducts

TTHM's & HAAS

Constituent	Bromodichloro-methane ug/L	Bromoform ug/L	Chloroform ug/L	Dibromochloro-methane ug/L	Total Trihalomethanes (Calc.) ug/L	Dibromo-acetic Acid ug/L	Dichloro-acetic Acid ug/L	Monobromo-acetic Acid ug/L	Monochloro-acetic Acid ug/L	Trichloro-acetic Acid ug/L	Total Haloacetic Acid ug/L
General Injection Background	0.5	0.5	4	0.5		1	1	1	1	1	
Well 9 Injection Background	1.5	<0.20	4.10	0.6	6.20	<0.60	2.70	<0.60	<1.2	3.1	5.8
Monthly Well 9 Injection	7.7	<0.20	27.00	2.2	36.90	<0.60	2.7	<0.60	<1.2	9.1	11.8
Monthly Well 9 Injection	3.40	<0.20	9.60	1.20	14.20	<0.60	4.10	<0.60	<1.2	5.70	9.80
Monthly Well 9 Injection	3.60	<0.20	9.20	1.30	14.10	<0.60	4.20	<0.60	<1.2	4.90	9.10
Monthly Well 9 Injection	2.6	<0.20	7.80	1.00	11.40	<0.60	4.80	<0.70	<1.1	5.50	10.30
Monthly Well 9 Injection											
Monthly Well 9 Injection											
Monthly Well 9 Injection											
Monthly Well 9 Injection											
Well 9 Injection 95%											
Federal Drinking Water Standard	EPA 524.2	EPA 524.2	EPA 524.2	EPA 524.2	EPA 524.2	EPA 552.2	EPA 552.2	EPA 552.2	EPA 552.2	EPA 552.2	EPA 552.2
					80						60

Year: 2024 (2024 Cycle) Month: May

UIC PERMIT NUMBER: MN-171-5R21-0002

OPERATOR NAME: Joint Powers Water Board ASR PTC-3

SAMPLE LOCATION: Hanover City Hall

Constituent	Units	Detection Limit	Pre-Recovery (Background)	Mid-Recovery	Late-Recovery	Federal Drinking Water Standard	Method
Date							
Bromodichloromethane	ug/L	0.5					EPA 524.2
Bromoform	ug/L	2					EPA 524.2
Chloroform	ug/L	0.5					EPA 524.2
Dibromochloromethane	ug/L	0.5					EPA 524.2
Total Trihalomethanes (Calc.)	ug/L					80	EPA 524.2
Dibromoacetic Acid	ug/L	1					EPA 552.2
Dichloroacetic Acid	ug/L	1					EPA 552.2
Monobromoacetic Acid	ug/L	1					EPA 552.2
Monochloroacetic Acid	ug/L	1					EPA 552.2
Trichloroacetic Acid	ug/L	1					EPA 552.2
Total Haloacetic Acid	ug/L					60	EPA 552.2

Year: 2024

(2024 Cycle)

Month:

May

UIC PERMIT NUMBER: MN-171-5R21-0002

OPERATOR NAME: Joint Powers Water Board ASR PTC-3

SAMPLE LOCATION: Well 9 (Mt. Simon)

Constituent	Units	Detection Limit	Well 9 5% Recovery	Well 9 30% Recovery	Well 9 60% Recovery	Well 9 100% Recovery	Federal Drinking Water Standard	Method
Date								
Temperature	°C							
pH	Std Units							
Conductivity	uS/cm							
ORP	mV							
Dissolved Oxygen (DO)	mg/L							
Chlorine, Total Residual	mg/L	0.01						HACH 8167 5th ED 2008
Aluminum	ug/L	4					200	EPA 200.8
Arsenic	ug/L	0.5					10	EPA 200.8
Calcium	ug/L	400						EPA 200.8
Copper	ug/L	0.5					1000	EPA 200.8
Iron	ug/L	50					300	EPA 200.8
Lead	ug/L	0.1						EPA 200.8
Magnesium	ug/L	100						EPA 200.8
Manganese	ug/L	0.5					50	EPA 200.8
Potassium	ug/L	20						EPA 200.8
Sodium	ug/L	50						EPA 200.8
Alkalinity, Total as CaCO3	mg/L	5						SM 2320B
Chloride	mg/L	2					250	SM 4500-Cl E
Fluoride	mg/L	0.1					2	SM 4500F/C
Nitrogen, Ammonia	mg/L	0.04						EPA 350.1
Phosphorous	mg/L	0.4						EPA 365.4
Silica, Dissolved	mg/L	1						EPA 200.7
Sulfate	mg/L	2.5					250	ASTM D516-02
Total Hardness by 2340B	mg/L	1420						EPA 200.8
Nitrogen, Kjeldahl, Total	mg/L	1						EPA 351.2
Total Organic Carbon	mg/L	2						EPA 9060
Gross Alpha	pCi/L							EPA 900.0
Adjusted Gross Alpha	pCi/L						15	
Ra-226	pCi/L						5	EPA 903.1
Ra-228	pCi/L						5	EPA 904.0
Ra-226 + Ra-228	pCi/L						5	
Total Uranium (238)	pCi/L	0.5						EPA 200.8
Bromodichloromethane	ug/L	0.5						EPA 524.2
Bromoform	ug/L	4						EPA 524.2
Chloroform	ug/L	0.5						EPA 524.2
Dibromochloromethane	ug/L	0.5						EPA 524.2
Total Trihalomethanes (Calc.)	ug/L						80	EPA 524.2
Dibromoacetic Acid	ug/L	1						EPA 552.2
Dichloroacetic Acid	ug/L	1						EPA 552.2
Monobromoacetic Acid	ug/L	1						EPA 552.2
Monochloroacetic Acid	ug/L	1						EPA 552.2
Trichloroacetic Acid	ug/L	1						EPA 552.2
Total Haloacetic Acid	ug/L						60	EPA 552.2
Uranium - 234	pCi/L							HSL-300
Uranium - 235	pCi/L							HSL-300
Uranium - 238	pCi/L							HSL-300

UIC PERMIT NUMBER: MN-171-5R21-0002OPERATOR NAME: Joint Powers Water Board ASR PTC-3SAMPLE LOCATION: Test Well 6 (Mt. Simon)

