

**STEUBEN LAKES REGIONAL WASTE DISTRICT
BOARD OF TRUSTEES MEETING
JULY 23, 2025
25-07R
6:00 P.M.**

MEMBERS PRESENT:

Rob Moreland
Craig Rice
Abby VanVlerah
Kelly Johnson
Judy Rowe (Remote as of 6:55pm)

MEMBERS ABSENT:

Renee Clauss
Mike Stephenson

Also Present:

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

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

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

APPROVAL OF THE JUNE 25TH MEETING MINUTES CHANGES OR ADDITIONS.

The Board presented minutes of the JUNE 25TH, 2025 board meeting minutes for review and approval. Upon motion, duly made by Abby VanVlerah and seconded by Kelly Johnson, the Board unanimously approved the JUNE 25TH, 2025 board meeting minutes.

FINANCIAL REPORTS

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

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

NEW BUSINESS

- A. Encroachment Request – 520 Ln 101 Jimmerson Lk: Todd Jacoby presented plans for cement steps, sidewalk, and driveway over the lateral line and surrounding but coming no closer than 5' to the grinder tank and control box. The homeowner understands if we ever need to access, repair, or replace our equipment/lines; the concrete would be removed at the homeowner's cost and not replaced by the District.

Abby VanVlerah moved, and Kelly Johnson seconded the motion, to accept and approve the encroachment for cement over the lateral line but no closer than 5' to the grinder tank and control box at 520 Ln 101 Jimmerson Lk as submitted, which motion was unanimously approved.

- B. Encroachment Request – 700 Ln 101D Jimmerson Lk: Julie Hinrichs presented updated plans for a new proposed tank, control box, and lateral line location. The original plans approved at the 5/28/2025 meeting have changed after meeting with the contractor on site. The new location is along the Southern side of the property with 5' on all sides of the tank, control box, and lateral line. This means encroaching on the 7 ½' easement by 2 ½' on all sides. This new location would prevent the homeowner from having to pump from the home uphill to the tank. Cole and Josh have met on site with the homeowner and contractor.

Craig Rice moved, and Abby VanVlerah seconded the motion, to accept and approve the encroachment and the new proposed tank/control box/lateral line locations at 700 Ln 101D Jimmerson Lk as submitted, which motion was unanimously approved.

- C. Rysenga Questioning Electrical Service Requirement for Grinder Tanks: Jeff Rysenga (Sprague Addition Association President) asks the board to motion in favor of changing the electrical requirements to 30A for grinder tanks instead of the current 40A required. He has contacted the manufacturer (Straeffer) who states 30amps is enough. He states it is extremely remote and so unlikely that all breakers would be tripped at the same time. He states by his calculations this upgrade in electrical is an average upcharge of \$600 per customer. This is a real cost to the customer that he is concerned about. Presented to the board is a copy of an email exchange between Hall Block at JPR and himself. Hall sent him the cut sheets for both the low head and high head control panels. In the top left-hand corner of the one-line diagrams, each panel is shown to require a 40A circuit. Mr. Rysenga spoke with a representative (Kevin Weddle) with Straeffer Pump & Supply who informed him that the 40A requirement was added to the cut sheet with the UL stamp directed by SLRWD. Bryan asks for a copy of this information. Mr. Rysenga gives a copy and notes he offered a copy of this document last week. Mr. Rysenga said Straeffer is fine with either 30A or 40A for both low-head and high-head tanks. Mr. Rysenga understands the District is wanting to anticipate that if a change from low-head to high-head is ever made, the electricity would not need to be upgraded at that time. Mr. Rysenga said if you have a high-head and an issue with the pump, a pump in which the sales literature should literally shred a shop rag, if the internal 18A thermal overload does not trip, if the internal breaker does not trip, it might trip the 30A breaker in the

