



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

Council Chambers
125 3rd Avenue North
South St. Paul, MN 55075

Monday, March 17, 2025
7:00 PM

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION**
- 4. PLEDGE OF ALLEGIANCE**
- 5. PRESENTATIONS**
- 6. CITIZEN'S COMMENTS**

Comments are limited to 3 minutes in length.

- 7. APPROVAL OF AGENDA**
- 8. CONSENT AGENDA**

All items listed on the Consent Agenda are items, which are considered routine and will be approved by one motion. There will be no separate discussion of these items unless requested by a member of the governing body or citizen, in which case the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

- A. City Council Meeting Minutes of:
March 3, 2025 Regular Meeting
March 10, 2025 Work Session
- B. Accounts Payable
- C. Business Licenses
- D. Approve Professional Services Agreement with Advanced Engineering and Environmental Services, LLC to Update the City's Well Head Protection Plan
- E. Approve Encroachment Agreement for 1805 5th Street South
- F. Declare Certain Property Surplus and Approve Donation

G. Approve Purchase of Outdoor Weather Warning Sirens

H. Approve Quote from Bauer Services of Welch LLC for drain and concrete floor replacement in the front bays of the Fire Station.

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

11. GENERAL BUSINESS

A. Approve Settlement Agreement

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

DATE: March 17, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Council Meeting Minutes of:
March 3, 2025 Regular Meeting
March 10, 2025 Work Session

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Approval of meeting minutes for the Regular City Council Meeting held on March 3rd, 2025 and Work Session held on March 10, 2025.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 03-03-2025 Council Minutes
2. 03-10-2025 WS Minutes RG



SOUTH ST. PAUL CITY COUNCIL MINUTES OF MARCH 3, 2025

1. CALL TO ORDER

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Monday, March 3rd, 2025.

2. ROLL CALL

Present: Tom Seaberg, Todd Podgorski, Matt Thompson, Joe Kaliszewski, Jimmy Francis, Pam Bakken, Lori Hansen

Absent: None

Staff Present:

Ryan Garcia, City Administrator

Deanna Werner, City Clerk

Kori Land, City Attorney

Nick Guilliams, City Engineer

Michael Healy, City Planner

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

A. 2025 55075 Food Drive - Neighbors, Inc

6. CITIZEN'S COMMENTS

None

7. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Matt Thompson

Moved: To Approve agenda as presented.

Vote: 7 ayes / 0 nays, motion Passed

8. CONSENT AGENDA

All items listed on the Consent Agenda are items, which are considered routine and will be approved by one motion. There will be no separate discussion of these items unless requested by a member of the governing body or citizen, in which case the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

- A. Meeting Minutes of:
 - February 18, 2025, Regular Meeting
 - February 19, 2025, Special Work Session
 - February 24, 2025, Work Session
- B. Accounts Payable
- C. Business Licenses
- D. Local Affordable Housing Aid Agreement with Dakota County Community Development Agency
- E. Purchase of Scheduled Replacement Computers and IT Equipment
- F. Approve Right of First Refusal at the South St. Paul Airport
- G. Approve Amendment No. 1 with Kimley-Horn for additional preliminary design services for the extension of Verderosa Avenue from Hardman Avenue to the existing Verderosa Avenue limits
- H. Approve Land Lease at the South St. Paul Airport
- I. Webber, Inc. - Final Payment for City Hall Remodel Project
- J. JPA between South St. Paul and Dakota County Statewide Health Improvement Program (SHIP)
- K. Purchase of Five Replacement Vehicles and Related Equipment from Boyer Trucks, TowMaster, North Country GM, and Crysteel Equipment
 - Moved by: Lori Hansen / Joe Kaliszewski
 - Moved: To approve by consent as presented.
 - Vote: 7 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

None

10. PUBLIC HEARINGS

None

11. GENERAL BUSINESS

- A. Boards/Commission Appointments
 - Moved by: Joe Kaliszewski / Tom Seaberg
 - Moved: To Lower Mississippi Water Management Organization Appointment: Daniel Anderson, Kendra Summerfield (alternate)
 - Vote: 7 ayes / 0 nays, motion Passed
 - Moved by: Tom Seaberg / Joe Kaliszewski

Moved: To Airport Advisory Commission Appointments: Joseph Jansen, A.J.
Madison, Stephen Reckinger, Jeffrey Sheridan
Vote: 7 ayes / 0 nays, motion Passed

Moved by: Pam Bakken / Joe Kaliszewski
Moved: To Park & Recreation Advisory Appointment: Nicole Hall, Josh Regan, Cretia
Radman
Vote: 7 ayes / 0 nays, motion Passed

Moved by: Matt Thompson / Pam Bakken
Moved: To Planning Commission Appointments: Tim Felton (4-year term), Geoff
Fournier (4-year term), Tracy Haye (2-year term)
Vote: 7 ayes / 0 nays, motion Passed

Moved by: Lori Hansen / Todd Podgorski
Moved: To Police & Fire Civil Services Appointment: John Lagoo
Vote: 7 ayes / 0 nays, motion Passed

**B. Second Reading: Ordinance Updating the Zoning Code's Parking Regulations for
Residential and Mixed-Use Properties**

Moved by: Lori Hansen / Matt Thompson
Moved: To approve Ordinance 1432, Updating Zoning Code's Parking Regulations for
Residential & Mixed Use Prop.
Vote: 7 ayes / 0 nays, motion Passed

C. Hardman Triangle Conceptual Masterplan & District Stormwater Guide

Moved by: Pam Bakken / Matt Thompson
Moved: To Approve Resolution 2025-028, Hardman Triangle Masterplan & District
Stormwater Guide
Vote: 7 ayes / 0 nays, motion Passed

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

Moved by: Tom Seaberg / Matt Thompson
Moved: To Adjourn the meeting.
Vote: 7 ayes / 0 nays, motion Passed

The meeting was adjourned at 8:25 PM.

/s/: Deanna Werner
City Clerk

South St. Paul City Council Work Session

Session Notes for March 10, 2025

1. CALL TO ORDER

Mayor Francis called the City Council Work Session to order at 7:00 PM on March 10, 2025

No formal Council Action is taken at a work session meeting, this is a summary of discussion that took place.

Council Members Present: Jimmy Francis, Lori Hansen, Tom Seaberg, Joe Kaliszewski, Matt Thompson

Planning Commissioners Present (Item 2-A): Andrew Hoffman, Geoff Fournier, Bree Miller

Staff Present: Ryan Garcia, City Administrator, Michael Healy, Planning Manager. Tiffany Greene, Housing Programs Manager, arrived at 7:50 P.M.

2. DISCUSSION ITEMS

A. Joint Worksession with Planning Commission: South Concord Corridor Study Visioning

Consulting Planners Jennifer Haskamp (Swanson-Haskamp Consulting) and Mike Lamb (Mike Lamb Consulting) briefly reviewed previous worksessions and confirmed previously shared findings related to existing conditions and market conditions. Council and plan commissioners coalesced around a general vision for the study area to focus on the following:

- A desire for higher and more intensive commercial and light industrial uses for properties fronting Concord Street, particularly on the east side of the street between I-494 and the north end of the Healy Mobile Home Park.
- An opportunity to facilitate elements of the “Wakota Crossing” development vision which supports a more flexible range of industrial development options given the challenging soil conditions east of Hardman Avenue.
- Support for infill development that complements the low-intensity mixed use development pattern existing on the west side of Concord Street (where bluff constraints limit development) and throughout the corridor south of Chestnut Street.

B. Holiday Stationstore Concept Plan Discussion

Mayor Francis welcomed Carl Smith and Christian Cabrera representing Circle K/Holiday who participated via WebEx. Mssrs. Smith & Cabrera provided a brief overview of the proposed redevelopment of the property at the northeast corner of Villaume Avenue and Concord Street as a convenience store with embedded quick-serve restaurant and gas and diesel station. Councilmember Hansen asked whether the

same entity owned the existing Holiday station at Dale Street and Concord Street, and whether that facility would remain in operation, to which Mr. Smith responded that both facilities were operated by the same entity and would continue to operate, as they served different segments of the traveling public. Mr. Healy clarified that the preliminary site plan would indicate that upon formal submittal a site plan and conditional use permit review will be conducted, but that there did not appear to be a need to review the project for any zoning variances or as a planned unit development.

C. Update on Project Development Agreement with Johnson Controls (Energy Conservation Measures @ High Rises)

Ms. Greene provided a summary of progress made with Johnson Controls towards identifying capital projects from the adopted Capital Plan for the Public Housing Program that might align with various grant and loan programs. It was anticipated that beginning in April 2025, Staff would be seeking formal authorization to submit applications as opportunities arise. Councilmember Seaberg asked whether recent actions related to funding at the federal level introduced additional risk of non-funded or under-funded projects for the Public Housing Program. Mr. Garcia advised that any grant-funded projects would not be awarded contracts without a legally binding commitment and agreement with HUD or the relevant grantmaking agency. Councilmember Seaberg indicated a desire to have a future worksession discussion on the Rental Assistance Demonstration (RAD) program.

D. Remote Program Assessment – Public Housing Program

Mr. Garcia provided an overview of the Remote Program Assessment Report recently submitted by Nan McKay Associates. The presentation focused on key findings and overarching recommendations to improve the organizational efficiency and function of the Public Housing Program. Staff suggested a slight reorganization of existing permanent and temporary staff to result in the clearer delineation of the Property Manager-Buildings and Property Manager-Compliance roles such that all on-site maintenance and caretaking position report to the Property Manager-Buildings position and the proposed Housing Support Specialist position would report to the Property Manager-Compliance position. This reorganization has been communicated internally and is underway. Mr. Garcia advised that position descriptions identify various certifications and trainings as required, however current staff have not obtained these certifications. Mr. Garcia recommended that all staff undertake those training courses and certification exams in 2025, with funds available in the 2025 Public Housing Budget to cover the estimated \$20,000 in total costs. Councilmember Hansen asked for clarification as to whether YARDI training was led internally or by YARDI, to which Ms. Greene responded that YARDI offered onboarding/training for the modules we would be integrating into our system.

3. COUNCIL COMMENTS & QUESTIONS

Mayor Francis pointed out that Hardman Avenue, in the area of Bonfe, appeared to not have been sufficiently patched following an XCEL Energy project last construction season.

4. ADJOURNMENT

There being no further business to come before the City Council at the regular work session meeting, Mayor Francis declared the meeting adjourned at 9:31 PM.

Respectfully submitted,

/s/: Ryan Garcia
City Administrator



CITY COUNCIL AGENDA REPORT

DATE: March 17, 2025
DEPARTMENT: Finance
PREPARED BY: Jeff Hines
AGENDA ITEM NUMBER: 8.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accounts Payable

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Adopt Resolution 2025-027 approving accounts payable.

OVERVIEW

The City Council approves all payments of claims. Approval of audited claims is required before issuance of payment.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 03-17-25 Accounts Payable

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-027

RESOLUTION APPROVING ACCOUNTS PAYABLE

WHEREAS, the City Council is required to approve payment of claims;

NOW, THEREFORE, BE IT RESOLVED that the audited claims listed in the check register attachment are hereby approved for payment:

Check and wires:

153325-153435	\$ 999,740.56
2025071-2025085	226,345.24
801170-801176	<u>3,939.07</u>

Total	\$ 1,230,024.87
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Adopted this 17th day of March, 2025.

Deanna Werner, City Clerk

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153325	3/7/2025		13118 LAW ENFORCEMENT LABOR SERVICES							
		2,263.00			120778	0305258392417	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		2,263.00								
153326	3/7/2025		1842 LOCAL 120							
		2,809.00			120782	030525839244	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		2,809.00								
153327	3/10/2025		1018 ADVANCED GRAPHIX, INC.							
		840.00	2154&2157 SQUAD GRAPHICS		120641	216015	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		840.00								
153328	3/10/2025		5257 AL SERVICES LLC							
		300.00	DISCONN HTR HOSE/HARMON		120648	0628-464	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		300.00								
153329	3/10/2025		6645 ALL INC							
		699.05	NM (1) RANGE		120755	S1602997.001	50677.6580	229900	OTHER EQUIPMENT	NAN MCKAY APT BLDG
		699.05								
153330	3/10/2025		1044 ANCOM COMMUNICATIONS							
		1,488.16	INST TRUCK RADIO #332/#339		120649	126449	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,488.16								
153331	3/10/2025		5746 ASPEN MILLS, INC							
		379.84	01-5.11 PARKA & EMBROIDERY		120659	349122	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		379.84								
153332	3/10/2025		4590 ATEC, LLC							
		4,984.40	NEW SQUAD BLD 2152		120643	1589	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		4,984.40								
153333	3/10/2025		9021 ATLAS STAFFING, INC.							
		772.80	NM TEMP-MOUA 2/21/25		120756	1308270	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		772.80	JC TEMP-MOUA 2/21/25		120756	1308270	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		1,545.60								
153334	3/10/2025		4231 AXON ENTERPRISE, INC.							
		39,876.00	2025 BWC EV&LIC CIP-POL-23-3		120644	INUS306532	40402.6375		OTHER CONTRACTED SERVICES	CAPITAL PROGRAMS FUND
		26,363.99	2025 FLEET3 CIP-POL-23-3		120645	INUS306530	40402.6375		OTHER CONTRACTED SERVICES	CAPITAL PROGRAMS FUND
		66,239.99								