Constituent	Units	Detection Limit	Test Well 6 Background Injection	Test Well 6 95% Injection	Test Well 6 100% Recovery	Federal Drinking Water Standard	Method
Date			1/2/2024				
Temperature	°C		10.0				
pH	Std Units		6.47				
Conductivity	uS/cm		0.441				
ORP	mV		-68.10				
Dissolved Oxygen (DO)	mg/L		1.81				
Chlorine, Total Residual	ug/L	0.01	0.00				HACH 8167 5th ED 2008
Aluminum	ug/L	4	<1.7			200	EPA 524.2
Arsenic	ug/L	0.5	1.00			10	EPA 524.2
Calcium	ug/L	400	77,000				EPA 524.2
Copper	ug/L	0.5	<0.57			1000	EPA 524.2
Iron	ug/L	50	1,700.00			300	EPA 524.2
Lead	ug/L	0.1	<0.13				EPA 524.2
Magnesium	ug/L	100	28,000.00				EPA 524.2
Manganese	ug/L	0.5	220.00			50	EPA 524.2
Potassium	ug/L	20	2,300.00				EPA 524.2
Sodium	ug/L	50	5,200.00				EPA 524.2
Alkalinity, Total as CaCO3	mg/L	5	270				SM 2320B
Chloride	mg/L	2	0.59			250	SM 4500-CI E
Fluoride	mg/L	0.1				2	SM 4500F/C
Nitrogen, Ammonia	mg/L	0.04	0.14				EPA 350.1
Phosphorous	mg/L	0.4	<0.021				EPA 365.4
Silica, Dissolved	mg/L	1	9.70				200.7 MET ICP
Sulfate	mg/L	2.5	16.00			250	ASTM D516-02
Total Hardness by 2340B	mg/L	1420	310.00				EPA 200.8
Nitrogen, Kjeldahl, Total	mg/L	1	0.38				EPA 351.2
Total Organic Carbon	mg/L	2	0.682				EPA 9060
Gross Alpha	pCi/L		17.70				EPA 900.0
Adjusted Gross Alpha	pCi/L		15.52			15	
Ra-226	pCi/L		4			5	EPA 903.1
Ra-228	pCi/L		2.14			5	EPA 904.0
Ra-226 + Ra-228	pCi/L		6.17			5	
Total Uranium	ug/L	0.5	1.00				EPA 200.8
Bromodichloromethane	ug/L	0.5	<0.10				EPA 524.2
Bromoform	ug/L	4	<0.20				EPA 524.2
Chloroform	ug/L	0.5	<0.20				EPA 524.2
Dibromochloromethane	ug/L	0.5	<0.10				EPA 524.2
Total Trihalomethanes (Calc.)	ug/L		<0.20			80	EPA 524.2
Dirbomoacetic Acid	ug/L	1	<0.60				EPA 552.2
Dichloroacetic Acid	ug/L	1	<0.60				EPA 552.2
Monobromoacetic Acid	ug/L	1	<0.60				EPA 552.2
Monochloroacetic Acid	ug/L	1	<1.2				EPA 552.2
Trichloroacetic Acid	ug/L	1	<0.50				EPA 552.2
Total Haloacetic Acid	ug/L		<1.2			60	EPA 552.2
Uranium - 234	pCi/L		1.710				HSL-300
Uranium - 235	pCi/L		0.056				HSL-300
Uranium - 238	pCi/L		0.410				HSL-300

## MEMO

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**TO :** Joint Powers Water Board  
**FROM :** John Seifert  
**DATE :** June 21, 2024  
**SUBJECT :** Approval of Construction Scope and Fee for ASR / 15th Street NE Watermain Looping Project

AE2S's original RFP that was selected and approved by the Board for the ASR / 15<sup>th</sup> Street NE Watermain Looping Project had an estimated scope of services. From this estimate, further refinement of scope has reduced the fee by \$10,000 to reflect the attached scope of service with special inspections included. The attached construction scope and fee was reviewed by TAC members and is recommended for approval.

**Recommended Action:**

- Staff recommends approving AE2S's construction scope and fee for the ASR/15<sup>th</sup> Street NE Watermain Looping Project in the amount of \$92,665.



May 1, 2024

Mr. John Seifert  
General Manager  
Veolia North America  
11100 50th Street NE  
Albertville, MN 55301

**Re: ASR / 15th Street NE Watermain Looping Project  
Construction Scope and Fee**

Dear Mr. Seifert:

Thank you for the opportunity to submit this proposal to provide construction services for the above referenced project. Below please find a detailed scope and fee.

**Construction Phase**

- A. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract.
- B. Resident Project Representative (RPR): Provide the services of an RPR at the Site. Full time inspection is anticipated during four (4) weeks for critical construction components per the preliminary construction schedule submitted by Minger. Part-time inspection is anticipated for the remainder of the project. It is anticipated that the total duration of construction will be eight (8) weeks per the bidding documents and the Contractor's preliminary schedule.
- C. Independent Testing Laboratory: Provide Independent Testing services via a subconsultant (AET) as needed to comply with the Owner testing requirements detailed in the specifications.
- D. Surveying: Provide surveying services via a subconsultant (True North Surveys) as needed to comply with the scope detailed in Section 01720 of the specifications.
- E. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- F. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to AE2S, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.



- G. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress, make visits to the Site at intervals appropriate to the various stages of construction, as AE2S deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, AE2S will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and AE2S shall keep Owner informed of the progress of the Work.
- H. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- I. Field Orders: Subject to any limitations in the Construction Contract Documents, AE2S may prepare and issue Field Orders requiring minor changes in the Work.
- J. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- K. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents.
- L. Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- M. Applications for Payment: Review and recommend payment based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- N. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved. Receive from Contractor, review, and transmit to Owner the



annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment.

- O. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion.
- P. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that AE2S may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, AE2S shall also provide a notice to Owner and Contractor that the Work is acceptable.

### **Post-Construction Phase**

Upon written authorization from Owner during the Post-Construction Phase, AE2S shall:

- A. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
- B. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

### **Fee Proposal Estimate**

AE2S will complete the proposed scope of services outlined above for an hourly, not-to-exceed, fee of **\$92,665**. Attachment 1 depicts the anticipated fee estimate to complete each task based on our 2024 hourly rate schedule. Professional fees and expenses are based on the understanding presented within this letter.

### **Schedule**

AE2S services are based on the Contractor's preliminary schedule of eight (8) weeks.





We appreciate the opportunity to assist the JPWB with this work and look forward to collaborating with you on this effort. If you have any questions or comments regarding our proposed services or if you need additional information, please do not hesitate to contact me at (763) 204-5303.