home. Therefore, let's upgrade to 40A so that if those situations all happen and the homeowner is not home, we won't have a problem. Mr. Rysenga says this is a very unlikely event and who is to say what trips a 30A breaker would not trip a 40A breaker. He said we are protecting this at a very real cost to the customer. He has an example from a neighbor (Mr. Penix) who was unable to attend. The estimate from Mr. Penix to comply with the 40A requirement is an extra \$600. Mr. Rysenga states during a conversation with Bryan Klein that Bryan told him when the decision was made, he really did not think it would be much of an extra cost to the customer. Mr. Rysenga states it might not be a lot of money to Mr. Klein, but it is a lot of money to him, Mr. Penix, and his other neighbors. Mr. Rysenga has another example with him from Jill Arnold, who was quoted \$750 to install 30A and \$2,500 to install 40A. He states there are 83 properties in Sprague Addition. His summary is that the manufacturer has stated 30A to be just fine for low-head and high-head pumps and in the very unlikely event the breaker in the home were to trip, the difference of 30A or 40A is not solving anything. But as homeowners and customers they are incurring a real expense.

Rob asks Bryan when did we change the electrical requirements to 40A? Bryan confirms this change was made in 2019. This requirement has been required for every individual installation and project since 2019. We did not go back and make customers upgrade prior to 2019; it was a standard moving forward for all new builds/upgrades to the system or connections in a project since 2019. Bryan clarifies that the manufacturer is not Straeffler Pump & Supply, that is the seller of pumps and control panels. Kevin Weddle is the sales representative. The manufacturer of the control panel that requires 40A is QCI. Bryan and Cole did speak with one of the owners (Tom Pulskamp) of Quality Controls, Inc. (QCI) to make sure he fully understood the situation of the 40A requirement being added to the wiring diagram. The owner confirmed we did not ask them to put this 40A standard on the wiring diagram nor did they do it for us. It is the standard for anyone purchasing this control panel. He said the 40A requirement fell in line with a requirement we had already put in place, but it is standard for all of their control panels, not just the ones used in the District. Bryan confirms in the emails between Hall Block and Mr. Rysenga, Hall confirms Mr. Rysenga was not speaking with the manufacturer of these control panels and confirms the attached cut sheets for both the low-head and high-head pumps reflect a 40A requirement. Hall is referring to the same wiring diagram as supplied for the meeting tonight. Rob asks how we got the 40A requirement and how we got there. Bryan confirms we have had this unlikely situation occur multiple times where the circuit breaker in the home has tripped and the seasonal residents were not there to reset the breaker. This left our maintenance team unable to complete repairs and we are unable to offer sewer services. This is where the potential for a backup in the home to occur, which is what we are absolutely trying to avoid. Mr. Rysenga began to speak out of turn and Bryan vocalized back, saying he did not interrupt his turn to speak. Rob asks Mr. Rysenga to wait for Bryan to answer his questions and then he will have another chance to speak. Bryan confirms again we have had instances of a sewer backup due to system failure and inability to reset the breaker in the home. There is no perfect way to avoid that situation as there is no breaker large enough to completely remove the possibility of the breaker tripping, however, the step up in breaker size from 30A to 40A does rule it out to a greater extent. Later when we made the switch to the equipment we

are now using as our standard it was also the requirement of that equipment on the presented cut sheet, so everything fell into line. At that time, we also talked to the engineer before making this change in our standards. We felt as though this was the best way to safeguard the home, safeguard our system, prevent liability issues, and to make sure that 99% of the time we are able to continue service.

Rob asks Steve Henschen, as the District engineer, to help explain the requirements of 40A. Prior to 2019 and the switch to Myers systems, we had liberty pumps since 2012 or so. That panel has a requirement of 25A, and we required the customers to have a 30A breaker. As a precedent we have always required the next size up in breakers. In those safeguarding measures as mentioned by Bryan, we made the decision to require 40A and the panel manufacturers were right in line with that standard on their panels. Rob asks if Steve provides advice to other sewer districts who use these types of panels and if the requirements for the panels are the same. Steve said it depends as most other systems the power is provided from the grid meaning there is a whole separate electrical system powering the sewer system. That is a much more costly system to install. This current district system has been in operations since 2005 where the policy has been to pull power from the homeowner and not the grid. They would be apples and oranges to compare. He is unaware of other district's powering their system from the homes.