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153334	3/10/2025		4231 AXON ENTERPRISE, INC.						Continued...	
153335	3/10/2025		5978 BAUER SERVICES							
		220.00	LIMEROCK RESTOCK@SHOP		120757	02202025-7046	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		220.00	LIMEROCK RESTOCK@SHOP		120757	02202025-7046	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		220.00	LIMEROCK RESTOCK@SHOP		120757	02202025-7046	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		220.00	LIMEROCK RESTOCK@SHOP		120757	02202025-7046	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		5,702.50	WTRMAIN RPR@241 23RD A S		120758	02272025-7048	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		6,582.50								
153336	3/10/2025		6676 BDS LAUNDRY MANAGEMENT CO							
		500.00	NM LAUNDRY CARDS		120759	LMV433867	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		500.00	JC LAUNDRY CARDS		120760	LMV433868	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		1,000.00								
153337	3/10/2025		6670 BROTHERS FIRE & SECURITY							
		568.00	NM ALRM SVC 7FL STROBE		120761	W39177	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		725.00	NM PIPE SPRINKLR SVC		120762	W39397	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		1,293.00								
153338	3/10/2025		14193 CADY BUILDING MAINTENANCE INC							
		5,110.00	CLEAN SVC CH MAR25		120763	4992014	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		550.00	CLEAN SVC PW MAR25		120763	4992014	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		5,660.00								
153339	3/10/2025		1181 CHEMSEARCHFE							
		1,218.00	WTR TRTMNT MO CONTRACT		120646	9048457	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		1,218.00								
153340	3/10/2025		1184 CINTAS CORPORATION #754							
		90.55	UNIFORMS & SHOP TWLS		120660	4222179766	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		75.30	SAFETY RUGS		120661	4222341942	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		24.81	SAFETY MATS-LOBBY, FD		120661	4222341942	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		190.66								
153341	3/10/2025		10850 CONTROLOGIX SERVICES, LLC							
		15,421.00	CARD SWIPE DOORS		120768	25-038	20243.6520		BUILDINGS AND STRUCTURE	DOUG WOOG ARENA
		15,421.00								
153342	3/10/2025		1219 CRAWFORD DOOR SALES COMPANY							
		518.50	RPR POLICE GARAGE DOOR		120662	56178	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153342	3/10/2025		1219 CRAWFORD DOOR SALES COMPANY						Continued...	
		417.50	PREVENT SVC-MAIN GAR DR		120663	56189	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		417.50	PREVENT SVC-MAIN GAR DR		120663	56189	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		417.50	PREVENT SVC-MAIN GAR DR		120663	56189	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		417.50	PREVENT SVC-MAIN GAR DR		120663	56189	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>2,188.50</u>								
153343	3/10/2025		1250 DAKOTA COUNTY PROPERTY RECORDS							
		10,090.00	TIF MAINTENANCE 180114		120647	2024 TIF MTNCE	40490.6430		MISCELLANEOUS	CONCORD TIF
		778.00	TIF MAINTENANCE 180112		120647	2024 TIF MTNCE	40491.6430		MISCELLANEOUS	STOCKYARDS TIF
		1,770.00	TIF MAINTENANCE 180107		120647	2024 TIF MTNCE	40492.6430		MISCELLANEOUS	4TH AVE VILLAGE TIF
		682.00	TIF MAINTENANCE 180139		120647	2024 TIF MTNCE	40493.6430		MISCELLANEOUS	GRAND AVE GATEWAY TIF
		<u>13,320.00</u>								
153344	3/10/2025		6541 ENVIROTECH SERVICES, INC							
		2,866.05	CALCIUM CHLORIDE		120664	CD202508633	10320.6225		ROAD SALT	PUBLIC WORKS
		<u>2,866.05</u>								
153345	3/10/2025		1380 FACTORY MOTOR PARTS							
		44.66	FITTINGS #307		120665	1-10444926	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		13.34	FITTINGS #307		120666	1-10444974	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		146.18	BATTERY #AM-50		120667	74-348245	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		117.68	DIESEL EXHAUST FLUID		120668	1-10472999	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		58.84	DIESEL EXHAUST FLUID		120669	74-349078	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		13.49	RETD CORES		120670	1-Z36588	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>367.21</u>								
153346	3/10/2025		14461 FAUL PSYCHOLOGICAL PLLC							
		665.00	EARL PRE-EMPLOY EXAM		120671	2322	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		<u>665.00</u>								
153347	3/10/2025		1428 FORCE AMERICA DISTRIBUTING LLC							
		363.66	PWR CONTRACTR/E-STOP#331		120672	IN001-2043898	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		262.53	COVER PLATES #331		120673	IN001-2043530	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>626.19</u>								
153348	3/10/2025		1452 GALLS LLC							
		344.59	04-BOOT/PANTS		120674	030447135	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		286.34	04-DUTY BAG		120675	030465495	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>630.93</u>								

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153349	3/10/2025		1473 GERTEN GREENHOUSES INC. - 446133						Continued...	
		123.75	SNOWPLOW SNOW DOMINATORS		120676	982972/6	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		123.75								
153350	3/10/2025		5857 GREATAMERICA FINANCIAL SERVICES							
		213.85	POSTAGE MACH RENT		120769	38629462	10150.6371		REPAIRS & MAINT CONTRACTUAL	FINANCE
		213.85								
153351	3/10/2025		14695 GREENE ESPEL							
		877.90	GENERAL CONSULTATIONS		120677	91640	10130.6302		PROFESSIONAL SERVICES	CITY ATTORNEY
		877.90								
153352	3/10/2025		11834 GUARDIAN SUPPLY LLC							
		199.99	44-BOOTS		120678	20633	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		149.99	40-RADIO EAR PIECE		120679	20632	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		214.99	08-HOLSTER & SEW ON CHEVRON		120680	20652	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		279.97	04-POLO/JACKET & EMBROIDERY		120681	20659	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		329.95	C1-POLOS/FORML LONGSLV EMB		120682	20660	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		1,174.89								
153353	3/10/2025		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		182.53	JC BFLD DR/WALLPLATE/FAN		120684	9234423444	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		548.14	JC BATTERIES/WHT VERT VANE		120685	9234423445	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		35.99	JC BIRD SPIKES-10'		120686	9234423446	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		177.41	NM BLINDS/SWITCHPLATE/BLEACH		120687	9234458415	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		11.68	NM 116" VERT BLIND VAL		120688	9234618164	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		11.68	NM 116" VERT BLIND VAL		120689	9234482939	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		98.77	JC LGT BULBS/MOP HANDLE		120690	9234484307	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		11.68	NM CREDIT-116" VALANCE		120691	9234482941	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		1,054.52								
153354	3/10/2025		1586 HILLYARD / MINNEAPOLIS							
		601.57	LINERS/TP/LQ/SWABBY/SCRNS		120692	605740601	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		601.57								
153355	3/10/2025		3686 IMPACT PROVEN SOLUTIONS							
		2,322.25	MAIL PROCESS FEB25		120764	216017	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		2,322.25								
153356	3/10/2025		1667 INVER GROVE FORD							
		119.60	SPRINDLE ROD END #320		120693	5354352	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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153356	3/10/2025		1667 INVER GROVE FORD						Continued...	
		468.40	REAR MIRROR ASY #306		120694	5354174	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		588.00								
153357	3/10/2025		6642 JOHNSON CONTROLS, INC							
		3,309.25	JC RPR BOILER PUMPS		120695	1-135267365043	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		628.00	JC METASYS SVC		120696	1-1352492776917	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		179.60	NM #400 RPL THERMOSTAT		120697	1-135270182965	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		2,808.36	NM CHG OUT SHAFT CPLINGS		120698	1-135270183134	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		6,925.21								
153358	3/10/2025		14086 JOHNSON, DONNETTA							
		200.00	NM AFTER HR ONCALL FEB25		120699	FEBRUARY25	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		200.00								
153359	3/10/2025		1719 KAPOZIA TREE SERVICE							
		1,200.00	TREE/DEBRIS BLVD@639 17TH		120703	02242025	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		1,200.00								
153360	3/10/2025		11377 KATH FUEL OIL SERVICE CO.							
		882.26	DYED DIESEL		120700	820295	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		2,090.90	OIL/ANTIFREEZE-SHOP		120701	820523	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,973.16								
153361	3/10/2025		1721 KAT-KEYS							
		38.80	RESTOCK FEE FOR RETURN		120702	25011726A	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		38.80								
153362	3/10/2025		14786 KLETSCHKA INSPECTIONS LLC							
		2,253.60	ELEC INSPECTS FEB25		120704	2/28/25	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		2,253.60								
153363	3/10/2025		1772 KREMER SERVICES, LLC							
		1,413.09	REAR LEAF SPRNGS #323		120705	94824	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,413.09								
153364	3/10/2025		14172 KRUEGER REAL ESTATE ADVISORS							
		6,000.00	FEBRUARY 2025		120765	FEBRUARY 2025	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		6,000.00								
153365	3/10/2025		7503 KWIK TRIP, INC.							

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153365	3/10/2025		7503 KWIK TRIP, INC.						Continued...	
		1,063.53	FUEL-AIRPORT		120766	03022025	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		5,799.73	FUEL-PUBLIC WORKS		120766	03022025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		7,573.31	FUEL-POLICE		120766	03022025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		193.29	FUEL-ENG/CODE/P&R		120766	03022025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		14,629.86								
153366	3/10/2025		14815 LEONARD LAMPERT ARCHITECTS, INC.							
		900.00	PRELIM DRAWINGS		120767	10038	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		900.00								
153367	3/10/2025		6681 MANN'S SOFTENER SALT DELIVERY							
		276.10	NM SOLAR SALT (27)		120706	INV407	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		331.90	JC SOLAR SALT (33)		120707	INV406	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		608.00								
153368	3/10/2025		1911 MENARDS, INC-WEST ST PAUL							
		79.96	MATS		120708	6899	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		50.59	ANCHOR KIT/TAPE/PIC HANGKIT		120709	6859	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		29.98	BATTERY HEADLAMP		120710	6817	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		51.91	MINERAL SPRT/BRUSHES/STAIN		120711	6902	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		109.97	FILTERS		120712	6895	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		141.10	LUMBER/SCRW/CSTR/AIRFRESH		120713	6862	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		463.51								
153369	3/10/2025		1923 METRO SALES INC.							
		10.00	BASE CHARGE		120715	INV2729799	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		10.00								
153370	3/10/2025		12813 METROPOLITAN MECHANICAL CONTRACTORS, INC							
		1,083.24	NM SINK VALVE SVC		120790	10012940	50677.6371.080		MTNCE-PLUMBING	NAN MCKAY APT BLDG
		1,083.24								
153371	3/10/2025		1988 MINNESOTA DEPARTMENT OF HEALTH							
		16,623.00	1ST QTR CONNECT JAN-MAR25		120717	1ST QTR 2025	50605.6395		PAYMENT TO STATE WATER	WATER UTILITY
		16,623.00								
153372	3/10/2025		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		449.87	SURCHARGE FEB24		120716	FEBRUARY0371552	10101.2083		SURCHARGES	GENERAL FUND
						025				
		449.87								

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153372	3/10/2025		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY						Continued...	
153373	3/10/2025		9298 NAPA NEWPORT							
		155.85	LOADER FILTERS		120718	143354	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		155.85								
153374	3/10/2025		14383 NFI, INC.							
		8.98	WINDSHIELD WSHR FLUID		120719	51229/D	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		9.99	9V BATTERIES		120720	551242/D	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		18.97								
153375	3/10/2025		14367 NORTH RIDGE OUTDOOR SERVICES							
		1,954.00	JC SALT&MAR25 SVC		120721	24084	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		1,815.00	NM SALT&NM MAR25 SVC		120722	24088	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		3,769.00								
153376	3/10/2025		13791 NOVACARE REHABILITATION							
		185.00	EARL PRE-EMPL TESTING		120723	848418723	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		185.00								
153377	3/10/2025		7411 NUSS TRUCK & EQUIPMENT							
		592.41	COMP AIRTANK/SWVL/VALVE		120724	PSO181847-1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		101.92	DRAIN VLV/TUBE FTG #335		120725	PSO181294-1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		59.14	ELBOW/NIPPL #337		120726	PSO183155-1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		753.47								
153378	3/10/2025		2149 OFFICE OF MNIT SERVICES							
		349.07	STATE PH CONNECTIONS		120727	W24100619	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		157.54	STATE PHONE AIRPORT		120727	W24100619	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		303.09	STATE PH CONNECTIONS		120728	W24050617	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		202.19	STATE PH CONNECTIONS		120729	W24060610-A	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		1,011.89								
153379	3/10/2025		14173 PENA, ALMA							
		37.50	BLDG PURCHASE		120730	JCNM022125	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		37.50	BLDG PURCHASE		120730	JCNM022125	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		75.00								
153380	3/10/2025		2895 PREMIER LIGHTING, INC.							
		3,726.82	RINK 2-LGT REPLACEMENT		120731	71285	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		3,726.82								

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153380	3/10/2025		2895 PREMIER LIGHTING, INC.						Continued...	
153381	3/10/2025		2286 QUILL LLC							
		11.67	DOOR STOPS		120732	42840919	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		42.78	OFFICE SUPPLY		120733	42841383	10420.6201		OFFICE SUPPLIES	CODE ENFORCEMENT
		54.45								
153382	3/10/2025		1636 RICOH USA, INC.							
		52.84	USAGE DEC24-FEB25		120734	5071013131	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		52.84								
153383	3/10/2025		5537 SAFE-FAST INC							
		127.34	CHAINSAW CHAPS		120736	INV304388	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		42.75	GLOVES/LINER		120737	INV304387	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		42.75	GLOVES/LINER		120737	INV304387	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		212.84								
153384	3/10/2025		2389 SAINT PAUL PUBLISHING COMPANY							
		58.81	NM SR PH NWSPPR MAR25		120735	33775	50677.6341		ADVERTISING	NAN MCKAY APT BLDG
		58.82	JC SR PH NWSPPR MAR25		120735	33775	50678.6341		ADVERTISING	JOHN CARROLL APT BLDG
		117.63								
153385	3/10/2025		11845 SATIN TOUCH, INC.							
		210.00	NM#312 UNIT TURN		120738	1058437	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		285.00	NM#416 UNIT TURN		120738	1058437	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		495.00	NM#608 UNIT TURN		120738	1058437	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		990.00								
153386	3/10/2025		2633 SHERWIN-WILLIAMS CO., THE							
		685.00	NM PAINT FOR MOVE INS		120739	6032-6	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		685.00								
153387	3/10/2025		2505 SOUTH EAST TOWING INC							
		589.60	TOTALED#2152-(3) TOWS		120740	25-5139460	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		589.60								
153388	3/10/2025		13599 THE APPAREL LAB							
		1,146.11	T-SHIRTS PER UNION CONTRACT		120743	248768	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		852.53	T-SHIRTS PER UNION CONTRACT		120743	248768	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		255.93	T-SHIRTS PER UNION CONTRACT		120743	248768	10330.6245		CLOTHING ALLOWANCE	BUILDINGS
		414.00	T-SHIRTS PER UNION CONTRACT		120743	248768	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY

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153388	3/10/2025		13599 THE APPAREL LAB						Continued...	
		249.54	T-SHIRTS PER UNION CONTRACT		120743	248768	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		114.00	T-SHIRTS PER UNION CONTRACT		120743	248768	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		<u>3,032.11</u>								
153389	3/10/2025		4658 TOTAL TOOL SUPPLY, INC.							
		200.88	M18 FUEL COMPACT VACUUM		120744	01671382	20243.6240		MINOR EQUIPMENT AND FURNITURE	DOUG WOOG ARENA
		<u>200.88</u>								
153390	3/10/2025		2696 TWIN CITY SAW CO.							
		845.97	STIHL POLE PRUNER&CHAINS		120745	A25678	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>845.97</u>								
153391	3/10/2025		2786 WATER CONSERVATION SERVICE INC.							
		769.40	LEAK LOC@501 MALDEN&19TH		120746	14778	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		<u>769.40</u>								
153392	3/10/2025		2788 WATSON COMPANY							
		1,508.86	CONCESSIONS		120747	148133	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>1,508.86</u>								
153393	3/10/2025		2795 WEBER, INC.							
		120,192.57	CH REMOD GEN CONTRACTOR		120748	00021-9.30.24	40402.6530		IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		<u>120,192.57</u>								
153394	3/10/2025		13833 WEST, GREGORY							
		200.00	JC AFTER HR ONCALL FEB25		120749	FEBRUARY25	50678.6375.1		OTHER CONTR SVCS-KEYPERSON	JOHN CARROLL APT BLDG
		<u>200.00</u>								
153395	3/10/2025		9250 WINTER EQUIPMENT COMPANY INC.							
		2,776.08	PLOW CUTTING EDGES		120750	IV63111	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>2,776.08</u>								
153396	3/10/2025		7333 YALE MECHANICAL, LLC							
		1,327.00	HEATING HVAC MAINT		120751	262033	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		<u>1,327.00</u>								
153397	3/10/2025		2867 ZIEGLER, INC.							
		417.70	HOSES #302		120753	IN001817494	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		417.70	LOADER HYDRAUL HOSES		120754	IN001817429	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		<u>835.40</u>								

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153397	3/10/2025		2867 ZIEGLER, INC.						Continued...	
153398	3/17/2025		1018 ADVANCED GRAPHIX, INC.							
		76.50	2152 RELABEL SQUAD #		120843	216127	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		76.50								
153399	3/17/2025		2134 AMERICAN MAILING MACHINES							
		239.00	POSTAGE MACHINE INK		120792	IN123692	10150.6201		OFFICE SUPPLIES	FINANCE
		15.66	FREIGHT		120792	IN123692	10150.6201		OFFICE SUPPLIES	FINANCE
		254.66								
153400	3/17/2025		14765 AMERITAS LIFE INSURANCE CORP.							
		379.50	VISION PREMIUM: MAR25		120793	010-065206-CITY SSP	10101.2181		EYE MED INSURANCE	GENERAL FUND
		379.50								
153401	3/17/2025		5978 BAUER SERVICES							
		5,366.00	WTR TWR SYST-9TH/17TH/19TH		120794	03042025-7053	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		6,900.00	REBLD SEWER CHEWER		120795	03042025-7051	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		12,266.00								
153402	3/17/2025		2287 CENTURYLINK							
		102.40	WIRELEASE		120848	333952345 3/1/25	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		80.52	WIRELEASE		120849	333785049 3/1/25	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		102.40	WIRELEASE		120850	333606706 3/1/25	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		285.32								
153403	3/17/2025		1184 CINTAS CORPORATION #754							
		383.08	SAFETY MATS		120796	4223054919	10320.6210		OPERATING SUPPLIES	PUBLIC WORKS
		90.55	UNIFORMS/TOWELS		120796	4223054919	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		473.63								
153404	3/17/2025		10675 CITY OF BLOOMINGTON							
		280.00	WATER TESTING		120797	24745	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		280.00								
153405	3/17/2025		1223 CRYSTEEL TRUCK EQUIPMENT							
		260.64	PWR/GROUND CABLES #320		120798	FP198987	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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153405	3/17/2025		1223 CRYSTEEL TRUCK EQUIPMENT						Continued...	
		260.64								
153406	3/17/2025		1226 CULLIGAN WATER							
		715.70	SOFTNER SALT/WATER		120799	157-01458058-1 2/28/25	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		715.70								
153407	3/17/2025		1270 DCA TITLE-THE TITLE TEAM							
		600.00	TITLE COMMIT-LOTS 1-7 SUB 8		120800	DC250467	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		600.00								
153408	3/17/2025		1303 DOODY CLEANING SERVICES							
		370.00	FEB25 CLEANING-AIRPORT		120892	932	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		370.00								
153409	3/17/2025		1473 GERTEN GREENHOUSES INC. - 446133							
		21.80	BUNDLE OF FIREWOOD		120801	550563/1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		21.80								
153410	3/17/2025		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		147.00	BUS CARDS(3) COUNCIL		120802	82612D	10110.6430		MISCELLANEOUS	MAYOR AND COUNCIL
		147.00								
153411	3/17/2025		5590 GOODYEAR TIRE & RUBBER CO.							
		790.00	TIRES #2157		120803	124-1113719	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		790.00								
153412	3/17/2025		1560 HEALTHPARTNERS							
		1,243.34	DENTAL PREMIUM: APR 2025		120804	767352906873	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		1,243.34								
153413	3/17/2025		13401 HERO HOME SERVICES, INC.							
		44.00	BLDG PERMIT RFD-259 2ND		120851	SS044779	10420.4267		GAS AND WATER HEATING	CODE ENFORCEMENT
		1.00	STATE SURCHARGE		120851	SS044779	10101.2083		SURCHARGES	GENERAL FUND
		5.00-	ADMIN SVC FEE		120851	SS044779	10420.4493		OTHER CHARGE FOR SERVICE - COM	CODE ENFORCEMENT
		40.00								
153414	3/17/2025		1615 HUEBSCH OF MINNESOTA							
		129.72	NM-BRUSHMATS-FEB25		120805	20383991	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		129.72	NM-BRUSHMATS-FEB25		120806	20385670	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG

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153414	3/17/2025		1615 HUEBSCH OF MINNESOTA						Continued...	
		129.72	NM-BRUSHMATS-FEB25		120807	20387360	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		129.72	NM-BRUSHMATS-FEB25		120808	20389069	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		79.87	JC-BRUSHMATS-FEB25		120809	20383990	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		79.87	JC-BRUSHMATS-FEB25		120810	20385669	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		79.87	JC-BRUSHMATS-FEB25		120811	20387359	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		79.87	JC-BRUSHMATS-FEB25		120812	20389068	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		838.36								
153415	3/17/2025		1667 INVER GROVE FORD							
		1,697.40	PWR WIND/WARN LGT#322		120813	6436747	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,697.40								
153416	3/17/2025		14731 JLG ARCHITECTS							
		8,300.00	PROF SVC END 2/28/25		120814	24244-5	40402.6302	PR2111	PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		8,300.00								
153417	3/17/2025		14297 JN TACTICAL							
		200.00	40MMBORE SIGHTER/LAUNCHRS		120815	25-00160	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		200.00								
153418	3/17/2025		1811 LAWSON PRODUCTS INC.							
		170.62	AMP FUSE/LOCKNUTS/HEX		120816	9312263026	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,138.02	ELBOWS/CONNS/TEES/BATTRY		120817	9312267052	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,308.64								
153419	3/17/2025		1911 MENARDS, INC-WEST ST PAUL							
		49.98	HEAVY DUTY CAN		120818	7611	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		8.49	BATTERIES		120819	7761	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		128.58	SCW/WSHR/CHAINS/CL ROD		120820	7352	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		70.54	LAG SCREWS		120821	7457	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		100.35	LUMBER		120822	7409	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		8.77	COPPER CAPS/MESH		120889	5112	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		366.71								
153420	3/17/2025		1913 MERIT ELECTRIC COMPANY							
		146.80	DISC FEED&LABEL PANEL		120823	78710	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		146.80								
153421	3/17/2025		1948 MIDWEST SAFETY COUNSELORS, INC.							
		95.70	HI-VIS SHIRTS		120824	IVC0073214	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS

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153421	3/17/2025		1948 MIDWEST SAFETY COUNSELORS, INC.						Continued...	
		341.00	HI-VIS SHIRTS		120824	IVC0073214	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		36.64	HI-VIS SHIRTS		120824	IVC0073214	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		<u>473.34</u>								
153422	3/17/2025		2907 MINNESOTA DEPARTMENT OF PUBLIC SAFETY							
		70.00	(14) VEHICLE PLATES		120825	03/04/2025	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		<u>70.00</u>								
153423	3/17/2025		14259 MUNICIPAL BUILDERS, INC							
		517,583.75	WELL #3 TREATMENT		120826	PMT 17	50605.6520	202311	BUILDINGS AND STRUCTURE	WATER UTILITY
		<u>517,583.75</u>								
153424	3/17/2025		7391 NAN MCKAY AND ASSOCIATES, INC.							
		75.00	FINAL RPT/PINKTRESS FORMAT		120827	PCSOP02755	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		<u>75.00</u>								
153425	3/17/2025		9298 NAPA NEWPORT							
		181.91	OIL & AIR FILTERS		120828	143824	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		85.20	OIL FILTERS		120829	143303	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>267.11</u>								
153426	3/17/2025		5682 NITTI SANITATION							
		325.18	TRASH SVC-WOOG ARENA		120830	0000733645	20243.6379		CONT SERV/REFUSE & SANITATION	DOUG WOOG ARENA
		<u>325.18</u>								
153427	3/17/2025		14663 SWANSON HASKAMP CONSULTING, LLC							
		5,610.00	SO CONCORD STUDY		120834	1461	20284.6302	227690	PROFESSIONAL SERVICES	DEVELOPMENT
		<u>5,610.00</u>								
153428	3/17/2025		2601 SYSCO - MINNESOTA INC.							
		255.50	CONCESSIONS		120835	547754053	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		127.75	CONCESSIONS		120836	547754054	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>383.25</u>								
153429	3/17/2025		14773 THE LINCOLN NATIONAL LIFE INSURANCE CO							
		358.26	CRITICAL ILLNESS JAN25		120893	4521881	10101.2183		HARTFORD CRITICAL ILLNESS	GENERAL FUND
		415.19	ACCIDENT INSUR JAN25		120893	4521881	10101.2184		HARTFORD ACCIDENT POLICY	GENERAL FUND
		308.74	HOSP INDEMNITY JAN25		120893	4521881	10101.2186		HEALTH INDEMNITY	GENERAL FUND
		358.26	CRITICAL ILLNESS FEB25		120894	4521883	10101.2183		HARTFORD CRITICAL ILLNESS	GENERAL FUND
		426.58	ACCIDENT INSUR FEB25		120894	4521883	10101.2184		HARTFORD ACCIDENT POLICY	GENERAL FUND

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153429	3/17/2025		14773 THE LINCOLN NATIONAL LIFE INSURANCE CO						Continued...	
		285.13	HOSPITAL INSUR FEB25		120894	4521883	10101.2186		HEALTH INDEMNITY	GENERAL FUND
		353.30	CRITICAL ILLNESS MAR25		120895	4521884	10101.2183		HARTFORD CRITICAL ILLNESS	GENERAL FUND
		415.19	ACCIDENT INSUR MAR25		120895	4521884	10101.2184		HARTFORD ACCIDENT POLICY	GENERAL FUND
		285.13	HOSPITAL IDEMNITY MAR25		120895	4521884	10101.2186		HEALTH INDEMNITY	GENERAL FUND
		1,840.42	JAN25 LONG-TERM DIS		120896	JAN 2025	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		2,738.60	JAN25 GRP/AD&D/VOLUNTARY		120896	JAN 2025	10101.2178		LIFE INSURANCE	GENERAL FUND
		1,670.20	JAN25 SHORT-TERM DIS		120896	JAN 2025	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		1,839.44	FEB25 LONG-TERM DIS		120897	FEB 2025	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		2,738.60	FEB25 GRP/AD&D/VOLUNTARY		120897	FEB 2025	10101.2178		LIFE INSURANCE	GENERAL FUND
		1,636.70	FEB25 SHORT-TERM DIS		120897	FEB 2025	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		1,837.48	MAR25 LONG-TERM DIS		120898	MAR 2025	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		2,723.60	MAR25 GRP/AD&D/VOLUNTARY		120898	MAR 2025	10101.2178		LIFE INSURANCE	GENERAL FUND
		1,656.85	MAR25 SHORT-TERM DIS		120898	MAR 2025	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		21,887.67								
153430	3/17/2025		2664 TRACTOR SUPPLY CREDIT PLAN							
		15.99	ORBIT PROFLO THUMB CNTRL		120837	200661125	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		15.99								
153431	3/17/2025		6854 VALLEY IMAGES PHOTOGRAPHY							
		50.00	33- PROFESSIONAL PHOTO		120846	3104	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		50.00	43- PROFESSIONAL PHOTO		120846	3104	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		50.00	32- PROFESSIONAL PHOTO		120846	3104	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		50.00	42-PROFESSIONAL PHOTO		120846	3104	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		200.00								
153432	3/17/2025		2751 VERIZON WIRELESS							
		100.03	PW IPAD		120888	6106700327	10320.6390		POSTAGE AND TELEPHONE	PUBLIC WORKS
		60.01	PW PARKS IPAD		120888	6106700327	10340.6390		POSTAGE AND TELEPHONE	PARKS FACILITIES AND MTNCE
		243.32	ENG		120888	6106700327	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
		95.13	INSP & HOTSPOT		120888	6106700327	10410.6390		POSTAGE AND TELEPHONE	DEVELOPMENT SERVICES
		40.01	CODE ENF		120888	6106700327	10420.6390		POSTAGE AND TELEPHONE	CODE ENFORCEMENT
		40.01	P&R SPLASH POOL		120888	6106700327	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		40.01	P&R NV POOL		120888	6106700327	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		40.01	POLICE 4G MOBILE		120888	6106700327	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		124.92	HOUSING		120888	6106700327	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		240.06	PW-H20		120888	6106700327	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		40.01	PW-SAN SEW NE LIFT 2971		120888	6106700327	50606.6390		POSTAGE AND TELEPHONE	SEWER UTILITY
		120.03	PW STORM LIFT 7714/7983/2875		120888	6106700327	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		1,183.55								