Sincerely,

**AE2S**

Ursinio Puga, PE  
Project Manager

Justin Klabo, PE  
Operations Manager

**Date: May 1, 2024**

<b>JPWB Water Storage Tank &amp; Trunk Watermain Extension Fee - Construction Phase Ammendment</b>					
	2024 Billing Rate	Project Manager PM	Sr Designer	Const. Services Lead	Const. Services Staff
<b>Phase 060 - Construction Services</b>	<b>\$ 197</b>	<b>123</b>	<b>12</b>	<b>49</b>	<b>221</b>
Project Management and General Construction Administration	20				
Pre-Construction Conference (2 Hrs.) and Pre & Post Meeting Preparation (2 Hrs.)	7		3		
Shop Drawing and Submittal Review	8				
Change Orders & RFIs	9				
Review Construction Schedules	3				
Process Partial and Final Pay Applications	11				
Construction Survey & Coordination (Scope per 01720 - Field Engineering - True North Surveys)	4				6
Construction Observation and Construction Meetings	15			46	185
Materials Testing (AET) and Coordination	4				8
Substantial Completion Punchlist	6				6
Final Completion Review and Walkthrough	5				6
Record Drawings & O&M Manuals	11		12		10
Project Close-Out	16				
1-Year Walkthrough	4				
<b>Estimated Subtotal Hours for AE2S Staff</b>	<b>123</b>	<b>12</b>	<b>49</b>	<b>221</b>	<b>221</b>
<b>Estimated Labor and Expenses for AE2S Staff</b>	<b>\$ 24,231</b>	<b>\$ 2,460</b>	<b>\$ 10,627</b>	<b>\$ 30,912</b>	<b>\$ 30,912</b>
	Project Manager	Sr Designer	Const. Services Lead	Const. Services Staff	

## **JOINT POWERS WATER BOARD WIRE TRANSFER POLICY AND PROCEDURE**

### **Section I. Policy Statement**

This Wire Transfer Policy and Procedure (“Policy”) outlines the guidelines and steps to be followed by employees of Veolia Water N.A. (“Employees”) on behalf of the Joint Powers Water Board (“JPWB”) when initiating or approving wire transfers. The purpose of this policy is to ensure the secure and accurate transfer of funds while minimizing the risk of fraudulent activities and errors. Compliance with this policy is mandatory for all Employees involved in the wire transfer policy.

### **Section II. Scope**

This policy applies to all Employees who have the authority to initiate or approve wire transfers on behalf of JPWB.

### **Section III. Wire Transfer Authorization**

1. **Authorized Personnel.** The below Employees may initiate or approve wire transfers. The list of authorized personnel will be maintained and updated by the General Manager and approved by the JPWB.
  - General Manager
  - Office Manager
  - Finance Administrative Assistant
  - Other Employees designated by the JPWB may initiate or approve wire transfers.
2. **Dual Authorization.** All wire transfers must require dual authorization. This means that two authorized Employees must independently verify and approve each wire transfer. The first Employee initiates the transfer and the second Employee approves it.

### **Section IV. Wire Transfer Request Process**

1. **Request Initiation.** The Employee requesting the wire transfer must complete a Wire Transfer Request Form, including the following information and must ensure accuracy and completeness of the information provided:
  - Beneficiary’s name and bank account details
  - Amount to be transferred
  - Purpose of the transfer
  - Any supporting documentation required.
2. **Verification.** Within one business day, the Office Manager will verify the request for accuracy and completeness and will validate the authenticity of the requestor’s identity and authorization via phone call to the direct recipient and exact match payee information on file.
3. **Dual Authorization.** The first authorized Employee initiates the wire transfer using the JPWB’s online banking system or designated wire transfer platform, after exact match verification of finance accounts payable information and phone call to the recipient by the Office Manager. The second authorized Employee independently reviews the wire transfer request of exact match finance payables information and phone call to the recipient, ensuring that it aligns with the JPWB policies and financial objectives. Both authorized Employees must sign off on the wire transfer request, confirming their approval.

4. **Documentation.**

- Copies of the Wire Transfer Request Form, authorization records, and any supporting documentation must be maintained for audit and recorded-keeping purposes.
- A list of all transactions will be submitted to the Joint Powers Water Board at the next regular meeting after the transaction.

**Section V. Security Measures**

1. **User Access Control.** Access to the JPWB's online banking system or wire transfer platform is restricted to authorized personnel only. Multi-Factor Authorization must be used with passwords and access credentials must be securely managed and regularly updated.
2. **Initial Transfer.** The initial transfer to the beneficiary will be \$1.00 to confirm funds are being transferred to the correct beneficiary.
3. **Employee Training.** Employees involved in wire transfer activities must undergo periodic training on wire transfer policies and procedures. Employees must be aware of common wire transfer fraud schemes and exercise caution.

**Section VI. Review and Compliance**

The Wire Transfer Policy and Procedure will be reviewed annually to ensure its effectiveness and compliance with regulatory changes. Non-compliance with this policy may result in disciplinary action, up to and including termination of employment. A certified copy of the delegation of authority will be provided to the disbursing bank.

**Section VII. Acknowledgment**

I, (Employee Name), acknowledge that I have read and understand the Wire Transfer Policy and Procedure of the Joint Powers Water Board. I agree to comply with all the requirements and guidelines outlined in this policy.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Adopted by the Joint Powers Water Board on \_\_\_\_\_.

**Appendix: Wire Transfer Request Form**

- **Requestor Information**

- Full Name: \_\_\_\_\_

- **Wire Transfer Details**

- Beneficiary Name: \_\_\_\_\_

- Beneficiary's Bank Name: \_\_\_\_\_

- Beneficiary's Bank Address: \_\_\_\_\_

- Beneficiary's Account Number: \_\_\_\_\_

- Amount to be Transferred: \_\_\_\_\_

- Purpose of Transfer: \_\_\_\_\_

- Supporting Documentation (if any): \_\_\_\_\_

- **Office Manager Verification**

- Verified by Office Manager (Name): \_\_\_\_\_

- Date: \_\_\_\_\_

- **Dual Authorization**

- First Authorized Employee (Signature): \_\_\_\_\_

- Second Authorized Employee (Signature): \_\_\_\_\_

## **JOINT POWERS WATER BOARD PURCHASING POLICY**

### **Section I. Purpose**

The purpose of this policy is to establish the procedures for purchases made on behalf of Joint Powers Water Board (JPWB). This policy has the following objectives:

1. To ensure that purchases comply with all applicable laws;
2. To provide clear and consistent guidelines for contractors to follow;
3. To provide clear and consistent guidelines for authorized JPWB employees (Staff) /purchasers to follow;
4. To limit the discretion of Staff and thus limit the possibility of fraud or favoritism.