Craig Rice called a couple of electricians for estimates. You need one step larger in wire for the 40A from the house. The two electricians he spoke with said the upgrade cost is very minimal. He said is minimal \$500-\$1000 and they said no it would be much less than that range. Craig is not disputing Mr. Penix's bid, but simply that other electricians will give different pricing. Craig asks Mr. Rysenga to clarify that he stated some of these homes still have a 60A panel and Mr. Rysenga agrees. Craig states 100A minimum was the requirement when the system went in so they will need to check on that and it is due for an upgrade.

Andy Boxberger confirms he has a client, Lakeland Regional Sewer District, that as a part of their project they made all their homeowners supply the power and the people who did not have the District's required amperage were required to upgrade their electrical to District standards. This is a common situation.

Abby VanVlerah states it is not often that the board is asked to override the recommendation of the engineer, is this something that the board is capable of doing because we employ JPR for a reason. Andy confirms that our ordinance states if a customer does not like the decision of the staff they can come to the board and ask for a motion.

Kelly Johnson is looking at the UL listing (underwriter laboratories) and wonders if the system can be used on a 30A system would the UL listing follow. Andy confirms that if you were to not comply with the manufacturers' specifications, we would likely have a warranty issue.

Rob confirms there is no dispute that what they are looking at is the actual requirement supplied by the manufacturer, QCI. Bryan confirms that is correct. Robs asks Mr. Rysenga if he has any additional statements or questions. Mr. Rysenga asks Steve Henschen if this equipment does, in their professional opinion, require a 40A circuit. Steve states they are not the designers of the control panels. The District selected the Myers system with a QCI control panel, and then they sent in the shop drawings and that includes the requirement for 40A. Steve confirms they at JPR rely on the manufacturer's design and what they require. The District has been following this procedure of the 40A requirement through the NED I project which consisted of almost 400 homes. Those customers were required to do upgrade to 40A. Rob asks how many customers there are in the NED II project, Steve confirms almost 300. Mr. Rysenga states he does not see how that is relevant to the 83 properties in the Sprague Addition facing this additional cost. Mr. Rysenga asks if when the change was made from 30A to 40A if there was any regard in the cost to the customer. His estimate of the additional cost to the Sprague Addition is \$50,000. Bryan confirms the District understands that when asking a customer to do something like this, it is not like the District does not understand that additional cost on the customer. It is just like when someone is putting in a new system, upgrading a system, or like this in a project; there are going to be expenses bore by the customer. Usually, the lateral line for the sewage flow from the home and the electrical service coming from the home would be at the cost of the customer to hook up. In the case of this project, our contractors are actually rerouting the line from the home into the new grinder tank. The only things we have asked the customers to be responsible for hooking up is the electrical. In many cases we tried to locate the new electrical next to where the original was, but you cannot splice wire in a conduit and run it from the original stops to the new one. They will need to pull a new wire in no matter what. Rob confirms there would be new wiring involved whenever a new grinder is installed to re-establish the electrical service to it. They are also not in exactly the same location so you cannot use the same wire that exists already. Rob asks if the cost difference is also in the difference of 10 gauge and 8-gauge wire. Bryan confirms it would be the cost of the 40A breaker and the wire. Mr. Rysenga says this is not true and is asked to hold on to speak. Mr. Rysenga said maybe it was not understood in the example he gave of the person needing to run an extra 70' of wire, in their case the panel is on one side of the house, and the tank is on the other side of the house. There is currently a 10- gauge 30A wire that goes all the way across their finished ceiling to the other side of the house. If they could reuse that 30A circuit, they would not need to tear their drywall ceiling out and they would not need to run 8-guage wire all the way across. They could instead put a junction box where it comes out of the house to feed to the grinder tank. Rob asks if that is allowed and Bryan confirms that it would be a question of electrical code and what the County allows. Mr. Rysenga began to speak over Bryan and Bryan told Mr. Rysenga that Rob had asked him a question. Rob informs Mr. Rysenga not to speak when it is not his turn and direct any comments and questions to him. Rob asks Bryan to remain calm, and he understands this is a matter of great importance. Bryan is unclear if the County would allow the splicing of wire in a junction box in the house. In the very least it would need to be in some kind of enclosure. More than likely your contractor is going to want to run a new 10- gauge, even if you left it at the same wire size, because you want one continuous wire from the breaker panel to where it terminates in the new control panel. This is his