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153432	3/17/2025		2751 VERIZON WIRELESS						Continued...	
153433	3/17/2025		5864 VERIZON WIRELESS							
		255.26	CONNECT PH#/IPADS/SCADIA		120847	6107364041	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		255.26								
153434	3/17/2025		2844 WSB & ASSOC INC							
		1,169.00	CONCORD EXCH PRJ JAN25		120838	R-023128-000-20	40440.6302	202401	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		875.50	FORESTRY ASST JAN25		120839	R-025193-000-9	10320.6302		PROFESSIONAL SERVICES	PUBLIC WORKS
		4,077.00	LEVANDER POND JAN25		120840	R-020871-000-18	50610.6302	202209	PROFESSIONAL SERVICES	STORM WATER UTILITY
		533.50	SEIDLS TR/SHORE/HABIT JAN25		120841	R-022116-000-25	50610.6302	202115	PROFESSIONAL SERVICES	STORM WATER UTILITY
		1,770.50	23-'25 MS4 SVC JAN25		120842	R-022386-000-14	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		1,200.00	WATER UTILITY PRO SVC		120844	R-027784-000-1	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		1,200.00	SEWER UTILITY PRO SVC		120844	R-027784-000-1	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		1,200.00	STORM WTR UTIL PRO SVC		120844	R-027784-000-1	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		206.00	GEN ENG SVC JAN25		120845	R-022347-000-14	10315.6302		PROFESSIONAL SERVICES	ENGINEERING
		12,231.50								
153435	3/17/2025		2849 XCEL ENERGY							
		100.69	LGTS@1203 7TH A S		120852	51-0014976969-4 2/27/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		4,440.06	CITY HALL		120853	51-4686910-7 3/4/25	10330.6385		UTILITY SERVICE	BUILDINGS
		120.21	ST LGT UTILITY FUND		120853	51-4686910-7 3/4/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		60.67	LGTS @ LORRAINE		120854	51-6579081-8 2/24/25	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		98.56	POLICE		120855	51-4903872-2 2/24/25	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		93.91	LGTS@336 CONCORD EXCH		120856	51-0014881334-6 2/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		43.82	ELEC@252 CONCORD EXCH		120857	51-0015062554-7 2/24/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		788.69	SPLASH POOL		120858	51-5316080-0 2/28/25	10527.6385		UTILITY SERVICE	SPLASH POOL
		121.78	NORTHVIEW POOL		120858	51-5316080-0 2/28/25	10528.6385		UTILITY SERVICE	NORTHVIEW POOL
		3,272.07	PARKS		120858	51-5316080-0 2/28/25	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		290.59	ST LGT UTILTIY FUND		120858	51-5316080-0 2/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY

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153435	3/17/2025		2849 XCEL ENERGY						Continued...	
		329.70	GAS CHGS-240 CONCORD ST N		120859	51-0015183333-6 3/6/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		279.53	WOOG OFFICE 1/28-2/27/25		120860	51-0013450928-0 2/28/25	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		11.33	UNIT LGT-159 3RD A S		120861	51-0012493330-7 2/27/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		137.46	UNIT LGT@922 CONCORD		120862	51-0013651320-2 2/27/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		9.12	ELEC CHGS 701 HARDMAN		120863	51-0010192409-1 2/27/25	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		177.31	ST LGT@535 5TH A S		120864	51-0012916288-2 2/27/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		94.65	LGT@400 WENTWORTH RDBT		120865	51-9401746-0 2/27/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		9.12	SPEED SIGN@203 14TH A		120866	51-0012349058-1 2/27/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		75.09	UNIT LGT@1301 CONCORD		120867	51-0013651382-6 2/27/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		193.37	UNIT LGT@437 CONCORD		120868	51-0013650737-3 2/27/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		22.95	POLICE STORAGE GARAGE		120869	51-0012468412-3 2/27/25	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		162.86	UNIT LGT@497 CONCORD		120870	51-0013650792-0 2/27/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		38.74	LGT 494/7TH-940 7TH A S		120871	51-9434183-8 2/27/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		52.95	LGT 494/7TH-1020 7TH A S		120872	51-9434218-0 2/27/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		883.88	ELEC CHGS-675 VERDEROSA		120873	51-0014533853-7 2/27/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		20,573.79	WATER		120874	51-5844319-7 3/5/25	50605.6385		UTILITY SERVICE	WATER UTILITY
		266.77	ELEC CHGS-681 VERDEROSA		120875	51-0010194337-8 2/28/25	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		12.13	UNIT LGT@1115 SVB		120876	51-0012493326-1 3/3/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		43.42	ELEC CHGS-228 HARDMAN		120877	51-0346935-2 2/28/25	50606.6385		UTILITY SERVICE	SEWER UTILITY
		14.86	LGT-BROMLEY ICE RINK		120878	51-6322985-8	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE

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153435	3/17/2025		2849 XCEL ENERGY						Continued...	
		96.18	LGT@1129 19TH A N		120879	3/3/25 51-9235217-7	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		5,129.89	PUBLIC WORKS		120880	2/27/25 51-4242183-6	10320.6385		UTILITY SERVICE	PUBLIC WORKS
		207.77	STORM SEWER		120880	2/28/25 51-4242183-6	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		236.50	ST LGT UTILITY FUND		120880	2/28/25 51-4242183-6	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		14,903.32	STREET LIGHTS		120881	2/28/25 51-6871028-3	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		2,399.14	AIRPORT		120882	3/3/25 51-6236355-3	20245.6385		UTILITY SERVICE	AIRPORT
		75.20	LFT 555 HARDMN/251 BRDGPT		120883	2/28/25 51-9441931-9	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		2,094.42	LIBRARY		120884	2/28/25 51-4172907-3	10330.6385		UTILITY SERVICE	BUILDINGS
		227.14	PED WALKWAY LGTS		120885	2/28/25 51-4332057-4	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		39.54	ELEC CHGS-1417 4TH-SEIDLS		120886	2/28/25 51-0013543618-2	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		32.93	GAS CHGS-681 VERDEROSA		120887	2/28/25 51-0010407065-2	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		84.53	LGTS@108 CONCORD EXCH		120890	2/28/25 51-0014881319-7	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		121.90	LGTS@WAKOTA BRDG-545 HARDMN		120891	2/27/25 51-7976470-2	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		9,255.64	WOOG ARENA 1/28-2/27		120899	2/28/25 51-5660593-9	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
						3/6/25				
		67,724.18								
801170	3/7/2025		1818 LELS LOCAL 95							
		105.00			120781	030525839243	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		105.00								
801171	3/7/2025		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		964.34			120783	030525839245	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		964.34								
801172	3/7/2025		2243 POLICE FLOWER FUND							

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801172	3/7/2025		2243 POLICE FLOWER FUND						Continued...	
		41.00			120776	0305258392415	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		41.00								
801173	3/10/2025		2585 STREICHER'S - MINNEAPOLIS							
		279.00	23-VEST CARRIER		120741	11746570	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		290.99	23-VEST CARRIER&NAME TAPE		120742	11746557	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		569.99								
801174	3/10/2025		2855 YOUNG, SHANNON							
		16.20	BALL HOCKEY BALLS		120752	3/3/25	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		129.74	KEYBOARD		120752	3/3/25	10520.6201		OFFICE SUPPLIES	PARKS ADMINISTRATION
		145.94								
801175	3/17/2025		2289 R&R SPECIALTIES OF WISCONSIN, INC.							
		2,017.80	STUDDER TIRES (6)-ZAMBONI		120831	0084302-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		65.00	ZAMBONI BLADE SHARPEN		120832	0084819-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		2,082.80								
801176	3/17/2025		2585 STREICHER'S - MINNEAPOLIS							
		30.00	46-SHIRT ALTERATION		120833	11748020	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		30.00								
2025071	3/3/2025		6037 HEALTHPARTNERS-DENTAL							
		1,580.80	DENTAL CLAIMS PAID		120788	02/20/25-02/26/25	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		1,580.80								
2025072	2/28/2025		8517 BOND TRUST SERVICES CORPORATION							
		6,790.00	2017A INTEREST		120791	93647	30322.6611		BOND INTEREST	2017A TAXABLE GO AIRPORT
		6,790.00								
2025073	3/7/2025		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		717.12			120784	030525839246	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		46.14			120785	030525839247	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		207.66			120786	030525839248	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		129.58			120787	030525839249	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		1,100.50								
2025074	3/7/2025		2013 MINNESOTA REVENUE (C)							
		597.51			120771	0305258392410	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2025074	3/7/2025		2013 MINNESOTA REVENUE (C)						Continued...	
		597.51								
2025075	3/7/2025		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		3,677.50			120773	0305258392412	10101.2175		OTHER RETIREMENT	GENERAL FUND
		3,677.50								
2025076	3/7/2025		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		15,047.11			120774	0305258392413	10101.2175		OTHER RETIREMENT	GENERAL FUND
		15,047.11								
2025077	3/7/2025		2200 PERA							
		78,404.99			120775	0305258392414	10101.2174		PERA	GENERAL FUND
		78,404.99								
2025078	3/7/2025		2748 MISSION SQUARE TRANSFER (EFT)							
		2,110.00			120777	0305258392416	10101.2175		OTHER RETIREMENT	GENERAL FUND
		2,110.00								
2025079	3/7/2025		14645 MEDSURETY, LLC							
		6,567.71			120779	0305258392418	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		6,567.71								
2025080	3/7/2025		1338 EFTPS							
		43,142.47			120770	030525839241	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		44,848.96			120780	030525839242	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		87,991.43								
2025081	3/7/2025		2013 MINNESOTA REVENUE (C)							
		19,706.82			120772	0305258392411	10101.2172		STATE WITHHOLDING	GENERAL FUND
		19,706.82								
2025082	3/5/2025		14645 MEDSURETY, LLC							
		188.00	FSA REIMB-HEALTH 2025		120900	03/04/2025	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		188.00								
2025083	3/9/2025		14645 MEDSURETY, LLC							
		336.00	FEB 2025		120902	39218	10125.6375		OTHER CONTRACTED SERVICES	HUMAN RESOURCES
		336.00	MAR 2025		120902	39218	10125.6375		OTHER CONTRACTED SERVICES	HUMAN RESOURCES
		672.00								

Council Check Register by GL
Council Check Register and Summary

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<u>Check #</u>	<u>Date</u>	<u>Amount</u>	<u>Supplier / Explanation</u>	<u>PO #</u>	<u>Doc No</u>	<u>Inv No</u>	<u>Account No</u>	<u>Subledger</u>	<u>Account Description</u>	<u>Business Unit</u>
2025084	3/10/2025		6037 HEALTHPARTNERS-DENTAL						Continued...	
		1,688.69	DENTAL CLAIMS PAID		120903	02/27/25-03/05/25	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>1,688.69</u>								
2025085	3/12/2025		14645 MEDSURETY, LLC							
		222.18	HRA REIMBURSEMENT 2025		120904	03/11/2025	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>222.18</u>								
		<u>1,230,024.87</u>	Grand Total							
									<u>Payment Instrument Totals</u>	
								Checks	999,740.56	
								EFT Payments	226,345.24	
								A/P ACH Payment	<u>3,939.07</u>	
								Total Payments	1,230,024.87	



CITY COUNCIL AGENDA REPORT

DATE: March 17, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Business Licenses

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Municipal Code requires that all licenses are approved by the City Council and subject to submittal of insurance certificates, forms and background investigation, when required, prior to issuance. The attached listing contains new and/or renewal applications which have been applied for since the last City Council Meeting. These licenses will expire as indicated on the attached report.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Business Licenses 03-17-2025

City of South St. Paul
City Council Report - Business Licenses

Company	License Nbr	License Type	Status	Exp Date	House Nbr	Street Name	Unit
Jordan Will	00016199	Chicken License	A	Lifetime	1037	8th Ave S	
Michael Moser	00016185	Housing Evaluator-TOS/Rental	A	5/31/2026			
Brent Williams	00016186	Housing Evaluator-TOS/Rental	A	5/31/2026			
Joseph R Lundequam	00016189	Housing Evaluator-TOS/Rental	A	5/31/2026			
Danner Inc.	00016148	Petroleum Dealer	A	5/31/2026	843	Hardman Ave S	
Robert Kemmetmueller	00015373	Rental Housing	A	5/31/2026	336	13th Ave S	
Marsha Anderson	00015374	Rental Housing	A	5/31/2026	702	13th Ave N	
Greg Kuntz	00015376	Rental Housing	A	5/31/2026	105	10th Ave N	
Shari McDonald	00015379	Rental Housing	A	5/31/2026	120-122	11th Ave N	
Shari McDonald	00015380	Rental Housing	A	5/31/2026	124	11th Ave N	
James R. Funes	00015384	Rental Housing	A	5/31/2026	730	11th Ave N	
Michael D. Blaeser	00015389	Rental Housing	A	5/31/2026	337	12th Ave S	
Michael D. Blaeser	00015394	Rental Housing	A	5/31/2026	308	13th Ave S	
Laurie Macko	00015406	Rental Housing	A	5/31/2026	415	18th Ave N	
Lynn & Ron Schardt	00015409	Rental Housing	A	5/31/2026	120	19th Ave S	
Laurie Macko	00015411	Rental Housing	A	5/31/2026	219	19th Ave S	
Zagloba Society, Inc. 1033	00015419	Rental Housing	A	5/31/2026	622	1st Ave S	
Robert Kronick	00015420	Rental Housing	A	5/31/2026	700-702	1st Ave S	
James L. Lang	00015421	Rental Housing	A	5/31/2026	704	1st Ave S	
Stanley F. Butina	00015433	Rental Housing	A	5/31/2026	400	2nd Ave S	
Stanley F. Butina	00015434	Rental Housing	A	5/31/2026	400.5	2nd Ave S	
Stanley F. Butina	00015436	Rental Housing	A	5/31/2026	404	2nd Ave S	
Grant Pylkas	00015440	Rental Housing	A	5/31/2026	311	3rd Ave S	
Thomas Jussila	00015444	Rental Housing	A	5/31/2026	436	3rd Ave S	
Carol L. Petrich	00015447	Rental Housing	A	5/31/2026	1124-1126	3rd St N	
Patricia M. Kraus & Kevin J. Kraus	00015448	Rental Housing	A	5/31/2026	153	4th Ave S	
Daniel Farias Armenta	00015449	Rental Housing	A	5/31/2026	347	4th Ave S	
Stewart Property	00015459	Rental Housing	A	5/31/2026	250	6th Ave N	
Patrick M. Kasper	00015466	Rental Housing	A	5/31/2026	440	7th Ave S	
James A. Weinzettel	00015467	Rental Housing	A	5/31/2026	801	7th Ave S	
Jiles Wanna	00015471	Rental Housing	A	5/31/2026	125	8th Ave S	
Michael J. White	00015492	Rental Housing	A	5/31/2026	603	Dwane St	
Richard J. Weldon	00015505	Rental Housing	A	5/31/2026	136	Macarthur St E	