### **Section II. Purchasing Oversight**

The General Manager is the Purchasing Agent for JPWB and is responsible for purchasing items within the JPWB budget. All contracts, bonds, and instruments of every kind to which JPWB is a party shall be signed by the JPWB Chairperson (Chair) and/or the General Manager on behalf of JPWB and shall be executed in the name of JPWB. All credit applications must be submitted to and approved by the JPWB Board (Board).

### **Section III. Conflict of Interest**

Any employee, appointed, or elected official who has a family or personal relationship with a vendor must disclose that relationship to the Board. The Board on a case by case basis shall determine the level of involvement a representative of Staff or the Board may have in dealing with a vendor, in which a family or personal relationship has been disclosed.

### **Section IV. Purchasing Levels**

The General Manager shall have the authority to authorize and/or approve purchases up to \$5,000 based on appropriations contained in the JPWB Budget (Budget). The Board shall approve all purchases over \$5,000 based on appropriations contained in the Budget, or items not appropriated through the annual Budget.

For purchases or contracts in excess of \$5,000, quotes or sealed bids shall be received and presented to the General Manager and Board for official action. The General Manager shall advise the Board on the advantages or disadvantages of contract and bid proposals. If quotes are received, they will be kept on file for at least one year.

Minnesota §471.345, Subd. 15 requires municipalities to consider the Cooperative Purchasing Venture (CPV) for contracts estimated to exceed \$25,000. For these contracts, a municipality must consider the availability, price and quantity of supplies, materials, or equipment available through the state's CPV before purchasing through another source.

Purchases or contracts exceeding \$175,000 require formal sealed bids solicited by public notice in accordance with Minnesota §471.345, Subd. 3. The competitive bidding law applies to:

- Contracts for the purchase or rental of supplies, materials or equipment.
- Contracts for the construction, alteration, repair, or maintenance of real or personal property.

The purchaser shall prepare or cause to be prepared, the specifications, the advertisement to solicit sealed bids, the opening and tabulation of bids, and any necessary investigation of the bids. The General Manager shall recommend to the Board the lowest responsible bid and the Board shall accept such bid. In all cases, the Board reserves the right to accept or reject any or all of the bids, and waive informalities therein.

Exclusions from Competitive Bidding Requirements

It is not legally necessary to advertise for bids for:

- Non-contracts or certain agreements (Minn. §471.345, Subd. 2).
- Electronic purchases through reverse auctions (Minn. §471.345, Subd. 16).
- Professional services such as those provided by doctors, engineers, lawyers, architects, accountants, and other services requiring technical, scientific, or professional training.
- The purchase or lease of real estate.
- Insurance contracts (Minn. §471.6161).
- Certain public safety equipment if the equipment is limited to a single source of supply (Minn. §471.3455).

**Section V. Purchasing Procedures**

Purchases may be made by the following methods:

1. Purchase orders
2. Auction or Government surplus
3. Emergency purchasing
4. Disaster purchasing

**Use of Purchase Orders**

These procedures apply to the purchase of supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property. All purchases must be consistent with the approved annual budget. All telephone or verbal quotes must be followed with written confirmation.

**1. Purchases of less than \$5,000**

The purchase may be made in the open market by the General Manager. The purchase should be based on a minimum of two (2) quotations. Quotations may be obtained by telephone or in written form via facsimile, delivery service, or Internet. Quotations must have a specific date and time period for which they are valid. All quotations should be kept on file for a minimum of one (1) year and include the names of vendors providing the quotations, the amounts of the quotations, and each successful quotation signed and dated. Quotations from unsuccessful bidders should be attached to the payment voucher of the successful bidder. A Purchase Order must be completed. General Manager approval is required.

**2. Purchases from \$5,001 to \$175,000**

The proposed purchase must be presented to Board for approval before the commencement of the purchasing process. The purchase may be made either via sealed bids or by obtaining three (3) or more written quotations, without advertising for bids or otherwise complying with the requirements of competitive bidding laws. Quotations may be obtained by telephone or in written form via facsimile, delivery

service, or Internet. Quotations must have a specific date and time period for which they are valid. All quotations should be kept on file for a minimum of one (1) year and include the names of vendors providing the quotations, the amount of the quotations, and each successful quotation signed and dated. If quotations are obtained by phone, they must be followed up with a signed quotation to be considered a valid quotation. The quotations must be forwarded to the Board for selection and approval. This approval shall be accomplished by an agenda write-up submitted for consideration at a regularly scheduled Board meeting. A Purchase Order must be completed.

**4. Purchases exceeding \$175,000**

The proposed purchase must be presented to the Board for approval before the commencement of the purchasing process. Purchases or contracts exceeding \$175,000 require formal sealed bids solicited by public notice in accordance with Minn. §471.345, Subd.3. The purchaser shall prepare or cause to be prepared, the specifications, the advertisement to solicit sealed bids, the opening and tabulation of bids, and any necessary investigation of the bids. The General Manager shall recommend to the Board which bid is the lowest responsible bid. The Board shall accept such bid. In all cases, the Board reserves the right to accept or reject any or all of the bids, and waive informalities therein.

The Board has reasonable discretion in determining the lowest responsible bidder. Not only must a successful bidder submit the lowest bid price and substantially meet the terms and conditions of the specifications, the low bidder must be considered "responsible" and have the capacity to perform the proposed contract. "Responsibility" includes such considerations as the bidders' financial responsibility, integrity, ability, skill, and likelihood of providing faithful and satisfactory performance. There is more latitude in purchasing items of equipment not capable of exact specifications. In making such a purchase, the Board may exercise reasonable discretion in determining the lowest responsible bidder. The Board may consider, in addition to the bid price, the quality, suitability, and adaptability of the article for its intended use.

**Exclusions from Competitive Bidding Requirements**

It is not legally necessary to advertise for bids for:

1. Professional services such as those provided by doctors, engineers, lawyers, architects, accountants, and other services requiring technical, scientific, or professional training. Before contracting any professional service over \$4,999, Board approval is required. The Board will decide if quotations or bids are appropriate even though not legally required;
2. The purchase or lease of real estate;
3. The purchase of non-competitive products patented or obtainable from only one source. Demonstration of this circumstance must meet statutory requirements for a "sole source vendor" purchase.