assumption as he is unaware of the exact situations at each of these homes, what their electrical contractors have told them, or what the County code requires. The County code would dictate if that is or is not possible and we have no control over that.

Rob asks Mr. Rysenga if there is any additional information he would like to provide. Mr. Rysenga states if he is allowed to speak, after how many times the Superintendent said, "I don't know", he has talked to several electricians, and all have said you can reuse the circuit and you can reuse the 30A 10- gauge wire if you do not have to upgrade to 40A. That upgrade is where the cost is coming from. Instead of being able to branch off and use the existing 30A circuit you have to run new wire all the way back to the panel and change out the breaker. In some cases, by doing that you have to upgrade your panel as well. That is the cost he is talking about. Mr. Rysenga says clearly the District does not understand and did not take into consideration when they made this decision to upgrade from the manufacturer specifications. He goes back to that as he apparently had the wrong manufacturer. Mr. Rysenga states he has been going back and forth on this with Bryan for a couple of years and maybe that is why he is a little upset. Recently Hall Block at JPR sent him the correct schematics and he contacted the manufacturer to ask why they require 40A on the drawing and the answer was that the District directed them to do so. Rob asks if Mr. Rysenga has spoken with anyone other than Kevin Weddle at Straeffler Pump & Supply. Mr. Rysenga confirms that no, he has not spoken with anyone other than Kevin Weddle at Straeffler Pump & Supply. He states he did not talk to the owner of this pump company that is supplying hundreds of these pumps and making all kinds of money on this project. Mr. Rysenga said he only contacted the technical support of Kevin and that he can also read a schematic which states 30A would be just fine. He said the note of 40A was added after the District directed them to add it to the drawing. Rob confirms there is no question that the note of 40A appears on the drawing. Mr. Rysenga asks the District to direct the manufacturer to take that note off of the drawing. Kelly questions if the change of 40A to 30A would affect the UL listing.

Mr. Rysenga states again the scenario we are protecting for is if someone has a high-head tank, which the majority don't, and if they have a problem with this pump that is never supposed to clog, and if the thermal overloads and breaker inside the panel don't trip, and if it trips the home panel breaker, and if the customer is not home, and if somehow there is still some sort of water flowing inside of the house, then we have a problem. This is the problem we are trying to solve at the expense of the homeowner. He asks for a motion to change the requirement to 30A or at least investigate it further.

Rob asks if there are any further discussion or questions from the board or if there is a motion. Kelly understands what each side is trying to protect and that ultimately if it fails, it fails on the side of the customer.

Judy Rowe joins the meeting late via remote attendance. Kelly reiterates his motion to investigate and that UL stands for Underwriters Laboratory. We will need to switch to a roll call vote with Judy's remote attendance.

Craig Rice wants to confirm if 30A is allowable and Steve Henschen clarifies that the panel manufacturer determines what is required and that is what the engineers and District move forward with.

Abby VanVlerah Confirms that with or without this UL stamp, it does not change the fact that District policy since 2019 is to require 40A and we did ask NED I project customers to comply with this same requirement. Steve confirms that is correct. Abby states what we are really asking then would be to change the policy that we have had in place since 2019. The UL listing does not make a difference when we have already asked 500 people to do this, and those 500 people would be upset if we change the requirement now. Judy asks if the requirement was demonstrated as excessive and we continue to require something that does not need done, we cannot continue to do something because it is the way it has always been done. Abby would say yes to that except for the fact we are in the middle of the NED 2 project which is not the time to change a policy. Coming from academia you do not change the policy in the middle of the semester. It would be changed at the start of a new term or year. Rob reminds the board that the motion on the table is currently to be investigated and not to change the policy at this time.