City of South St. Paul
City Council Report - Business Licenses

Company	License Nbr	License Type	Status	Exp Date	House Nbr	Street Name	Unit
Carroll Sengbusch	00015506	Rental Housing	A	5/31/2026	915	Marie Ave	
Alan J. Challberg	00015518	Rental Housing	A	5/31/2026	1825-1827	Southview Blvd	
Marsha Anderson	00015526	Rental Housing	A	5/31/2026	549	7th Ave S	
T Rental LLC	00015527	Rental Housing	A	5/31/2026	221	Grand Ave W	208
Richard Finger	00015539	Rental Housing	A	5/31/2026	416	3rd Ave S	
Keith Niemi	00015551	Rental Housing	A	5/31/2026	221	Grand Ave W	307
Keith Niemi	00015556	Rental Housing	A	5/31/2026	221	Grand Ave W	210
Keith Niemi	00015558	Rental Housing	A	5/31/2026	221	Grand Ave W	107
Keith Niemi	00015561	Rental Housing	A	5/31/2026	221	Grand Ave W	114
Leo Pipe Properties LLC	00015566	Rental Housing	A	5/31/2026	212-214	Ash St W	
Laurie Macko	00015572	Rental Housing	A	5/31/2026	1924	Eva Ln	
Susan Scharenbroich	00015576	Rental Housing	A	5/31/2026	220	8th Ave S	
Laurie Macko	00015577	Rental Housing	A	5/31/2026	1936	Eva Ln	
Deborah Sengbusch	00015587	Rental Housing	A	5/31/2026	658	8th Ave S	
Lewis Khalil	00015588	Rental Housing	A	5/31/2026	205	11th Ave S	
Carroll Sengbusch	00015600	Rental Housing	A	5/31/2026	921	Marie Ave	
Keith Niemi	00015623	Rental Housing	A	5/31/2026	221	Grand Ave W	305
Xin Zhou	00015627	Rental Housing	A	5/31/2026	221	Grand Ave W	206
Mandisa Lee Varner	00015654	Rental Housing	A	5/31/2026	215	2nd Ave S	
Michael D. Blaeser	00015663	Rental Housing	A	5/31/2026	501-503	10th Ave S	
Masla Investment Group LLC	00015670	Rental Housing	A	5/31/2026	133-135	8th Ave S	
Jeffrey Daniel Simek	00015697	Rental Housing	A	5/31/2026	1117	9th Ave S	
Matthew Gary Main	00015720	Rental Housing	A	5/31/2026	1815	Marie Ave	
Brian Charles Boeh	00015735	Rental Housing	A	5/31/2026	2400	Francis St	
Lexa Makay Sinn	00015760	Rental Housing	A	5/31/2026	854	8th Ave S	
Keith Niemi	00015766	Rental Housing	A	5/31/2026	221	Grand Ave W	104
Jesse Lee Polomny	00015792	Rental Housing	A	5/31/2026	448	1st Ave S	
Keith Niemi	00015795	Rental Housing	A	5/31/2026	221	Grand Ave W	315
Ong Her	00015799	Rental Housing	A	5/31/2026	337	Chestnut St	
Xeng Thao	00015820	Rental Housing	A	5/31/2026	447	5th Ave S	
Benjamin Conlon	00015827	Rental Housing	A	5/31/2026	707	20th Ave N	
10 MABC Portfolio, LLC	00015845	Rental Housing	A	5/31/2026	1522	Waterloo Ave	
William Bernier	00015862	Rental Housing	A	5/31/2026	827	22nd Ave N	

City of South St. Paul
City Council Report - Business Licenses

Company	License Nbr	License Type	Status	Exp Date	House Nbr	Street Name	Unit
Jesse Quillan Saver	00015885	Rental Housing	A	5/31/2026	637	5th Ave S	
Jacob Smith	00015898	Rental Housing	A	5/31/2026	239	Park St W	
Bernard Rush	00015899	Rental Housing	A	5/31/2026	545	1st Ave S	
Lynn & Ron Schardt	00015900	Rental Housing	A	5/31/2026	238	6th Ave N	
Rafael Ortiz Castillo	00015912	Rental Housing	A	5/31/2025	136	18th Ave S	
Russom Solomon	00015913	Rental Housing	A	5/31/2026	622-626	15th Ave N	
Metzen Enterprises	00015914	Rental Housing	A	5/31/2026	114	Dale St W	
150 Ash St LLC	00015925	Rental Housing	A	5/31/2026	150-152	Ash St W	
Bruch Enterprises	00015927	Rental Housing	A	5/31/2026	352	9th Ave S	
Joseph Ring	00015948	Rental Housing	A	5/31/2026	1621	Concord St N	
Lakeesha Marie Jones	00015951	Rental Housing	A	5/31/2026	1529-1531	Wentworth Ave	
Xeng Thao	00015966	Rental Housing	A	5/31/2026	224	Poplar St E	
Gretchen Lynn Weitnauer	00015972	Rental Housing	A	5/31/2026	726	1st Ave S	
Iris Drive LLC	00016197	Rental Housing	A	5/31/2026	617	2nd Ave S	
Truman Q Marty	00016198	Rental Housing	A	5/31/2026	328	10th Ave S	
CAG Minnesota Funding II LLC	00016202	Rental Housing	A	5/31/2026	118	13th Ave S	
CAG Minnesota Funding II LLC	00016204	Rental Housing	A	5/31/2026	305	5th Ave S	
CAG Minnesota Funding II LLC	00016205	Rental Housing	A	5/31/2026	643	14th Ave N	
Mille Lacs Band of Ojibwe	00016207	Rental Housing	A	5/31/2026	1708	Hawley Ave	
Trinoja-South, LLC	00015987	Rental Housing Multi Family Dwelling (4+)	A	5/31/2026	136	11th Ave N	
Snelling Real Estate Holdings, LLC	00016008	Rental Housing Multi Family Dwelling (4+)	A	5/31/2026	2008	4th St S	
Michael D. Blaeser	00016037	Rental Housing Multi Family Dwelling (4+)	A	5/31/2026	1565	Motor Ave	
Louis Kanavati	00016039	Rental Housing Multi Family Dwelling (4+)	A	5/31/2026	119	Southview Blvd	
No. 1 Murr, Inc.	00016041	Rental Housing Multi Family Dwelling (4+)	A	5/31/2026	925	Southview Blvd	
Gerald & Susan Lerfald	00016043	Rental Housing Multi Family Dwelling (4+)	A	5/31/2026	612	Stewart Ave	
1700 Bromley Ave, LLC	00016054	Rental Housing Multi Family Dwelling (4+)	A	5/31/2026	1700	Bromley St	
Nicollet Ave, LLC	00016058	Rental Housing Multi Family Dwelling (4+)	A	5/31/2026	352	21st Ave S	
10 MABC Portfolio, LLC	00016067	Rental Housing Multi Family Dwelling (4+)	A	5/31/2026	358	2nd Ave S	
Healing Home, LLC	00016074	Rental Housing Multi Family Dwelling (4+)	A	5/31/2026	200	3rd Ave S	
Jeffrey Vergara Gapp	00016076	Rental Housing Multi Family Dwelling (4+)	A	5/31/2026	200	1st Ave S	
Westview Investment LLC	00016091	Rental Housing Multi Family Dwelling (4+)	A	5/31/2026	1820	Bromley St	



CITY COUNCIL AGENDA REPORT

DATE: March 17, 2025
DEPARTMENT: Engineering
PREPARED BY: Nick Guilliams
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Professional Services Agreement with Advanced Engineering and Environmental Services, LLC to Update the City's Well Head Protection Plan

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Staff recommends that the Council approve an agreement with AE2S to update the City's Wellhead Protection Plan in the amount not to exceed \$67,810.00.

OVERVIEW

Wellhead protection is a method used to safeguard public water supply wells by preventing contaminants from entering the areas that contribute water to the well or wellfield over time. This program has been in place in Minnesota since the Minnesota Department of Health (MDH) implemented its Wellhead Protection Rules in November 1997. The MDH initiated its Wellhead Protection Plan (WHPP) Program in response to the 1986 Safe Drinking Water Act Amendments, with statutory authority granted by the Minnesota Groundwater Protection Act of 1989. The MDH requires public water suppliers to update their WHPP every ten years. The city's wellhead protection plan was last amended and approved on August 19, 2015, and will remain in effect until August 19, 2025.

The preparation and amendment of the WHPP requires a consultant who specializes in preparing and amending WHPPs with specific expertise in hydrogeologic modeling and groundwater chemistry. The amendment process typically takes about two years to complete and consists of two main parts. Part 1 involves collecting relevant data to refine the existing conceptual hydrogeologic model specific to the city and its surrounding area. This hydrogeologic model is essential for delineating the wellhead protection area (WHPA). Part 2 focuses on gathering additional data to complete the inventory of potential contaminant sources and developing updated land use or management strategies for the WHPA.

SOURCE OF FUNDS

Water Utility Fund

ATTACHMENTS

1. MDH WHPP Amendment Notice
2. MDH Scoping Notice
3. Master Services Agreement with AE2S
4. Task Order No.1 - WHPP Update



Protecting, Maintaining and Improving the Health of All Minnesotans

July 24, 2024

Mr. Nick Guiliams, PE, City Engineer
City of South St. Paul
125 Third Avenue North
South St. Paul, Minnesota 55075

Dear Mr. Guiliams:

Re: Wellhead Protection (WHP) Plan Amendment

According to our records, the city of South St. Paul is currently implementing a WHP plan, which was approved on August 19, 2015, and is in effect until August 19, 2025. The WHP rule (Minnesota Rules, part 4720.5570, subpart 3) requires a public water supplier to begin the process of reviewing and amending a WHP plan eight years after the date of the last approval of a plan by the Minnesota Department of Health (MDH). The city of South St. Paul is to begin amending their WHP plan immediately and submitting it to MDH by May 21, 2025. Submittal by this date allows adequate time for review by MDH and other state agencies as required by the state WHP rule.

Also, the WHP rule (Minnesota Rules, part 4720.5270, subpart 4, items A and B) requires that a WHP plan be evaluated every two and a half years or less after a plan has been approved by our department and when a WHP plan is amended. At the Scoping 1 meeting for the amendment with MDH staff, the city of South St. Paul will be required (Minnesota Rules, part 4720.5270, subpart 5) to submit an evaluation.

Failure to comply with these rule requirements may result in a Notice of Violation.

MDH is committed to providing you with a high level of assistance and technical support in this endeavor, and we look forward to working with you to amend your WHP plan. If you have any questions, please contact me at (651) 201-4386.

Sincerely,

A handwritten signature in black ink, appearing to read 'Abby Shea', written over a horizontal line.

Abby Shea, Planner
Source Water Protection Unit
Environmental Health Division
P.O. Box 64975
St. Paul, Minnesota 55164-0975

AS:TVW

cc: Ms. Robyn Hoerr, Minnesota Rural Water Association
Mr. Andrew Karp, Engineer, Community Public Water Supply Unit, Metro Office

An equal opportunity employer.

January 24, 2025

Nick Guilliams
South Saint Paul
125 Third Avenue North
South Saint Paul, Minnesota 55075

Dear Nick Guilliams,

Subject: Scoping Decision Notice No. 1 for the City of South Saint Paul, PWSID 1190020

This letter provides notice of the results of the Scoping 1 Meeting held between you, Dan Miller, Kelsey Gelhar (city of South Saint Paul, Roscoe Sopiwnik (LRE Water), Laura Wehr (AE2S), Robyn Hoerr (Minnesota Rural Water Association), and me (Minnesota Department of Health) on January 9, 2025, regarding wellhead protection planning. In general, the preparation of Part 1 of a Wellhead Protection Plan (WHPP) that will document the 1) delineation of a wellhead protection area, 2) delineation of a drinking water supply management area, and 3) assessments of well and aquifer vulnerability related to these areas for the primary water supply wells that are used by the study area communities. The wellhead protection area is the surface and subsurface area surrounding public water supply wells through which contaminants are likely to move and affect drinking water supply. The drinking water supply management area is the area delineated using identifiable landmarks that reflect the wellhead protection area boundaries as closely as possible.

Scoping Decision Notice Table 2 lists all Public Water Supply wells addressed by the WHPP. The primary wells are included within this notice and the emergency wells are exempt. However, the community must manage an inner wellhead management zone that is defined by a 200-foot radius around each emergency standby well.

The community will have until May 21, 2025, to complete the amendment of its entire Wellhead Protection Plan, Part 1 and Part 2. Work with Robyn to obtain an extension. The Minnesota Department of Health (MDH) highly recommends that half of the time be dedicated to completing Part 2 of the plan.

The community is responsible for Part 1 of the Wellhead Protection Plan. It is the responsibility of the community to assist with the data collection when requested. The community will be responsible for the completion of the Part 2 of the Wellhead Protection Plan, with technical assistance provided by MDH.

The Wellhead Protection Plan must be prepared in accordance with Minnesota Rules, parts 4720.5100 to 4720.5590. General wellhead protection requirements and criteria for delineating the wellhead protection area and data reporting are presented in Minnesota Rules, parts 4720.5500 to 4720.5510.

The enclosed Scoping Decision Notice No. 1 formally identifies the information necessary to meet rule requirements for preparing Part 1 of the Wellhead Protection Plan. The wellhead rule refers to the existing information required for wellhead planning as data elements. Much of this information is available in the public domain, as described in the Scoping Decision Notice No. 1 form. You only need to provide the information that is not in the public domain and, therefore, not available to MDH.

The Scoping Decision Notice No. 1 form also:

- Lists the Minnesota unique well number and well construction for each well that will be included in the Wellhead Protection Plan (Table 2).
- Lists the pumping volumes for each well (Table 3).
- Includes a map of the well locations.

A summary of the information that the community needs to provide is included at the end of the Scoping Decision Notice No. 1 form.

Finally, it is our understanding that you will serve officially as the wellhead protection manager on behalf of your community. If this is incorrect, please let me know. You are responsible for providing a notice of intent to develop the Wellhead Protection Plan, as required by the Wellhead Protection Rule (part 4720.5300, subpart 3). A copy of this notice should be forwarded to MDH and must include a list of the community's wells, the unique numbers, and contact information for you as wellhead protection manager. If you need an example notice, please reach out to Robyn Hoerr at robyn.hoerr@mrwa.com or by phone at 218-821-5028.

In closing, we look forward to working with you on completion of your Wellhead Protection Plan. If you have any questions regarding our comments, please contact me at 651-201-5841 or at anneka.munsell@state.mn.us.

Sincerely,

Anneka Munsell, PE

Hydrologist
Source Water Protection Unit
PO Box 64975
St. Paul, Minnesota 55164-0975
651-201-5841
anneka.munsell@state.mn.us
www.health.state.mn.us

Enclosures:

Scoping Notice

Map of Existing DWSMA

CC:

Abby Shea, Planner, Minnesota Department of Health, St. Paul District Office

Robyn Hoerr, Planner, Minnesota Rural Water

Andrew Karp, District Engineer, Minnesota Department of Health, Drinking Water Protection, St. Paul District Office

Travis Bavin, Hydrologist, Minnesota Pollution Control Agency, Solid Waste Permitting

Wellhead Protection Plan

Minnesota Department of Health
Source Water Protection Unit Staff
PO Box 64975
St. Paul, MN 55164-0975
Fax: 651-201-4701
health.drinkingwater@state.mn.us
www.health.state.mn.us

To obtain this information in a different format, call: 651-201-4700

Scoping Decision Notice No. 1

VULNERABLE SETTING

January 24, 2025

Introduction

The purpose for the first Scoping Meeting, as required by Minnesota Rules, part 4720.5310, is to discuss the information necessary for preparing the Part I Report of a Wellhead Protection Plan. The Part I Report identifies the area that provides the source of drinking water for the public water supply (PWS) so that the PWS can develop land use or management practices to protect their groundwater resource from contamination. Specifically, the Part I Report documents the delineation of the wellhead protection area (WHPA), the delineation of the drinking water supply management area (DWSMA) and assesses the vulnerability of the PWS well(s) and DWSMA.