### **Auction or Government Surplus**

Generally, purchases over \$5,000 require prior Board approval. From time to time, opportunities to purchase at auction or from government surplus sites arise. These purchases can offer great discounts or reduced pricing. The time frame for taking advantage of the reduced pricing may be a small window. Therefore, the General Manager has the ability to make such purchases for up to \$10,000 as long as funds are allocated in the budget for any equipment or item bought on auction or from a surplus site. Such purchases will be reviewed and approved by Board as soon thereafter as time permits.

### **Emergency Purchasing**

When an emergency occurs that may jeopardize public safety or the health and welfare of employees or citizens, the General Manager may authorize a necessary emergency purchase. Emergency purchases and the reason for the purchase shall be reported to the Board within 24 hours. The General Manager will report to Board as quickly as possible.

The Emergency Management Act (Minn. §12.37) gives cities the ability to declare an emergency for a limited period of time for “an unforeseen combination of circumstances that calls for immediate action to prevent a disaster from developing or occurring” or for a disaster (“a situation that creates an actual or imminent serious threat to the health and safety of persons”). During the declaration the Board is not required to use mandated contracting procedures.

### **Disaster Purchasing**

The General Manager may declare a local disaster or emergency. The declaration shall not be continued for a period in excess of three (3) days except by, or with the consent of, the Board. A disaster may result from fire, flood, tornado, blizzard, destructive winds, or other natural causes, or from sabotage, hostile action, or from hazardous material mishaps or catastrophic measures, or emergencies that are technological in nature.

During a declared emergency, the Board may enter into contracts and incur obligations necessary to combat the disaster by protecting the health and safety of persons and property, and providing assistance to victims of such disasters. The Board may exercise such power as deemed necessary without complying with purchasing procedures prescribed by law pertaining to the performance of public work, entering into rental equipment agreements, purchase of supplies and materials, limitations upon tax levies, and the appropriation and expenditures of public funds, including, but not limited to, publication of resolutions, publication of call for bids, provisions of personnel laws and rules, provisions related to low bids, and requirement for budgets.

### **Invoice Approval**

The General Manager shall review all invoices for expenditures and verify the validity of the charges. The General Manager shall sign and appropriately code invoices after ascertaining that the goods or services have been delivered to the Board in the quantities listed and that the amounts charged are correct. The packing list or other documentation of receipt should be attached to the signed invoice. All purchases/payments shall be reviewed and ratified by the Board at their regular meeting before payments are released.

Payments will only be made from the original invoice; payments from statements are not allowed.

**Section VI. Procedures after Purchase**

It is the responsibility of the General Manager to ensure goods or services are delivered in an acceptable manner. An invoice must be procured for all goods or services for payment. Invoices must have the following items:

- Date of service
- Date of invoice
- Description of goods or services
- Amount
- Name and address of vendor

Invoices must also show JPWB as the paying customer. All invoices must be approved by the General Manager and forwarded to the Office Manager for payment. All purchases are approved by Board at each regularly scheduled meeting.

Adopted by the Joint Powers Water Board on \_\_\_\_\_.



## MEMORANDUM

TO: Joint Powers Water Board

FROM: Christopher Larson, P.E.

DATE: June 18, 2024

RE: MBI Pay App No. 8 - Filter Rehabilitation

Attached is Application for Payment No. 8 from Municipal Builders, Inc. This application for payment is for work on the Filter Rehab Project through June 10, 2024. I have reviewed this application for payment and believe it to accurately reflect work completed through the above referenced date. We recommend that the Board pay the requested amount of \$85,694.02.

Attachments: MBI Application for Payment No. 8

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO (Engineer):

SEH  
3535 VADNAIS CENTER DR  
ST PAUL, MN 55110

PROJECT:

JOINT POWERS FILTER REHABILITATION  
ALBERTVILLE, MN

APPLICATION: EIGHT

PERIOD FROM: 4/11/2024  
TO: 6/10/2024

FROM (Contractor)

MUNICIPAL BUILDERS, INC.  
7900 OLD VIKING BLVD  
NOWTHEN, MN 55303

CONTRACT FOR:

JOINT POWERS WATER BOARD  
11100 50TH STREET NE  
ALBERTVILLE, MN 55301

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS	
TOTAL			
Approved this Month	34,305.31		
Number Date Approved			
1			
TOTALS	34,305.31	0.00	
Net change by Change Orders			34,305.31

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work Covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is not due.

CONTRACTOR:   
By: \_\_\_\_\_ Date: 6-19-24  
CITY: \_\_\_\_\_ Date: \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.


The present status of the account for this Contract is as follows:

PERCENT COMPLETE TO DATE..... 93%  
ORIGINAL CONTRACT SUM \$ 1,957,000.00  
Net change by Change Orders..... \$ 34,305.31  
CONTRACT SUM TO DATE..... \$ 1,991,305.31

TOTAL COMPLETED & STORED TO DATE..... \$ 1,857,350.68  
(Column G on G703)  
1% RETAINAGE..... \$ 18,573.51  
or total in Column I on G703  
TOTAL EARNED LESS RETAINAGE..... \$ 1,838,777.17  
LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 1,753,083.15  
CURRENT PAYMENT DUE..... \$ 85,694.02

AMOUNT CERTIFIED \$ 85,694.02

(Attach explanation if amount certified differs from the amount applied for)  
ENGINEER:

