

## **NOTICE OF AGENDA**

### **City Council Workshop**

FOREST LAKE, MINNESOTA  
FOREST LAKE CITY CENTER

**April 17, 2017**

**Immediately Following 6:30 PM City Council Special Meeting**

1. Call To Order
2. Pledge of Allegiance
3. Open Forum: *Please sign in at the front table. The Open Forum is available for residents to express personal opinions for any item on the agenda or of concern. Please limit your comments to 3 minutes.*
4. Backflow Inspection Program Proposal – Chief Newman and Dave Adams
5. Paving and Assessment Policy for 5<sup>th</sup> Avenue SW – Aaron Parrish
6. Other
7. Adjourn



Date: April 13, 2017

To: Honorable Mayor and Members of the City Council

From: Alan Newman, Fire Chief and Dave Adams, Public Works Superintendent

Re: Backflow prevention project

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A change that came with the new Minnesota State Plumbing Code that went into effect on January 23rd of 2016 was the requirement for annual backflow preventer testing. The new code places responsibility on the municipality to notify owners of backflow devices of the need for initial and annual testing.

In order to minimize the impact on staffing we are recommending contracting with the Safe Water Commission (SWC) to manage the city's backflow prevention program.

Benefits of working with the Safe Water Commission are:

- SWC notifies owners of backflow devices of the need for initial and annual testing.
- SWC provides a current list of certified backflow testers and makes the information available to the public on their web site.
- SWC provides the certified testers a portal into their website to document any work that is performed in the city.
- SWC provides ad-hoc reporting capabilities to the city through their website. Reports will include information on device ownership, location, type, testing status, and non-compliance reports.
- Fees for device testing will be managed by SWC and paid by the tester/tester company to SWC.
- No cost to the City of Forest Lake other than the following support functions.

Responsibilities of the city under the program:

- Update the cities website to reflect the rules on backflow preventer testing.
- Provide a link on the cities website to the Safe Water Commissions Forest Lake web site portal.
- Act as enforcement agency to ensure backflow device owners that are non-compliant become compliant.

The contract term is for four (4) years. Upon contract expiration the city will have ownership of all backflow preventer program data.

Recommendation:

Discuss Backflow Prevention Program and seek Council direction.

Attached:

Safe Water Commission Agreement

Backflow Device requirements fact sheet from MNDLI

Sanitary Survey Report from MDH dated 02/02/17

**SERVICE AGREEMENT BETWEEN THE  
CITY OF FOREST LAKE  
AND  
SAFE WATER COMMISSION LLC**



**SAFE WATER COMMISSION**

**FOR  
BACKFLOW PREVENTION PROGRAM SERVICES**

Date of Execution:  
May 1, 2017

**INTRODUCTION**

This Agreement is made this 1st day of May, 2017 between the City of Forest Lake (the "City") and Safe Water Commission LLC (the "Contractor").

WHEREAS, the City supports a comprehensive backflow prevention program and desires that high-quality management of the backflow program is executed with minimum City administration.

NOW, THEREFORE, the City and Contractor mutually agree to this Contract, in consideration of the mutual promises and covenants contained herein.

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## 1. GENERAL REQUIREMENTS

The following general requirements are pertinent to the backflow prevention program.

### 1.1 Scope of devices managed in the program

The Contractor will assume management of backflow device testing processes, compliance reporting and related communication efforts to ensure the City is properly managing backflow prevention efforts.

### 1.2 Term of Contract

The term of the Contract shall be from date of execution through May 31, 2021. Actual backflow prevention service operations will be a period from May 1, 2017 through May 31, 2021 for a total of four (4) years and one (1) month.

### 1.3 Reports

The Contractor will provide ad-hoc reporting capabilities to the City through the Contractor's backflow prevention program city portal. Access will be granted to the portal for any users/employees provided to the Contractor by the City. At a minimum, the Contractor portal shall include the following types of reports:

- ASSE-Certified Backflow Prevention Testers
- Backflow device information including
  - Test status/expiration dates
  - Location
  - Owner details
  - Manufacturer/Model of device
  - Serial #
- Testing status including Tester details
- Summary report highlighting % test compliance
- Non-compliance reports

### 1.4 Work Plan

The Contractor shall outline a work plan detailing the approach and project deliverables associated with the initial program setup. This will include a roles and responsibilities matrix between the City and Contractor. The Work Plan will be mutually agreed by the City and Contractor.

### 1.5 Annual Review

Upon the anniversary of the execution date of the contract, the City shall schedule an annual meeting with the Contractor to review performance from the previous year. The objectives of this meeting will include, but not be limited to:

- Review current program status and overall compliance
- Review Contractor's performance based on feedback from residents, City, City Council and City Staff

- Review Contractor's recommendations for the upcoming year based on their experiences
- Review City Staff recommendations for Contractor's service improvements
- Discuss other mutual opportunities for improvement with the remaining years under the current contract

## **1.6 Backflow Device Inventory**

Upon the operational start date of the contract, the Contractor will collect backflow device inventory details throughout the City within of the scope of the contract. This inventory will provide a baseline of data in order to properly manage backflow device testing.

## **1.7 Communications**

In order to gain support from backflow device owners, the City will collaborate with the Contractor to establish awareness communications which will inform device owners of their annual testing responsibilities. The Contractor will follow City guidelines for all communications that are targeted to backflow prevention device owners.