The wellhead rule (Minnesota Rules, part 4720.5310) refers to the information required for wellhead planning as data elements. This form lists the data elements that are stated in Minnesota Rules, part 4750.5400. The Minnesota Department of Health (MDH) uses this form to designate which data elements are needed to prepare the Part I Report, based on the hydrogeological setting, vulnerability of the well(s), and aquifer information known at the time of the Scoping 1 Meeting.

Public Water Supply Contact Information:

Name: South Saint Paul

PWSID: 1190020

Wellhead Protection Manager: Nick Guilliams

Address: 125 Third Avenue North, South Saint Paul 55075

Unique well numbers included in notice:

200674, 200665, 208347, 127251, and 112201

Using the Data Elements Table

The data elements table describes the different datasets used to develop a wellhead protection plan. Each line of the data elements table has one data element. There are four different columns that could be checked with an “X”.

- If the “Not Necessary” column is checked, this means that the element is not required for the Part 1 Report of the wellhead protection plan.
- If the “Delineation” column is checked, this means the element is required for use in the delineation of the WHPA and/or the DWSMA.
- If the “Vulnerability” column is checked, this means the element is required for use in the vulnerability assessment of the PWS well(s) and/or DWSMA.
- If the “Submit” column is checked, this means the PWS is required to submit the information to MDH. Unless it is part of the public domain or submitted to Department of Natural Resources (DNR) through the Minnesota Permitting and Reporting System (MPARS).

Other Tables

Tables 2 and 3 contain data known by the Minnesota Department of Health (MDH), Minnesota Geologic Survey (MGS), Minnesota Pollution Control Agency (MPCA), Minnesota Department of Transportation (MNDOT), and Minnesota Department of Natural Resources (DNR). Please review these tables and verify the information is correct. If there is any incorrect information, please let me know.

Table 1. Data Elements

Data element type	Data Element	Not Necessary	Delineation	Vulnerability	Submit	Possible Data Source
Precipitation	A.1 Map or list of local precipitation gauging stations		X			Minnesota Climatology Working Group
Precipitation	A.2 Table showing the average monthly and annual precipitation, in inches, for the preceding five years		X			Minnesota Climatology Working Group
Geology	B.1 An existing geologic map and a description of the geology, including aquifers, confining layers, recharge areas, discharge areas, sensitive areas as defined in Minnesota Statutes, section 103H.005, subdivision 13, and groundwater flow characteristics		X	X		MGS, County well index (CWI)
Geology	B.2 Existing records of the geologic materials penetrated by wells, borings, exploration test holes, or excavations, including those submitted to the department		X	X	X	MGS, MDH, CWI
Geology	B.3 Existing borehole geophysical records from wells, borings, and exploration test holes.		X	X	X	MGS, CWI
Geology	B.4 Existing surface geophysical studies.		X	X	X	Varies
Soils	C.1 Existing maps of the soils and a description of soil infiltration characteristics.		X	X		Natural Resources Conservation Service (NRCS)
Soils	C.2 A description or an existing map of known eroding lands that are causing sedimentation problems.	X				NRCS
Water Resources	D.1 An existing map of the boundaries and flow directions of major watershed units and minor watershed units		X			DNR
Water Resources	D.2 An existing map and a list of public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15, and public drainage ditches		X	X		DNR
Water Resources	D.3 The shoreland classifications of the public waters listed under sub-item (2), pursuant to part 6120.3000 and Minnesota Statutes, sections 103F.201 to 103F.221.	X				
Water Resources	D.4 An existing map of wetlands regulated under Chapter 8420 and Minnesota Statutes, section 103G.221 to 103G.2373	X				
Water Resources	D.5 An existing map showing those areas delineated as floodplain by existing local ordinances	X				

SCOPING 1 NOTICE

Data element type	Data Element	Not Necessary	Delineation	Vulnerability	Submit	Possible Data Source
Land Use	E.1 An existing map of parcel boundaries.		X			County
Land Use	E.2 An existing map of political boundaries.				X	MN Geospatial Commons
Land Use	E.3 An existing map of public land surveys, including township, range, and section.		X			DNR
Land Use	E.4 A map and an inventory of the current and historical agricultural, residential, commercial, industrial, recreational, and institutional land uses and potential contaminant sources	X				
Land Use	E.5 An existing, comprehensive land-use map.	X				
Land Use	E.6 Existing zoning map.	X				
Public Utility Services	F.1 An existing map of transportation routes or corridors		X			MNDOT
Public Utility Services	F.2 An existing map of storm sewers, sanitary sewers, and the public water supply systems.		X		X	
Public Utility Services	F.3 An existing map of gas and oil pipelines used by gas and oil suppliers.	X				
Public Utility Services	F.4 An existing map or list of public drainage systems.		X	X		
Public Utility Services	F.5 An existing record of construction, maintenance, and use of the public water supply well(s) and other wells within the DWSMA.		X	X	X	CWI, MDH
Surface Water Quantity	G.1 An existing description of high, mean, and low flows on streams.		X	X		DNR
Surface Water Quantity	G.2 An existing list of lakes where the state has established ordinary high water marks.		X			DNR
Surface Water Quantity	G.3 An existing list of permitted withdrawals from lakes and streams, including source, use, and amounts withdrawn		X	X	X	DNR
Surface Water Quantity	G.4 An existing list of lakes and streams for which state protected levels or flows have been established		X			DNR

SCOPING 1 NOTICE

Data element type	Data Element	Not Necessary	Delineation	Vulnerability	Submit	Possible Data Source
Surface Water Quantity	G.5 An existing description of known water-use conflicts, including those caused by groundwater pumping		X	X	X	DNR
Groundwater Quantity	H.1 An existing list of wells covered by state appropriation permits, including amounts of water appropriated, type of use, and aquifer source.		X	X	X	DNR
Groundwater Quantity	H.2 An existing description of known well interference problems and water-use conflicts		X	X	X	DNR
Groundwater Quantity	H.3 An existing list of state environmental boreholes, including unique well number, aquifer measured, years of record, and average monthly levels.		X	X	X	DNR
Surface water quality	I.1 An existing map or list of the state water quality management classification for each stream and lake.	X				
Surface water quality	I.2 An existing summary of lake and stream water quality monitoring data, including: • bacteriological contamination indicators • sedimentation • inorganic chemicals • dissolved oxygen • organic chemicals • excessive growth or deficiency of aquatic plants			X	X	MPCA, MDH
Groundwater Quality	J.1 An existing summary of water quality data, including: • bacteriological contamination indicators • inorganic chemicals • organic chemicals		X	X	X	MDH
Groundwater Quality	J.2 An existing list of water chemistry and isotopic data from wells, springs, or other groundwater sampling points		X	X	X	MDH
Groundwater Quality	J.3 An existing report of groundwater tracer studies		X	X	X	
Groundwater Quality	J.4 An existing site study and well water analysis of known areas of groundwater contamination.			X	X	MPCA, MDH
Groundwater Quality	J.5 An existing property audit identifying contamination.	X				
Groundwater Quality	J.6 An existing report to the Minnesota Department of Agriculture and the Minnesota Pollution Control Agency of contaminant spills and releases.		X	X		MDH, MPCA

Table 2. Public Water Supply Well Information

Unique Number	Local Well Name	Use/ Status	Casing Depth (feet)	Well Depth (feet)	Static Water level (feet)	Date Constructed/ Reconstructed	Well Vulnerability	Aquifer
200674	Well #1	A/Primary	322	401	672	1961	Vulnerable	Jordan Sandstone
201153	Well #2	A/Emergency	352	436	689	1972	Vulnerable	Jordan Sandstone
200665	Well #3	A/Primary	243	339	680	1937	Not Vulnerable	Jordan – St. Lawrence
208347	Well #4	A/Primary	240	342	689	1946	Vulnerable	Prairie du Chien - Jordan Sandstone
200664	Well #6	A/Emergency	399	484	685.5	1972	Not Vulnerable	Jordan Sandstone
200676	Well #7	Out long-term/Emergency	175	255	650	1971	Vulnerable	Jordan – St. Lawrence
127251	Well #8	A/Primary	412	500	698	1975	Not Vulnerable	Jordan Sandstone
112201	Well #9	A/Primary	290	381	695	1975	Vulnerable	Jordan Sandstone

Table 3. Historic and Projected Water Use

MPARS Permit	Unique Number	Well Name	2019 (million gallons)	2020 (million gallons)	2021 (million gallons)	2022 (million gallons)	2023 (million gallons)	Previous Plan (million gallons)	Projected (million gallons)*
1974-5168	200674	Well #1	164.3	56.65	135	119	125	370.2	171.826
1974-5168	201153	Well #2	0	0	0	0	0	-	0.000
1974-5168	200665	Well #3	0	0	58.4	55.7	29.7	234.3	41.253
1974-5168	208347	Well #4	514.9	636.2	493.7	505.2	548.2	892.3	774.056
1974-5168	127251	Well #8	0	0	2.3	2.8	2.8	40.8	2.266
1974-5168	112201	Well #9	7.85	28.6	29.1	26.1	28.8	-	171.826

Source: DNR Minnesota Permitting and Reports System

*Data to be provided by the city (assumed from 2016 Water Supply Plan)

Table 4. Water Quality

Unique Number	Local Well Name	Chloride (mg/L)	Bromide (mg/L)	Cl/Br Ratio	Nitrate (mg/L)	Tritium	PFAS detects
200674	Well #1	1.34 (8/13/2024)	0.0126 (8/13/2024)	106.3	<0.05 (8/13/2024)	<0.8 (8/13/2024)	Yes, PFBA
200665	Well #3	5.66 (8/13/2024)	0.0168 (8/13/2024)	336.9	<0.05 (8/13/2024)	<0.8 (8/13/2024)	Yes, PFBA
208347	Well #4	122 (8/13/2024)	0.119 (8/13/2024)	1025.2	2.7 (9/10/2024)	2.5 (8/13/2024)	Yes, multiple
127251	Well #8	7.91 (8/13/2024)	0.0171 (8/13/2024)	462.6	<0.05 (8/13/2024)	<0.8 (8/13/2024)	Yes, PFBA
112201	Well #9	22.1 (8/13/2024)	0.0243 (8/13/2024)	909.5	0.14 (8/13/2024)	1 (8/13/2024)	Yes, multiple

PFBA: Perfluorobutanoic acid

Summary of Data Request

City of South Saint Paul

Specific Data to be Provided to MDH by PWS

As discussed during the first Scoping Meeting on January 9, 2025, the public water supply (PWS) will supply the following information for Part I of their Wellhead Protection Plan to the Minnesota Department of Health. The number of the data element that refers to the information needed to prepare the Part I Report is listed in the parenthesis at the end of each request.

- 1) PWS well information: Use Tables 2 and 3, the well records for the PWS wells, and a map showing the locations of all the PWS wells, to review the accuracy of 1) all PWS well construction, 2) well locations, and 3) pumping information. (F.5)

Table 2 lists well use and construction for each of the PWS wells. Have you reconstructed any wells? Are there well records for reconstructed wells?

Table 3 shows the available pumping information and indicates what information the PWS needs to provide for the delineation of the capture zone.

- 2) Changes to pumping-particularly Well #9 (112201).

Figure 1. Well locations



AGREEMENT **BETWEEN OWNER AND ENGINEER** **FOR PROFESSIONAL SERVICES** **TASK ORDER EDITION**

THIS IS AN AGREEMENT effective as of March 17, 2025 (“Effective Date of the Agreement”) between City of South Saint Paul (Owner) and Advanced Engineering and Environmental Services, LLC (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
- B. The Agreement is not a commitment by Owner to issue any Task Orders.
- C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Agreement; (b) the Agreement’s exhibits; (c) any executed written amendments of the Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order’s exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

- A. The general recommended format of a Task Order is presented in the accompanying Task Order Form.
- B. Each specific Task Order will indicate:
 - 1. Project Background Data;
 - 2. Specific services to be performed by Engineer (“Scope”), including key deliverables;
 - 3. Additions or Modifications to Owner’s Responsibilities;
 - 4. Task Order Schedule;
 - 5. Engineer’s Compensation for Task Order; and
 - 6. Primary Subconsultants, if any.

- C. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by the incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Agreement.

1.03 Management of Engineering Services

- A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in a Task Order.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
 - 2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
 - 3. Coordinate services within Engineer's internal team, and with Subconsultants.
 - 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
 - 5. Prepare and submit 1 month engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 - 6. RESERVED
 - 7. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.

- B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

- A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.
- B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:
 - 1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or
 - 2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

- A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under

the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Surveys, Mapping, and Utility Documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in a Task Order.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Owner shall place and pay for advertisements for Bids in appropriate publications.

2.04 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.
- D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.
- E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.
- B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer and its Subconsultants as they visit the Site or otherwise perform services under this Agreement and under each Task Order.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project,

including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 2. Primarily communicate with Engineer's Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subconsultants.
 - b. Refrain from directing the services of Engineer's Subconsultants.
 - 3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.
 - 4. Perform or provide the following:
 - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

- A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

- A. This Agreement will be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term signed by the authorized representatives of the parties.

3.02 Commencement

- A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably as agreed upon by the parties.

- C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably as agreed upon by the parties.
- D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment. Owner will only pay for additional services provided by Engineer if the Owner has agreed upon an extension beyond the period stated in the governing Task Order.
- E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of damages.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting requirements in Paragraph 1.03, or as otherwise required in a Task Order; and with the applicable terms of Appendix 1 to Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Obligation to Pay: Owner's obligation to pay for services under this Agreement is not contingent on Owner's ability to obtain financing, third-party payments, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which Engineer is not involved, Owner's successful completion of a project, or any other event. No retainage will be withheld. All payments under this Agreement shall be in United States Dollars.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- C. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- D. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving seven days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due.
- E. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Agreement and the specific Task Order.