By:  Date: 6/18/24  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing										
APPLICATION NUMBER: EIGHT										
Contractor's signed Certification is attached.										
Period From: 4/11/2024										
To: 6/10/2024										
Use Column 1 on Contracts where variable retainage for line items may apply.										
A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK		E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	COMPLETED THIS PERIOD						
1	<b>GENERAL REQUIREMENTS</b>									
1.1	MOBILIZATION	97,800.00	97,800.00	0.00	0.00	0.00	97,800.00	100%	0.00	4,890.00
1.2	BOND & INSURANCE	17,200.00	17,200.00	0.00	0.00	0.00	17,200.00	100%	0.00	860.00
2	<b>EXISTING CONDITIONS</b>									
2.1	VAC./DEMO FILTER INTERNALS	187,000.00	187,000.00	0.00	0.00	0.00	187,000.00	100%	0.00	9,350.00
2.2	MEDIA DISPOSAL ALLOWANCE	175,000.00	41,045.37	0.00	0.00	0.00	41,045.37	23%	133,954.63	2,052.27
2.3	HAULING MEDIA	54,000.00	42,000.00	12,000.00	0.00	0.00	54,000.00	100%	0.00	2,700.00
9	<b>FINISHES</b>									
9.1	COATINGS	490,000.00	490,000.00	0.00	0.00	0.00	490,000.00	100%	0.00	24,500.00
40	<b>PROCESS INTEGRATION</b>									
40.1	FILTER MEDIA & EQUIPMENT	936,000.00	936,000.00	0.00	0.00	0.00	936,000.00	100%	0.00	46,800.00
50	<b>CHANGE ORDER</b>									
50.1	CHANGE ORDER 1	34,305.31	34,305.31	0.00	0.00	0.00	34,305.31	100%	0.00	1,715.27
		1,991,305.31	1,845,350.68	12,000.00	0.00	0.00	1,857,350.68	93%	133,954.63	92,867.54

# **GENERAL BUSINESS**

**MEMO**

**TO :** Joint Powers Water Board  
**FROM :** John Seifert  
**DATE :** June 18, 2024  
**SUBJECT :** First Amendment to 2019 Verizon Wireless Site Lease Agreement

The Joint Powers Water Board previously authorized Staff and the Board's attorney, Scott Landsman, to negotiate an amendment to an existing lease agreement for tower space on the East Water Tower located on 50th Street. The Verizon legal department approved the First Amendment as attached.

Recently, the Verizon site coordinator has progressed the site plan review process through JPWB's site consultant (SEH Engineering), to the final stage. With the structural and electrical reviews complete, Staff and consultants are recommending approval to Verizon conditioned on the execution of the attached First Amendment.

This amendment accomplishes the following JPWB goals:

1. Increasing the starting rent to \$25,850 per year;
2. Inclusion of funds to cover our review time for legal fees of \$2,000; and
3. Commencement Date timeline to be defined as the first day of the month following the issuance of a Building Permit by the City of St. Michael.

Staff recommends that the Board approve the First Amendment to the Verizon Lease as presented. Verizon is looking to start the build in late summer of 2024.

Recommended Motion:

- Staff recommends a motion to approve the First Amendment to the Verizon Lease as presented.

**FIRST AMENDMENT TO SITE LEASE AGREEMENT**

This First Amendment to Site Lease Agreement (“**Amendment**”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **Hanover, St. Michael and Albertville Joint Powers Board**, a Minnesota Joint Powers Board, with its principal offices at 11100 50<sup>th</sup> St. NE, Albertville, MN 55301 (“**Landlord**”) and **Cellco Partnership** d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 966-862-4404) (“**Tenant**”). Landlord and Tenant are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”.

**WHEREAS**, Landlord and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, predecessor in interest to Tenant, entered into a Site Lease Agreement dated August 26, 2019 (the “**Agreement**”) whereby Tenant leases from Landlord certain space at 50th Street NE, City of St. Michael, County of Wright, State of Minnesota, as further described in the Agreement;

**WHEREAS**, the Parties desire to amend the Agreement in order to document certain modifications to Tenant’s equipment and to otherwise modify the Agreement as hereinafter described.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. The above recitals are incorporated herein by reference. Except as expressly set forth in this Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
2. As consideration for the modifications to Tenant’s equipment and the period between the Effective Date and the Commencement Date, the annual rental payable during the Initial Term, as set forth in Section 4.a. of the Agreement, is hereby increased to a new total annual amount of Twenty Five Thousand Eight Hundred Fifty and 00/100 Dollars (\$25,850.00). The annual rent, as modified by this Amendment, shall escalate during the Renewal Terms in accordance with Section 4.a. of the Agreement.
3. Exhibit B to the Agreement is hereby replaced and superseded by **Exhibit B-1**, attached hereto and incorporated herein.
4. The Commencement Date shall commence upon the first day of the month in which Tenant receives a permit to install its equipment described in attached **Exhibit B-1**.
5. Tenant shall pay to Landlord, within ninety (90) days of the date of this Amendment, Two Thousand and No/100 Dollars (\$2,000.00). This payment is for the Landlord’s costs associated with reviewing this Amendment.



6. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. The Parties hereby ratify the Agreement, as amended by this Amendment.

7. The Agreement and this Amendment contain all agreements, promises or understandings between the Parties. No oral agreements, promises or understandings shall be binding upon either Party in any dispute, controversy or proceeding at law. Any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment. Each of the Parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such Party has the full right, power and authority to enter into and execute this Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

*Remainder of this page intentionally left blank; signature page and exhibits follow*

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

LANDLORD:

**Hanover, St. Michael and Albertville Joint Powers Board**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT:

**Cellco Partnership**  
d/b/a Verizon Wireless

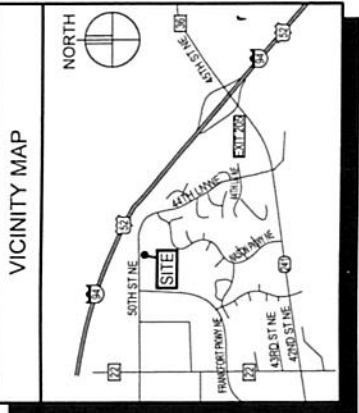
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT B-1**



# MIN BIGWOODS NEW BUILD

PROJECT INFORMATION	
SITE NAME:	MIN BIGWOODS
SITE ADDRESS:	50TH STREET N.E. ST. MICHAEL, MN 55376
COUNTY:	WRIGHT
LATITUDE:	N 45° 13' 26.83" (N4083)
LONGITUDE:	W 93° 36' 52.17" (W4083)
DRAWING BASED ON:	12.11.23
SITE DATA FORM DATED:	VB OCCUPANCY: 5-2
CONSTRUCTION TYPE:	16.0' X 25.5' + 408 S.F.
SITE AREA:	



### LOCATION SCAN

ISSUE SUMMARY	
REV	DESCRIPTION
B	ISSUED FOR OWNER SIGNOFF - 12.22.17
C	ISSUED FOR OWNER SIGNOFF - 01.30.19
D	ISSUED FOR OWNER SIGNOFF - 02.13.19
E	ISSUED FOR APPROVAL - 03.20.19
F	ISSUED FOR APPROVAL - 07.09.19
G	ISSUED FOR APPROVAL - 12.02.19
H	ISSUED FOR APPROVAL - 09.19.21
I	ISSUED FOR CONSTRUCTION / APPROVAL - 02.26.24
J	ISSUED FOR CONSTRUCTION / APPROVAL - 04.19.24