Bryan states that Judy and possibly some others are under the impression that it has been proven that it is not necessary to have the 40A service. If we are talking about only the pump, which we are not, then yes it only takes a 30A breaker which is what is in the control panel to feed the control panel and the pump. UL stamp and the note from the panel manufacturer is 40A and the District standard is also 40A. Some of these other reasons like not having a breaker trip in the home and being unable to restore power, the high head switch over, etc. are all important topics that went into the decision-making process to make this a policy and standard, but they are not the deciding factor. The deciding factor is the panel manufacturer, who is not Kevin Weddle and is not Straeffer Pump & Supply, does not say that we told them to put that on there as we did not instruct anyone to put that on there. He can have the owner of QCI, who is the actual manufacturer, verify that he can have the owner of Straeffer Pump & Supply confirm that, and anyone that the board would like to be involved in the investigation. Judy Rowe moves to second the motion, but it has already been seconded by Craig Rice.

Kelly Johnson moved, and Craig Rice seconded the motion, to investigate why the standard got to 40A and if a change is made back to 30A if the UL listing remain as submitted. Each board member must vote in roll call due to Judy Rowe participating remotely. Judy Rowe voted aye, Craig Rice, Abby VanVlerah, and Kelly Johnson voted nay. The motion is defeated. A member of the audience that is not on the agenda asks to add something to the discussion which is not allowed. He speaks again and is denied any discussion, but he may comment at the end of the meeting in the public comment section of the meeting. Rob asks the board again if there is any further discussion to which there is none. Rob confirms we will not be changing the requirements for 40A. The attendance and information provided is appreciated.

- D. Quotes for replacement of security system: Bryan confirms the current wireless security system that was installed when the boardroom and entry way were originally built, has been failing. We have replaced multiple components at a high cost, and the manufacturer

of the system has been out of business for a while. It is not a monitored system but simply a loud alarm. We believe it is necessary to have a working security system. Because the original company is closed, we had Williams Electronics, who performs our camera monitoring, submit an estimate for a new security system as well as Fairchild who takes care of our fire alarm system, which is a monitored system. Fairchild would be able to tie the new system into the fire alarm system. Williams Electronics would be separated with an additional cost of monitoring. The cost per year would be a little over \$700 to do the two separate systems (Williams Electronic for security and Fairchild for fire). The cost per year to go with Fairchild for a single system would be \$540 per year. It would be a savings to go with Fairchild. Fairchild is specifically a securities company whereas Williams Electronics sells these items, but it is not their specialty. Bryan's recommendation is to go with the Fairchild quote of \$7,981.56 which is slightly higher than the Williams Electronics quote of \$6,181.00 as we save money in the long-term through the lower annual expense and the Fairchild system itself is a better system. Fairchild is located out of Fort Wayne.

Craig Rice moved, and Kelly Johnson seconded the motion, to accept and approve the Fairchild Communications quote in the amount of \$7,981.56 as submitted, which motion was unanimously approved. Each board member must vote in roll call due to Judy Rowe participating remotely. Each board member voted in approval of the Fairchild Communications quote in the amount of \$7,981.56.

ATTORNEY REPORT

- A. US 20 Relocation: Andy recaps that INDOT is redoing a culvert and we are required to relocate our sewer line that is in the road right-of-way.
 - a. 2025-06-26 Contract Award Recommendation:

Steve confirms we requested quotes from three contractors: Niblock, S&S Directional Boring, and Selge Construction. Selge and S&S did provide quotes which were opened at the last meeting. The low bidder was Selge Construction at \$89,250 and S&S came in at \$92,877.32. We have confirmed with INDOT that their project is proceeding this early spring. They expect this to be moved and out of their way by the end of 2025. JPR has prepared a letter of recommendation that the board takes action to award the contract to Selge Construction Co. Inc. in the amount of \$89,250.00. Upon that the notice of award would be signed tonight and then send out the unsigned contract to the contractor. Once received back with the Contractor's insurance certificates we would need the superintendent to be authorized to sign. Andy and his team at Carson LLP have reviewed the proposed contract and offered a few comments and edits which have been completed. Andy confirms a motion would be needed to award the contract and to authorize Bryan or Rob to sign the contract. The contractor understands they have between Labor Day and Thanksgiving to complete this work.