## **1.8 Support**

An online ticketing system will be provided to the City to log technical and other support-related issues. A response to opened tickets will occur within twenty-four (24) hours. Each month, the Contractor will provide a report of the support activities.

## **1.9 Tester Management**

An ASSE-certified backflow prevention tester (the "Tester") will perform all backflow device testing as part of the backflow prevention program. Testers utilized by the Contractor will be validated by the Contractor as having current ASSE certification as a Backflow Prevention Tester. Contractor will work directly with the Testers and provide technology for the Testers to properly register test results of backflow devices. Contractor will ensure tools are available so data is collected accurately in order to satisfy the City backflow prevention program needs. All communications with the Tester will be managed by the Contractor. Fees for device testing will be managed by Contractor and paid by the Tester/Tester Company.

## **1.10 Backflow Device Owners**

The Contractor will provide a portal for device owners to query the status of their devices. The portal will provide device and test status for the device such as:

- Manufacturer
- Model
- Serial Number
- Testing date/status
- Location

A search capability will also be available for the owner to find certified backflow prevention testers.

### **1.11 Backflow Testing Enforcement**

While the Contractor will manage the overall backflow prevention program for the City, the Contractor is not an enforcement agency. Therefore, the City must act as the enforcement agency to ensure backflow device owners meet the desired mandates.

## **2. Other Details**

### **2.1 Contract Termination**

Either party to this Contract may cancel this Contract only upon cause with sixty (60) days written notice. In instances where the Contractor fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the City has the right to terminate this Contract if the Consultant has not cured the default after receiving 30 (thirty) days written notice of the default.

### **2.2 Data Practices**

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor will immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

### **2.3 Compliance with the Law**

Contractor agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213) (ADA), the Minnesota Human Rights Act (Minn. Stat. Ch. 363A) and Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e). These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Contractor has questions concerning these requirements, the City agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Contract.

### **2.4 Liability and Indemnity**

The City agrees to defend, indemnify and hold harmless the Contractor against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the City or its employees.

The Contractor agrees to defend, indemnify and hold harmless the City against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the Contractor or its employees, agents and any subcontractors.

## 2.5 Intellectual Property and Data Release

- a) The Contractor owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any scope of services requested by the City and created, in progress, produced or completed and paid by this Contract referred to herein as "Work". Work covered includes analyses, evaluations, inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the Contractor and will remain with the Contractor immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

- b) Contractor grants the City a limited license to all backflow prevention program data and software tools throughout the duration of the contract. In the event of a termination of contract, the limited license will expire upon the termination date of the contract. Upon termination of contract, Contractor will provide all City testing/device data in a delimited data format (i.e. Comma Separated Values or CSV format) to the City at no cost. The data will be provided to the City within 30 days. In this situation, the Contractor would retain a non-exclusive license to all data in perpetuity.
- c) In the event the Contractor dissolves or becomes insolvent, all data captured throughout the service period for the City will be provided to the City in a delimited data format (i.e. Comma Separated Values or CSV format) within 30 days of the official filing notice of dissolution.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first written.

**City of Forest Lake:**

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

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

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

**Safe Water Commission:**

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

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

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



**MINNESOTA DEPARTMENT OF HEALTH**  
 Section of Drinking Water Protection  
 Sanitary Survey Report



System Name: <b>Forest Lake</b>	Survey Date: <b>02/02/2017</b>
PWSID: <b>1820005</b>	Surveyor: <b>Lucas Martin, P.E.</b>
System Contact: <b>Dave Adams</b>	PWS Type: <b>Community</b>

### **Requirements and Recommendations**

#### **Monitoring/Reporting Data Verification**

The following applicable records are required to be maintained by the water supply system:

- Coliform bacteria results - 5 years
  - Chlorine residual results - 5 years
  - Chemical results - 10 years
  - Sanitary survey reports - 10 years
  - All lead and copper materials - 12 years
  - Consumer confidence reports - 3 years
  - Public Notices - 3 years
  - Fluoride quarterly results and monthly reports - 1 year
  - Turbidity results - 3 years
- [Minn. Rules 4720.0350]

It is recommended that the static and drawdown water levels be taken at least monthly and permanently recorded.

It is recommended that the following records be maintained by the water supply system:

- Daily pumping per well
- Fluoride added per well
- Chlorine added per well
- Daily chlorine residuals on the distribution system
- Maintenance and repairs

#### **Water System Management/Operation**

As a reminder, engineering plans for new, modifications to, or additions to the water supply system, including watermains, are required to be properly submitted to the Minnesota Department of Health for review. All plans must be approved prior to the start of construction. [Minn. Rules 4720.0010]

It is required that all testable backflow prevention devices be maintained in good working condition. Devices or assemblies must be tested at the time of installation, repair, or relocation and be tested on an annual schedule thereafter. The device must be tagged with the date of inspection and signed by the certified inspector. Written record of testing and maintenance must be submitted to the public water supply within 30 days of testing. [Minn. Rules 4720.0025]

It is required that the public water supply be notified within 30 days following the installation or removal of a testable backflow prevention device from a building served by community public water supply. [Minn. Rules 4720.0025]

To ensure security, it is recommended that a daily check of critical system components be conducted, including confirmation that all doors and access hatches are locked.