SHEET INDEX	
SHEET	SHEET DESCRIPTION
T-1	PROJECT INFORMATION, TOWER ELEVATION, & SHEET INDEX
A-1	SITE PLAN, DETAILS, AND DETAIL INDEX
A-2	ENLARGED SITE PLAN AND GRADING PLAN
A-3	ANTENNA AND COAX KEY ANTENNA MOUNTING PLANS
A-3.1	SECTIONS AND DETAILS
A-3.2	MISC. DETAILS
A-4	PLANS, ELEVATIONS, SECTIONS, AND DETAILS
A-4.1	OUTLINE SPECIFICATIONS
A-4.2	GROUNDING PLAN, NOTES, & GROUNDING DETAIL INDEX
A-4.3	GROUNDING DETAIL INDEX
A-4.4	GROUNDING DETAIL INDEX
A-4.5	GROUNDING DETAIL INDEX
A-4.6	GROUNDING DETAIL INDEX
A-4.7	GROUNDING DETAIL INDEX
A-4.8	GROUNDING DETAIL INDEX
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A-4.94	GROUNDING DETAIL INDEX
A-4.95	GROUNDING DETAIL INDEX
A-4.96	GROUNDING DETAIL INDEX
A-4.97	GROUNDING DETAIL INDEX
A-4.98	GROUNDING DETAIL INDEX
A-4.99	GROUNDING DETAIL INDEX
A-4.100	GROUNDING DETAIL INDEX

### DEPARTMENTAL APPROVALS

JOB TITLE	NAME	DATE
RF ENGINEER	NITHYAKALYANI JAIPURIYAR	12.05.17
OPERATIONS MANAGER	JONATHAN FOWLER	12.21.17
CONSTRUCTION ENGINEER	ALEX HOLZINGER	12.05.17

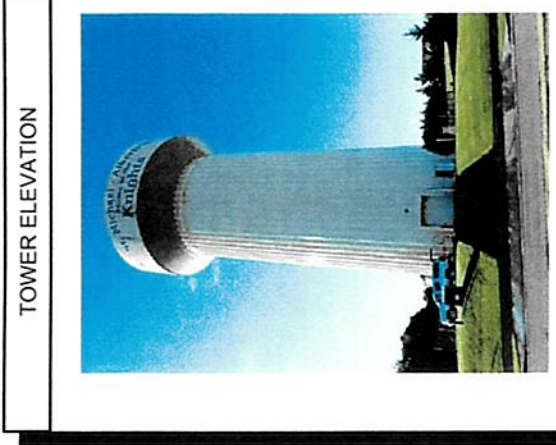
### LESSOR / LICENSOR APPROVAL

SIGNATURE	PRINTED NAME	DATE

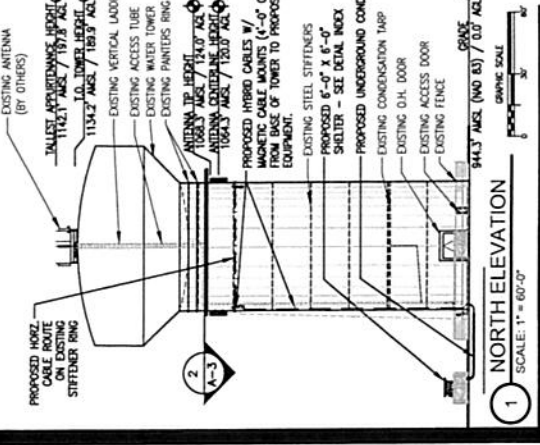
LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW  
 NO CHANGES  CHANGES NEEDED. SEE COMMENTS.

### CONTACTS

LESSOR / LICENSOR:	LESSEE:	POWER UTILITY COMPANY CONTACT:	TELCO UTILITY COMPANY CONTACT:	DESIGNER:	SURVEYOR:	STRUCTURAL ENGINEER:	ELECTRICAL ENGINEER:	GEOTECHNICAL ENGINEER:
CITY OF ST. MICHAEL, (NANDER, ST. MICHAEL, AND ALBERTVILLE JOINT POWERS BOARD) 11800 TOWN CENTER DR. N.E. ST. MICHAEL, MN 55376 STEVE GIBBY, P.E. (CITY ADMINISTRATOR) (763) 716-9791	VERIZON WIRELESS 16000 MARKETONKA BLVD. ST. MINNETONKA, MN 55345 CONSTRUCTION DEPT. (952) 946-4700	XCEL ENERGY 1518 CHESTNUT AVE. MINNEAPOLIS, MN 55403 DOYLE TOLLEFSON (OFFICE) - 763-271-6433 (CELL) - 612-612-4661	DESIGN 1 OF EDEN PRAIRIE 9973 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 (952) 903-5099	WISSETH SMITH NOLTING 610 FILMORE STREET - PO BOX 1028 ALEXANDRIA, MN 55304-1028 300-762-8149	HERZOG ENGINEERING, LLC. 1334 81ST AVE NE SPRING LAKE PARK, MN 55432 PHONE 612-841-1234	BUSSLET COMPANIES, INC. 16020 MARKETONKA BLVD. ST. MINNETONKA, MN 55345 (952) 831-2111		N/A



2 EXISTING CONDITION  
SCALE: NONE



1 NORTH ELEVATION  
SCALE: 1" = 60'-0"  
DRAWING SCALE

 1314 81 <sup>ST</sup> AVE NE SPRING LAKE PARK (952) 844-1234	HERZOG ENGINEERING 9973 VALLEY VIEW RD. EDEN PRAIRIE, MN 55344 (952) 903-5099 WWW.DESIGN1EP.COM
	HE Project # 171243 DESIGN 1 9973 VALLEY VIEW RD. EDEN PRAIRIE, MN 55344 (952) 903-5099 WWW.DESIGN1EP.COM
PROJECT: 20171625813 LOC. CODE: 460107	MIN BIGWOODS 50TH STREET N.E. ST. MICHAEL, MN 55376
SHEET CONTENTS: CONTACTS ISSUE SUMMARY LESSOR APPROVALS DEPARTMENTAL APPROVALS LESSOR APPROVAL PROJECT INFORMATION LOCATION SCAN & VICINITY MAP GENERAL NOTES DRAWN BY: KYLE M DATE: 10.23.17 CHECKED BY: MJS/STB REV. B 12.22.17 REV. C 01.30.19 REV. D 02.13.19 REV. E 03.01.19 REV. F 03.20.19 REV. G 07.09.19 REV. H 12.02.19 REV. I 09.19.21 REV. J 02.26.24 REV. K 04.19.24	T-1

# **ENGINEER**

## MEMO

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**TO :** Joint Powers Water Board  
**FROM :** John Seifert  
**DATE :** June 21, 2024  
**SUBJECT :** Approval of Limited Engineering Study on Condition Assessment of SCADA and Communication Systems for Joint Powers Water Board

The Joint Powers CIP identified a budgetary line item for SCADA upgrades. With the aging infrastructure, the current SCADA equipment is no longer supported and replacement parts are in short supply in the secondary market. For this reason, the CIP identified a future need for replacement pending a further defined scope and engineering memo.