Abby VanVlerah moved, and Kelly Johnson seconded the motion, to accept and approve the US 20 relocation project contract to Selge Construction and to authorize Bryan or Rob to sign as

submitted, which motion was unanimously approved. Each board member must vote in roll call due to Judy Rowe participating remotely. Each board member voted in approval of the US 20 relocation project contract to Selge Construction and to authorize Bryan or Rob to sign.

- b. 2025-06-24 Selge Construction – SLRWD Force Main Relocations Project Quote:
- c. 2025-06-26 Agreement – Selge – US 20 Relocations – Final:
- d. Executed Otter Lake PAS:
- e. Property Owner US 20 Right of Entry: For this project we have to get onto private property at 9590 W US 20 and property owned by the DNR. Both the DNR and the private property owners have signed these two agreements, and the District needs to approve and sign these access agreements. They can be motioned together. There were no purchases involved in these agreements.

Abby VanVlerah moved, and Kelly Johnson seconded the motion, to accept and approve the right of entry agreements for both the private property and the property owned by DNR as submitted, which motion was unanimously approved. Each board member must vote in roll call due to Judy Rowe participating remotely. Each board member voted in approval of the right of entry agreements for both the private property and the property owned by DNR.

- f. 2025-06-26 Notice of Award:

B. BOT Items:

- a. Ordinance Adopting IC 5-23: This ordinance will allow the District to utilize the Build Operate Transfer process.

Abby VanVlerah moved, and Kelly Johnson seconded the motion, to accept and approve the build operate transfer ordinance IC 5-23 as submitted, which motion was unanimously approved. Each board member must vote in roll call due to Judy Rowe participating remotely. Each board member voted in approval of the build operate transfer ordinance IC 5-23.

- b. 2025-Resolution Establishing Proposal Committee: We are going to issue a request for proposals and qualifications (RFP). Once we get those back this resolution would create a committee made up of Andy, Cole, Bryan, and Steve to score and evaluate those RFPs. We need a motion of approval to create a committee to score the RFPs.

Craig Rice moved, and Abby VanVlerah seconded the motion, to accept and approve the resolution establishing proposal committee to evaluate the RFP requirements as submitted, which motion was unanimously approved. Each board member must vote in roll call due to Judy Rowe participating remotely. Each board member voted in approval of the resolution establishing proposal committee to evaluate the RFP requirements.

- c. Steuben BOT-RFP-Q Final: The request for proposals and qualifications that will be published in the papers as well as send out to a large list of potential contractors. We will get this in the papers as soon as possible. The RFP goes out to anyone that

is interested and that we will be scoring this process on a 100-point scale. The most points go to the respondent's experience at 45 points, project methodology at 20 points, financial capability at 10 points, experience with the BOT delivery method at 5 points, scoping at 5 points, project schedule at 5 points, and additional items at 10 points. JPR will do the vast majority of the scoping of which the contractor can be paid for. Once someone is picked, they score the highest, we go into the scoping, and we bring it back to the District to hire them just as we would when opening bids. The final thing is the timeline. July 25th is when the proposals will be available. It will need to be noticed twice in the papers and at least 7 days apart. It was previously passed in Indiana law that the second notice can be on the website. We will easily meet the notice requirements. Scoring should be completed by August 26th and will be brought to the August 27th board meeting. The scoping process will take a few weeks and then the final agreement should be reached at the October meeting. That will give us time to get into the bond process and closing on the bond in January/February 2026 and then issue the notice to proceed. Steve Henschen confirmed that Steve Brock did clarify that he learned that the pool SRF pool program which we plan to use for this project may not happen until Spring of 2026. We have not ruled out the fall 2025 closing yet. Steve Brock will get back to us. We are trying to do the most necessary work without having a rate increase. We think we will be able to do between 5 and 7 of the 9 pump stations that are in need.

Abby VanVlerah moved, and Kelly Johnson seconded the motion, to accept and approve the RFP to be sent out as submitted, which motion was unanimously approved. Each board member must vote in roll call due to Judy Rowe participating remotely. Each board member voted in approval of the RFP to be sent out.

ENGINEERS REPORTS

- A. JPR General Project Update Memo: We have 3 new customers in Contract B that have not signed their easement agreements. For Contract C we have 1 customer where we were never able to find an existing easement agreement, but the contractor moved forward with installation. Craig Rice would like to talk to the 3 non-signing customers from Contract B if we could set up meetings with them prior to legal proceedings.
- B. NED Phase 2 – Construction Update – Steve Henschen updates:
- C. Contract B Project Schedule Map:
- D. Contract C Project Schedule Map:
- E. Pay Apps:
 - 1. NED Phase 2 – Contract A Pay Application #11 in the amount of \$38,047.50: Selge Construction is asking for payment in the amount of \$38,047.50. This contract is 100% complete.
 - 2. NED Phase 2 – Contract A Pay Application #12 in the amount of \$171,897.25: Selge Construction is asking for payment in the amount of \$171,897.25 as a

reduction in retainage. This will leave a remainder of \$25,000 in retainage. This retainage is being held due to the small pump performance issue. The pump supplier is picking up, repairing, and returning the pump.

3. NED Phase 2 – Contract B Pay Application #16 in the amount of \$314,921.85: Niblock Excavating is asking for payment in the amount of \$314,921.85. This is a routine pay application for work completed in June.
4. NED Phase 2 – Contract C Pay Application #10 in the amount of \$399,180.03: Selge Construction is asking for payment in the amount of \$399,180.03. This is a routine pay application for work completed in May.

Abby VanVlerah moved, and Craig Rice seconded the motion, to accept and approve the NED Phase 2 Contract A Pay Application #11 in the amount of \$38,047.50 to Selge Construction, the NED Phase 2 Contract A Pay Application #12 in the amount of \$171,897.25 to Selge Construction as a reduction in retainage, the NED Phase 2 Contract B Pay Application #16 in the amount of \$314,921.85 to Niblock Excavating, and the Contract C Pay Application #10 in the amount of \$399,180.03 to Selge Construction as submitted, which motion was unanimously approved. Each board member must vote in roll call due to Judy Rowe participating remotely. Each board member voted in approval of the NED Phase 2 Contract A Pay Application #11 in the amount of \$38,047.50 to Selge Construction, the NED Phase 2 Contract A Pay Application #12 in the amount of \$171,897.25 to Selge Construction as a reduction in retainage, the NED Phase 2 Contract B Pay Application #16 in the amount of \$314,921.85 to Niblock Excavating, and the Contract C Pay Application #10 in the amount of \$399,180.03 to Selge Construction.

F. Change Orders:

1. NED Phase 2 – Contract B Change Order #13 in the amount of \$75,234.50: Niblock Excavating is asking for a change order in the amount of \$75,234.50 due to grinder station changes and adjustment of quantities.
2. NED Phase 2 – Contract C Change Order #9 in the amount of 19,925.00: Selge Construction is asking for a change order in the amount of 19,925.00 due to grinder station changes and adjustment of quantities.

Craig Rice moved, and Kelly Johnson seconded the motion, to accept and approve the NED Phase 2 Contract B Change Order #13 in the amount of \$75,234.50 to Niblock Excavating, and the NED Phase 2 Contract C Change Order #9 in the amount of \$19,925.00 to Selge Construction as submitted, which motion was unanimously approved. Each board member must vote in roll call due to Judy Rowe participating remotely. Each board member voted in approval of the NED Phase 2 Contract B Change Order #13 in the amount of \$75,234.50 to Niblock Excavating, and the NED Phase 2 Contract C Change Order #9 in the amount of \$19,925.00 to Selge Construction.