Attached is a scope of services from Chris Larson to inspect and provide a condition assessment for future SCADA upgrades.

Recommended Action:

- Approve Limited Engineering Study on Condition Assessment of SCADA and Communication Systems for Joint Powers.

## Agreement for Professional Services

This Agreement is effective as of June 24, 2024, between Joint Powers Water Board (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: SCADA Evaluation.

**Client's Authorized Representative:** John Seifert, General Manager, Veolia

**Address:** 11100 50th Street NE  
Albertville, MN 55301

**Telephone:** 612.919.3783      **email:** john.seifert@veolia.com

**Project Manager:** John Carlson

**Address:** 3535 Vadnais Center Drive  
St. Paul, MN 55110

**Telephone:** 651.490.2000      **email:** jcarlson@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement. The scope of work and schedule is included in the proposal in Exhibit B.

**Fee:** The fee shall be time and materials and is subject to a not-to-exceed amount of \$9,200 including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Short Elliott Hendrickson Inc.**

**Joint Powers Water Board**

By: 

By: \_\_\_\_\_

Title: Christopher Larson, PE  
Client Service Manager

Title: \_\_\_\_\_

**Exhibit A-1**  
**to Agreement for Professional Services**  
**Between Joint Powers Water Board (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated June 24, 2024**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
3. Plots, Reports, plan and specification reproduction expenses.
4. Other special expenses required in connection with the Project.
5. The cost of special consultants or technical services as required.

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.





Building a Better World  
for All of Us®

June 20, 2024

RE: Joint Powers Water Board  
Water Systems SCADA Letter Report

John Siefert  
General Manager  
Veolia North America c/o Joint Powers Water Board  
11100 50<sup>th</sup> St NE  
Albertville, MN 55301

Dear John:

Thank you for the opportunity to submit this proposal for professional services to the Joint Powers Water Board for SCADA System Letter Report. This project will describe the existing SCADA major components and provide recommendations for modernization. This letter serves as our understanding of the project, scope of services, and fees.

## PROJECT UNDERSTANDING

The water system SCADA (Supervisory Control and Data Acquisition) was mainly installed in 1999 with the central control center located at the water plant. The water plant communicates to the remote towers and wells over radio. The water plant uses Wonderware Intouch software to provide operator interface to the control system and data is stored using a Hach Wims database. 3<sup>rd</sup> party software is used for remote connection to the SCADA computer.

## PROJECT TEAM

SEH Project Manager: John Carlson  
Controls Systems Specialist: Dan Hanson  
Controls Systems Engineer QA Reviewer: Tom Sontag

## SCOPE OF SERVICES

The following task descriptions outline our project professional services for this project.

### Task 1.0: Project Initiation

The following services are proposed for the project initiation phase of this project.

#### *Task 1.1. Kick-off-meeting and site investigation.*

Lead a Kick-off meeting with project team and other stakeholders to review the project objectives, scope, schedule, and budget:

- Meeting to be held at the water plant.
- John Carlson to be present.
- Meeting agenda will be provided ahead of the meeting, and meeting notes will be provided following the meeting.
- Following meeting, perform field investigation at the project WTP, wells, and elevated tank sites.
- Catalog existing SCADA equipment including main PLC, remote PLCs, and radios.

*Task 1.2 XX% 90% letter report:*

Prepare the letter report to a 90% level of completion and deliver to Joint Powers for review.

90% Deliverables:

1. Letter Report
  - a. Document existing conditions.
  - b. Recommendations including the following:
    - i. New PLCs
    - ii. New Radios
    - iii. Evaluation of Wonderware versus Ignition
  - c. Opinion of probable costs

*Task 1.3 90% Review Meeting:*

SEH Project Manager will lead a review meeting to discuss outstanding issues and Owner comments. We anticipate that this meeting will last 2-hours. This meeting will be held via Microsoft Teams and John Carlson and one of the control systems specialists will attend this meeting. Following this review meeting, we will make agreed upon changes to the project letter report.

*Task 1.4 Final Deliverable:*

Deliver the final letter report to the Joint Powers in PDF form.

**ASSUMPTIONS AND CLARIFICATIONS**

1. SEH will provide all documentation electronically and has not included any printing costs.
2. Electrical/controls engineering is the only technical discipline engineering services included. Services are not included for architectural, civil, survey, geotechnical, structural, or mechanical, engineering services.
3. We have included one meeting onsite and have assumed one meeting online as outlined in the services above.

**PROJECT SCHEDULE**

Milestone Schedule

- 2-weeks after NTP – Project kick-off meeting
- 2-weeks after project kick-off meeting – 90% deliverable
- 1-week after deliverable – 90% review meeting
- 1-week after review meeting – Final deliverable.

**COMPENSATION**

SEH is prepared to complete this scope of work and is prepared to begin these efforts upon receipt of your written Work. Attached is a services agreement that you can use to authorize us to begin this work. Based on the scope of services described above, SEH proposes to complete the work for an hourly fee of \$9,200.

**SUMMARY**

SEH is excited to work with the Joint Powers Water Board on this important project. Please contact John Carlson or Chris Larson with any questions or requests for additional information. Thank you for the opportunity to submit this proposal.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

John Carlson, PE  
Project Manager, Lead Electrical Engineer



Christopher Larson, PE  
Client Service Manager

dmk

# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.

2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.

2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.

2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.

4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
  3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

#### SECTION IV – GENERAL CONSIDERATIONS

##### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

##### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

##### C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

##### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

##### E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

#### SECTION V – INTELLECTUAL PROPERTY

##### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

##### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

##### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.