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

3. NED Phase 2 – Contract B – Draft Time Extension Change Order: Change order 14 draft for a time extension. Curtis from Niblock was at the last meeting and is now presenting a request for a time extension. They are currently required to be substantially completed by October 22nd and finally completed by November 21st of this year. They have submitted a letter, and it has been discussed with Bryan, Cole, and again at the pre-agenda meeting this week. The summarization of what the District feels is appropriate and the correct way to work with the contractor but to also make sure the District is not losing money. If we were to grant Niblock their time extension as requested, we would be looking at around \$37,500 in additional inspector costs. We discussed concurring with Niblock's time extension request if they put together some milestone deadlines along the way. Milestone #1 is to complete the main trunkline from pump station 10 to 22 to 31 and those three pump stations operational by August 29th, 2025. Selge as a part of Contract C is going to start connecting customers on September 1st, 2025, and we cannot connect any customers if that main trunkline is not complete. Niblock was aware of that date and came up with this date of August 29th, but we are not completely confident they will be able to meet that deadline. Niblock has some self-imposed delays as they have ordered equipment late and are waiting for that equipment. One of the clauses we are including in this extension would be a \$1000 per day charge every day after August 29th, 2025. Milestone #2 is to have all of the new customers connected by September 29th, 2025. These are primarily customers on County Rd 300 and St Rd 120. Again, we said, this may not be as critical a deadline but if it is not met it will be another \$1000 per day charge. Milestone #3 is all existing grinder stations are installed, not operational, throughout the rest of their contract by December 15th, 2025. This means they have gone well beyond their original contract completion date of October 22nd, 2025. Again, we have liquidated damages that could go into effect if they do not meet milestone #3. Finally, they said they would have all of the customers reconnected and up and running no later than March 16th, 2026, and if that deadline is not met an additional liquidated damages could be charged. The new final completion date would be May 31st, 2026, this includes restoration and will again have the liquidated damages clause. In consideration of the District granting the time extension we are going to deduct an amount of \$40,000 which is the rounded total of the additional inspector costs that will be a deduction from their overall contract. But that does not relieve the contractor of any possible liquidated damages by failing to meet any of the milestone dates, substantial completion date, or final completion date. If they truly do not finish until March 31st, 2026, they will have to pay \$140,000 in liquidated damages. Selge did complete early so even with this time extension we are expecting to have a savings of \$250,000 project budget. Those funds go back to the District for use of remaining project funds like additional equipment purchases. On the construction budget side, we are expecting about \$1,500,000 in remaining contingency funds, and on the engineering/legal side we are expecting about \$400,000 in remaining contingency

funds. This is a saving of 1,500,000-1,900,000 bearing no emergencies that we can get improvements done such as an additional pump station or in the plant.

Craig Rice moved, and Abby VanVlerah seconded the motion, to accept and approve the Niblock Contract B Change Order #14 time extension as submitted, which motion was unanimously approved. Each board member must vote in roll call due to Judy Rowe participating remotely. Each board member voted in approval of the Niblock Contract B Change Order #14 time extension.

4. NED Phase 2 – Contract A – Certificate of Substantial Completion: This is the document that indicates that Selge is substantially complete with their work and begins the 1-year warranty period. While there is no form to sign, we would need a motion to formally accept the substantial completion.

Abby VanVlerah moved, and Kelly Johnson seconded the motion, to accept and approve the Contract A Certificate of Substantial Completion as submitted, which motion was unanimously approved. Each board member must vote in roll call due to Judy Rowe participating remotely. Each board member voted in approval of the Contract A Certificate of Substantial Completion.

OLD BUSINESS

N/A

DISTRICT BUSINESS & OTHER GENERAL MATTERS

N/A

PUBLIC COMMENT

N/A

MOTION TO ADJOURN

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