4.03 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order. Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The two following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
- C. The terms and conditions applicable to each of the two compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

A. Lump Sum

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subconsultant charges.
- 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): None
- 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

- 1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
- 2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.
- 4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subconsultant charges, if any).
- 5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of

Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

4.05 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.
- B. Expenses eligible for reimbursement under the Standard Hourly Rate method of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:
 1. Transportation (including mileage), lodging, and subsistence incidental thereto;
 2. Providing and maintaining field office facilities including furnishings and utilities;
 3. Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;
 4. Consultant charges; and
 5. Other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate method must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter using the rates set forth in Appendix 1 to this Agreement.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer using the rates set forth in Appendix 1 to this Agreement.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

- A. Estimated Compensation Amounts
 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subconsultants: Engineer may retain such Engineer's Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer and its Subconsultants, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Specific Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
- B. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to

payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

D. All of the data created, collected, received, stored, used, maintained, or disseminate by Engineer in the performance of a Specific Project under this Agreement are subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Engineer has a duty to provide public data to the public if the public data is not available from the Owner. This section shall supersede any other provision contained within this Agreement or any Exhibits attached hereto related to the ownership, storage, or dissemination of documents or other data created and/or collected under this Agreement.

E. RESERVED.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement or a specific Task Order does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer shall jointly develop such protocols at a later date.

C. When transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
4. not seek contribution from insurance maintained by the additional insured.

C. RESERVED

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other

insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Subconsultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

- E. Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Subconsultants. Owner and Engineer waive all rights against each other, Contractor, and Engineer's Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer or Engineer's Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

- 1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:

- a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.C and 4.02.D;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer, as mutually agreed by the Owner, have prevented it from performing its obligations under the Task Order.
 3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause—Task Order
1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Cause—Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Agreement and all Task Orders.
- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks until the effective date of termination, if the Owner terminates a specific Task Order or

the Agreement for convenience and there is no default by the Engineer. Owner will not pay additional compensation to Engineer upon the termination of a specific Task Order or the Agreement for cause and shall proceed in accordance with the terms of Paragraph 6.05(F)(1).

- F. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination up to the effective date of termination.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement and any Task Order issued under this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any Task Order.
- C. Unless expressly provided otherwise in this Agreement:
1. All duties and responsibilities undertaken pursuant to this Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 2. Nothing in this Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Agreement and its Task Orders.

6.07 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, after which, if such negotiations are unsuccessful, the parties may exercise their rights at law.

6.08 Controlling Law

- A. This Agreement and all Task Orders are to be governed by the law of the State of Minnesota, without regard to its conflicts of laws principles.

6.09 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its

compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party actions relating to a Specific Project, provided that any such action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, employees, or Subconsultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, employees, and Subconsultants, from and against any and all losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such loss, damage or judgment is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, employees, and Subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.
- F. Executed in Counterparts: This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each party may use such facsimile or electronic

mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. **Addenda**—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. **Additional Services**—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order.
 3. **Agreement**—This written contract for professional services between Owner and Engineer, including the Agreement, all exhibits and appendices to the Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.
 4. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. **Basic Services**—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order.
 6. **Bidding/Proposal Documents**—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
 7. **Change Order**—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 8. **Change Proposal**—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 9. **Constituents of Concern**—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date of the Agreement—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. **Electronic Means**—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. **Engineer**—The individual or entity named as such in this Agreement.
24. **RESERVED.**
25. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
26. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
27. **Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. **RESERVED.**
29. **Owner**—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
30. **Record Drawings**—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
31. **Resident Project Representative**—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.
32. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
33. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
42. Task Order—A document executed under this Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and

bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement, and as such are applicable to all Task Orders:

- A. Exhibit A, Engineer's Services Under Task Order.
- B. Exhibit B, RESERVED.
- C. Exhibit C, Amendment to Agreement (form).
- D. Exhibit D, Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, RESERVED.
- G. Exhibit G, Insurance.
- H. Exhibit H, RESERVED.
- I. Exhibit I, Limitations of Liability.

8.02 Appendices to Agreement

A. The following appendices are incorporated by reference and made a part of this Agreement:

1. Appendix 1—Reimbursable Expenses Schedule
2. Appendix 2—Standard Hourly Rates Schedule

8.03 RESERVED

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by Owner and Engineer, the Task become, an integral part of the Agreement, governed by the Agreement and its exhibits.

8.05 Total Agreement; Amendments to Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

1. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Agreement.
2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

City of South Saint Paul

By:

Date:

Name: James Francis

Title: Mayor

By:

Date:

Name: Deanna Werner

Title: City Clerk

Address for giving notices:

City of South Saint Paul

125 3rd Avenue N
South St. Paul, Minnesota 55075
United States

Designated Representative:

Name:

Title:

Address:

125 3rd Avenue N
South St. Paul, Minnesota 55075
United States

Phone:

Email:

ENGINEER:

Advanced Engineering and Environmental Services,
LLC

By: Brian R. Bergantine
Brian R. Bergantine (Mar 10, 2025 12:34 CDT)

Date: Mar 10, 2025

Name: Brian R. Bergantine

Title: Project Quality Director

Address for giving notices:

Advanced Engineering and
Environmental Services, LLC
4050 Garden View Drive, Suite 200
Grand Forks, North Dakota 58201
United States

Designated Representative:

Name: Ursinio Puga

Title: Project Manager

Address:

1625 Radio Drive Suite 150
Woodbury, MN 55125

Phone: 763.463.5036

Email: ursinio.puga@ae2s.com

EXHIBIT A—ENGINEER’S SERVICES UNDER TASK ORDER

SERVICES TO BE PROVIDED UNDER A TASK ORDER MAY INCLUDE THE FOLLOWING, SUBJECT TO THE SERVICES SET FORTH IN EACH TASK ORDER:

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. See Agreement, Paragraph 1.03.

1.02 Study and Report Phase

- A. Engineer shall:

1. Consult with Owner to define and clarify Owner’s requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions.
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner’s requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer’s study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. RESERVED
2. Identify potential solution(s) to meet Owner’s Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner’s Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer’s use in the study and evaluation of potential solution(s) to Owner’s Specific Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer’s judgment meet Owner’s requirements for the Specific Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.

9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."
11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.
13. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
 - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.
 - e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
 - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.
 15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).
 - a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.
 16. RESERVED.
 17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule and review the deliverables with Owner.
 18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.
- B. Upon written authorization from Owner, Engineer shall:
1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer

any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the standard Engineer's format.
4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:
 - a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").
 - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.
 - d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
 - e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - f. Revised opinions of probable Construction Cost.
 - g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;
 - h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
 - i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.
 - j. Other matters and information pertinent to addressing the Specific Project Goals.
5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
8. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
9. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.
 - b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.
 - c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.
10. Mitigation of Utilities Conflicts
 - a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
 - b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
 - c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the

Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

- 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
 - b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.
12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
- a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and

recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

- a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
- b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. RESERVED.

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth herein, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal,

Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule:
 - 1. First Final Design Phase draft of all Drawings and Specifications.
 - 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
 - 3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
 - 1. Such documents will be based on EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 - 2. When Engineer is required to use other than EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.
 - 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
 - 1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
 - b. RESERVED.
 - c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.
 - g. Engineer does not guarantee issuance of any required permit or approval.
 - h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
 3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.
 5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
 - a. First draft design review meeting at Owner's office.
 - b. Second draft design review meeting at Owner's office.
 - c. RESERVED.
 - d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
 8. RESERVED.
- G. Engineer shall complete the Final Design Phase as follows:
1. Pursuant to the requirements of the Deliverables Schedule, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
 2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
 3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
 2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
 4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by

Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
6. Consult with Owner as to the qualifications of prospective contractors.
7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. RESERVED.
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.
 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer herein. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
 1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract or other construction general conditions specified in this Agreement. Except as otherwise

provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

- a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
2. RESERVED.
 3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
 5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
 6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
 7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
 8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:

- 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any

failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
 - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
14. 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.
15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

17. 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.
18. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.
21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
22. Inspections and Tests
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

- e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
24. 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 as provided under Exhibit A Paragraph 1.06.B.20. 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. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor 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. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 26. RESERVED.
 27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Specific 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.

2. Together with Owner, visit the Specific 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.
 3. RESERVED.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party, or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT C—AMENDMENT TO AGREEMENT – FORM ONLY

AMENDMENT TO AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**

Engineer: **[Name of Engineer]**

Effective Date of Agreement: **[Effective Date of Agreement]**

Nature of Amendment: (Check those that apply)

- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to term of Agreement
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

**EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF
RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER**

**THE FOLLOWING DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY
MAY BE INCORPORATED IN THE TASK ORDER FOR A SPECIFIC PROJECT:**

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide full-time representation.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

- A. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. **Safety Compliance:** Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. **Liaison**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. **Clarifications and Interpretations:** Receive from Contractor submittal of any 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. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. **Shop Drawings, Samples, and other Submittals**
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. **Proposed Modifications:** Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. **Review of Work; Defective Work**
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

EXHIBIT E—NOTICE OF ACCEPTABILITY OF WORK – FORM ONLY

NOTICE OF ACCEPTABILITY OF WORK

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated March 17, 2025 ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

EXHIBIT G—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limit

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Professional Liability	
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

Additional Insureds

- A. Owner shall cause Engineer and its Subconsultants to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
Advanced Engineering and Environmental Services, LLC	4050 Garden View Drive, Suite 200 Grand Forks, North Dakota 58201

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT I—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph 1.01, Limitation of Engineer's Liability:

1.01 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Subconsultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants (hereafter "Owner's Claims"), will not be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, nor shall (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses rates in effect on the date of the Agreement are:

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$291.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

These rates are subject to adjustment annually on January 1.

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

The following standard hourly rates are subject to review and adjustment per Article 4 of the Agreement. Hourly rates for services as of the Effective Date of the Agreement are:

Administrative 1	\$70.00	IT 1	\$140.00
Administrative 2	\$85.00	IT 2	\$189.00
Administrative 3	\$99.00	IT 3	\$232.00
Communications Specialist 1	\$113.00	Land Surveyor Assistant	\$103.00
Communications Specialist 2	\$132.00	Land Surveyor 1	\$124.00
Communications Specialist 3	\$152.00	Land Surveyor 2	\$150.00
Communications Specialist 4	\$183.00	Land Surveyor 3	\$169.00
Communications Specialist 5	\$202.00	Land Surveyor 4	\$186.00
		Land Surveyor 5	\$205.00
Construction Services 1	\$135.00	Operations Specialist 1	\$108.00
Construction Services 2	\$165.00	Operations Specialist 2	\$135.00
Construction Services 3	\$183.00	Operations Specialist 3	\$167.00
Construction Services 4	\$203.00	Operations Specialist 4	\$191.00
Construction Services 5	\$224.00	Operations Specialist 5	\$214.00
Engineering Assistant 1	\$91.00	Project Coordinator 1	\$125.00
Engineering Assistant 2	\$107.00	Project Coordinator 2	\$140.00
Engineering Assistant 3	\$135.00	Project Coordinator 3	\$156.00
Engineer 1	\$146.00	Project Coordinator 4	\$172.00
Engineer 2	\$175.00	Project Coordinator 5	\$194.00
Engineer 3	\$205.00	Project Manager 1	\$221.00
Engineer 4	\$237.00	Project Manager 2	\$242.00
Engineer 5	\$254.00	Project Manager 3	\$259.00
Engineer 6	\$269.00	Project Manager 4	\$274.00
Engineering Technician 1	\$90.00	Project Manager 5	\$293.00
Engineering Technician 2	\$113.00	Project Manager 6	\$307.00
Engineering Technician 3	\$136.00	Sr. Designer 1	\$192.00
Engineering Technician 4	\$152.00	Sr. Designer 2	\$213.00
Engineering Technician 5	\$174.00	Sr. Designer 3	\$229.00
Financial Analyst 1	\$121.00	Sr. Financial Analyst 1	\$227.00
Financial Analyst 2	\$137.00	Sr. Financial Analyst 2	\$248.00
Financial Analyst 3	\$165.00	Sr. Financial Analyst 3	\$269.00
Financial Analyst 4	\$180.00	Technical Expert 1	\$348.00
Financial Analyst 5	\$201.00	Technical Expert 2	Negotiable
GIS Specialist 1	\$113.00	<i>These rates are subject to adjustment annually on January 1.</i>	
GIS Specialist 2	\$137.00		
GIS Specialist 3	\$162.00		
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00		
I&C Assistant 1	\$108.00		
I&C Assistant 2	\$134.00		
I&C 1	\$160.00		
I&C 2	\$189.00		
I&C 3	\$213.00		
I&C 4	\$226.00		
I&C 5	\$237.00		

TASK ORDER NO. (FORM ONLY)

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated [], Owner and Engineer agree as follows:

2. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	
c.	Engineer:	Advanced Engineering and Environmental Services, LLC
d.	Specific Project (title)	
e.	Specific Project (description):	
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

3. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title: _____
Description of Improvements: _____
Prior Studies, Reports, Plans: _____
Facility Location(s): _____

4. SERVICES OF ENGINEER (“SCOPE”)

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following options and delete the others.]

☐ as follows: ***[Directly insert customized scope of services here.]***
[or]

☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.02)

- Preliminary Design Phase (Exhibit A, Paragraph A1.03)
 - Final Design Phase (Exhibit A, Paragraph A1.04)
 - Bidding or Negotiating Services (Exhibit A, Paragraph A1.05)
 - Construction Phase Services (Exhibit A, Paragraph A1.06)
 - including Resident Project Representative (RPR) services (A1.06.B.3)
 - **[or]** [not including Resident Project Representative (RPR) services (A1.06.B.3)]
 - Post-Construction Phase Services (Exhibit A, Paragraph A1.07)
- B. All of the services included above comprise basic services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services:
1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

5. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with the following schedule:

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit 2 review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within 30 days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within 30 days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit 2 copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within 30 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.

Party	Action	Exhibit A Referenc e	Schedule
Engineer	Submit 2 review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within 30 days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within 30 days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit 2 copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within 30 days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit 2 copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within 30 days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within 30 days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit 2 copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within 30 days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit 2 of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within 30 days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit 2 copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within 30 days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.

Party	Action	Exhibit A Reference	Schedule
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within 30 days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Engineer	Submit to Owner: 2 copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and 2 of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within 30 days of receipt of Owner's final comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit 2 copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9. a	Within 30 days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit 2 copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26 .a	Within 30 days of []
Engineer	Submit 2 copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3. a	Within 30 days of Substantial Completion.

6. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement, and the following supplemental responsibilities that are specific to this Task Order: ***[State any supplementary Owner responsibilities applicable to this Task Order here.]***

7. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided above or elsewhere, the parties shall meet the following schedule: **[Indicate “Not Applicable” if the deliverables schedule as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment

8. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Agreement.
B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	\$	
a. Study and Report Phase (1.02)	\$	
b. Preliminary Design Phase (1.03)	\$	
c. Final Design Phase (1.04)	\$	
d. Bidding/Proposal Phase (1.05)	\$	
e. Construction Phase (1.06)	\$	
f. Post-Construction Phase (1.07)	\$	
2. Resident Project Representative Services*	\$	Hourly
TOTAL COMPENSATION (items 1 and 2)	\$	
3. Additional Services under Section 3.D above	(N/A)	

*Based on a []-month continuous construction period.

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered.

9. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. **[Identify primary Subconsultants]**

10. ATTACHMENTS:

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Agreement and its exhibits and appendices, which Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

By: _____

Print Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: _____

Title: _____

Address: _____

E-Mail

Address: _____

Phone: _____

Date: _____

ENGINEER:

By: _____

Print Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: _____

Title: _____

Address: _____

E-Mail

Address: _____

Phone: _____

Date: _____

TASK ORDER NO. 1

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated March 17, 2025, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	March 17, 2025
b.	Owner:	City of South St. Paul
c.	Engineer:	Advanced Engineering and Environmental Services, LLC
d.	Specific Project (title)	South St. Paul WHPP Update
e.	Specific Project (description):	Update of South St. Paul's Wellhead Protection Plan (WHPP)
f.	Related Task Orders	N/A

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	South St. Paul WHPP Update
Description of Improvements:	Update of the Owner's 2014 WHPP in accordance with current Minnesota Rules and submission of WHPP Part 1 and Part 2 to Minnesota Department of Health (MDH). WHPP includes City Wells No. 1, 3, 4, 8 and 9. Wells No. 2, 6 and 7 are emergency backup wells and will not be included in the WHPP.
Prior Studies, Reports, Plans:	2014 WHPP

3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are as follows:
1. Part 1 Description: Prepare Part 1 of the WHPP which includes collecting relevant data to refine the existing conceptual hydrogeologic model that is specific to the Owner and surrounding area. The hydrogeological model will be used to delineate the wellhead protection area (WHPA).
 2. Part 1 Tasks:
 - a. Task 1.1: Assemble Data Elements

This task includes preparation of the Determination of Aquifer Properties - Aquifer Test Plan (DAP-ATP). No additional aquifer testing is anticipated. In addition, reports, maps, hydrogeologic cross sections, publications, and personal communication with the Owner, and MDH staff will be collected and reviewed. This proposal assumes that one additional cross section incorporating new Well No. 9 will be needed, and completed as part of Task 1.1, to accurately depict the hydrogeology at and near the city wells.

b. Task 1.2: Delineate WHPAs using MODFLOW

Engineer will create a local-scale numerical flow model that includes the Owner. This local model will be created from a portion of the MM3 by refining the model grid and updating the model layers in the area of the city with geologic information obtained since the completion of the MM3.

Engineer will use MODFLOW to simulate the flow field and delineate the WHPA. The modeling platform Groundwater Vistas will be used and will provide Engineer and the Owner with a cost-effective, flexible, and appropriate model. Once the model is created, the required time-of-travel zones will be used to determine the WHPA for the city wells. Pumping rates applied to each well will be based on the maximum daily volume determined from either:

- 1) the previous 5 years; or
- 2) the projected annual pumping over the next 5 years.

Following the initial WHPA delineation from this task, Engineer will calibrate the model and complete the sensitivity analysis as required by the MDH.

The costs associated with modeling in Task 1.2 assume the aquifer parameters and hydrogeologic information in the MM3 are reasonably calibrated and significant changes to the conceptual model and aquifer parameters will not be required.

c. Task 1.3: Complete Fracture Flow and Surface Water Contribution Area Delineation

A fracture flow delineation will be required for the city wells since it is believed that a percentage of groundwater contribution greater than 10 percent is coming from the Prairie du Chien aquifer, in addition to the amount from the Jordan. The delineation will be based on MDH methodology. At this time, we assume fracture flow delineations will not be required for all city wells since they are completed in the Prairie du Chien and Jordan or only the Jordan. The potential need for a Surface Water Capture Area (SWCA) will be assessed. If needed, it will be delineated based on high vulnerability of the aquifer below surface water features.

d. Task 1.4 Delineate the DWSMA

Following completion of Tasks 1.1 and 1.3, Engineer will work with the Owner and MDH in delineating the boundaries of the drinking water source management area (DWSMA). The DWSMA includes the surface and subsurface area surrounding the wells and follows the WHPA as closely as possible in accordance with the rules. The boundaries of the DWSMA will be identified using landmarks as defined in the rules.

e. Task 1.5: Assess Wellfield and DWSMA Vulnerability

Engineer will assist with the vulnerability assessment within the DWSMA in accordance with MR 4720.5210. The assessment will follow the MDH's guidance document, Assessing Well and Aquifer Vulnerability for Wellhead Protection. The assessments will include a review of well construction details to evaluate individual well vulnerability. Engineer will evaluate data from the above tasks to assess the vulnerability of aquifers underlying the DWSMA. This will include review of geologic logs, cross sections and maps, and existing groundwater chemistry and any isotopic data.

f. Task 1.6: Complete Report

Following completion of the above tasks, Engineer will prepare a draft report. The report will include a description of the conceptual hydrogeologic model and any refinements that were made, model input and the results used to delineate the WHPAs, DWSMA, and well and aquifer vulnerability assessments. After review of the draft a final report will be prepared which incorporates comments received from the Owner, and MDH staff. Supporting data files that are project-specific and define aquifer characteristics used in the model will be delivered in ArcGIS format.

g. Task 1.7: Meetings

During Part 1, a series of formal and informal meetings are expected, including those with MDH and the Owner. We have assumed a total of four meetings at two hours each.

2. Part 1 Deliverables:

- a. Draft Part 1 – Electronic copy
- b. Final Part 1 - Electronic copy

3. Part 2 Description: Prepare Part 2 of the WHPP which includes collecting relevant data to complete the potential contaminate source inventory and developing updated land use or management for the WHPA identified in Part 1.

4. Part 1 Tasks:

c. Task 2.1: Collect Data

Engineer will compile the data necessary to complete the plan. This includes all the required elements of the plan identified by MDH in their future Part 2 Scoping document. Data from the WHP Plan Part 1 will be used where possible, but additional data collection is expected.

d. Task 2.2: Complete Maps and Required Data Tables

The weather station, soil/surficial geology, utility, land use/zoning, potential contaminant source and surface water maps will be completed. Where possible, maps from Part 1 will be used.

e. Task 2.3: Assess Impact of Changes to Public Water Supply Wells

Engineer will determine whether new potential sources of contamination may be introduced in the future and to identify future actions for addressing these anticipated sources. Expected changes to the physical environment, land use, or surface and

ground waters will be described that may impact the aquifer serving the city's municipal wells.

f. Task 2.4: Identify Updated Issues, Problems and Opportunities

Engineer will obtain updated potential contaminant sources inventory (PCSI) data from the state and county, compile the data, and conduct a preliminary location verification. In addition, this task includes updating the description of the water and land use issues, problems, and opportunities related to the aquifer serving this area.

g. Task 2.5: Develop and Update Goals, Objectives and a Plan of Action

Engineer will work with the Owner to establish goals for present and future water and land use to provide a framework for determining plan objectives and related action items.

h. Task 2.6: Identify Strategy for Evaluation

Evaluation strategies will be devised to determine the effectiveness of the actions taken on each item.

i. Task 2.7: Complete Draft Plan

The Draft WHP Plan Part 2 will be prepared to include the MDH requirements, which are anticipated to be the data compiled and analyzed, the issues/opportunities identified, actions/goals, and the evaluation strategies.

j. Task 2.7: Assist with Public Hearing and Review

The draft report will be submitted to neighboring units of government (LUGs on MDH Work Plan) for review. There is a 60-day comment period for this review period. All comments received during this time period will be addressed. A public hearing will then be conducted to present the plan.

k. Task 2.8: Prepare the Final WHP Plan

Copies (electronic) of the draft plan will be prepared and submitted to the Owner and MDH for review. The draft plan will be finalized to incorporate comments from the Owner and MDH. Final copies (electronic) will be prepared.

l. Task 2.9: Meetings

During Part 2, a series of formal and informal meetings are expected, including those with MDH and the Owner. Engineer has assumed a total of four meetings at two hours each.

3. Part 2 Deliverables:

- a. Draft Part 2 – Electronic copy
- b. Final Part 2 - Electronic copy

B. All of the services included above comprise basic services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and

will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with the following schedule:

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit draft of the Part 1 Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within 90 days of the Effective Date.
Owner	Submit comments regarding the Part 1 Report to Engineer.	1.02.A.18	Within 30 days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit final of the Part 1 Report copies of the revised Report and other Study and Report Phase deliverables to Owner and MDH for approval.	1.02.A.18	Within 30 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit draft of the Part 2 Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within 90 days of the receiving the Part 2 scoping notice from MDH.
Owner	Submit comments regarding the Part 2 Report to Engineer.	1.02.A.18	Within 30 days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit final of the Part 2 Report copies of the revised Report and other Study and Report Phase deliverables to Owner and MDH for approval.	1.02.A.18	Within 30 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement, and the following supplemental responsibilities that are specific to this Task Order: None

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided above or elsewhere, the parties shall meet the following schedule: None

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Agreement.
 B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	\$67,810.00	
a. Study and Report Phase	\$67,810.00	Hourly
TOTAL COMPENSATION (items 1 and 2)	\$67,810.00	
2. Additional Services under Section 3.D above	(N/A)	

C. Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

LRE Water
PO Box 426
Washburn, WI 54891

9. ATTACHMENTS:

A. Task Hour Budget

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Agreement and its exhibits and appendices, which Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

City of South St. Paul

By:**Date:**

Name: Nick Williams

Title: City Engineer

Address for giving notices:

City of South St. Paul

125 3rd Street

South St. Paul, MN 55075

Designated Representative:**Name:****Title:****Address:**

125 3rd Street

South St. Paul, MN 55075

Phone:**Email:****ENGINEER:**

Advanced Engineering and Environmental Services,
LLC

By: Brian R. Bergantine

Brian R. Bergantine (Mar 10, 2025 11:35 CDT)

Date: Mar 10, 2025

Name: Brian R Bergantine

Title: Project Quality Director

Address for giving notices:

Advanced Engineering and

Environmental Services, LLC

4050 Garden View Drive, Suite 200

Grand Forks, ND 58201

Designated Representative:

Name: Laura Wehr, PE

Title: Project Manager

Address:

1625 Radio Drive Suite 150

Woodbury, MN 55125

Phone: (612) 364-5509

Email: laura.wehr@ae2s.com

2024 Wellhead Protection Plan Amendment AE2S								
City of South St. Paul	Wehr	Heiberg	Lidenberg	Subtotal	Labor	LRE	Expenses	Total
	PM	EIT	GIS	Hours				
Billing Rate / Estimated Billing Rate	\$ 205	\$ 146	\$ 137					
Part 1 WHP Plan	22	6	4	32	5,934	36,225	115	42,274
1.1. Assemble Data Elements	8	6	4		\$ 3,064	\$ 4,370		\$ 7,434
1.2. Delineate WHPAS Using MODFLOW					\$ -	\$ 14,145		\$ 14,145
1.3. Conjunctive Delineation & Delineate DWSMA					\$ -	\$ 4,600		\$ 4,600
1.4. Assess Wellfield & DWSMA Vulnerability					\$ -	\$ 3,220		\$ 3,220
1.5. Report	6				\$ 1,230	\$ 7,820	\$ 65	\$ 9,115
1.6. Meetings (4 @ 2 hrs ea.)	8				\$ 1,640	\$ 2,070	\$ 50	\$ 3,760
Part 2 WHP Plan	50	77	20	147	25,444	-	92	25,536
2.1. Data Elements & Assessments	5	20	20		\$ 7,019			\$ 7,019
2.2. Impact to Changes to Public Water Supply Wells	4	2			\$ 1,168			\$ 1,168
2.3. Identify Updated Issues, Problems & Opportunities	6	16			\$ 3,744			\$ 3,744
2.4. Updated Goals, Objectives & Plan of Action	6	6			\$ 2,211			\$ 2,211
2.5. Strategy for Evaluation	1	1			\$ 369			\$ 369
2.6. Draft Report	12	24			\$ 6,262			\$ 6,262
2.7. Public Hearing & Review	4	2			\$ 1,168		\$ 25	\$ 1,193
2.8. Final Plan	4	6			\$ 1,781		\$ 25	\$ 1,806
2.9. Meetings (4 @ 2 hrs ea.)	8				\$ 1,722		\$ 42	\$ 1,764
	72	83	24	179				
	\$ 15,273	\$ 12,680	\$ 3,425	\$ 31,378	\$ 31,378	\$ 36,225	\$ 207	
	Wehr	Heiberg	Lidenberg					
								\$67,810
Total Fee								\$67,810



CITY COUNCIL AGENDA REPORT

DATE:

March 17, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Encroachment Agreement for 1805 5th Street South

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve an encroachment agreement for a fence in a drainage and utility easement at 1805 5th Street South

OVERVIEW

Background

The Applicants, Alan and Patricia Keil, own a single-family home property at 1805 5th Street South. The Applicants applied for a fence permit in January to enclose their backyard with a 4-foot-tall chain link fence. During the permit review, staff flagged that the south 30 feet of the Applicant's yard is covered by a drainage and utility easement. There is an 8" waterline located in the drainage and utility easement. The city code allows fences to be placed in an easement with the approval of the City Engineer.

Staff reviewed the proposed fence plan with the City Engineer who stated he is ok with the proposed fence being placed in the easement, subject to their being an encroachment agreement in place for the fence and a 10-foot-wide gate or removable panel being installed over the water main. The Applicants have amended their site plan to install a 10-foot-wide gate over the water main and formally requested an encroachment agreement.

Discussion

The Planning Manager, City Attorney, and City Engineer have all reviewed the request and believe that an encroachment agreement is the best mechanism for addressing this situation and similar situations going forward. An encroachment agreement explicitly defines the structure that is encroaching the City's easement and clearly lays out the City's rights when it comes to removing the fence to access or maintain the utility within the easement. Encroachment agreements are recorded against the property which increases the transparency of the situation for current and future homeowners. Without an encroachment agreement in place to clearly define expectations, there is a heightened chance of conflict with the property owner when the City goes in to service the utility line in the future.

Staff Recommendation

Staff recommends that the City Council approve the encroachment agreement which would allow the Applicants to install a 4-foot-tall chain link fence in the 30-foot drainage and utility easement in their rear yard.

SOURCE OF FUNDS

N/A

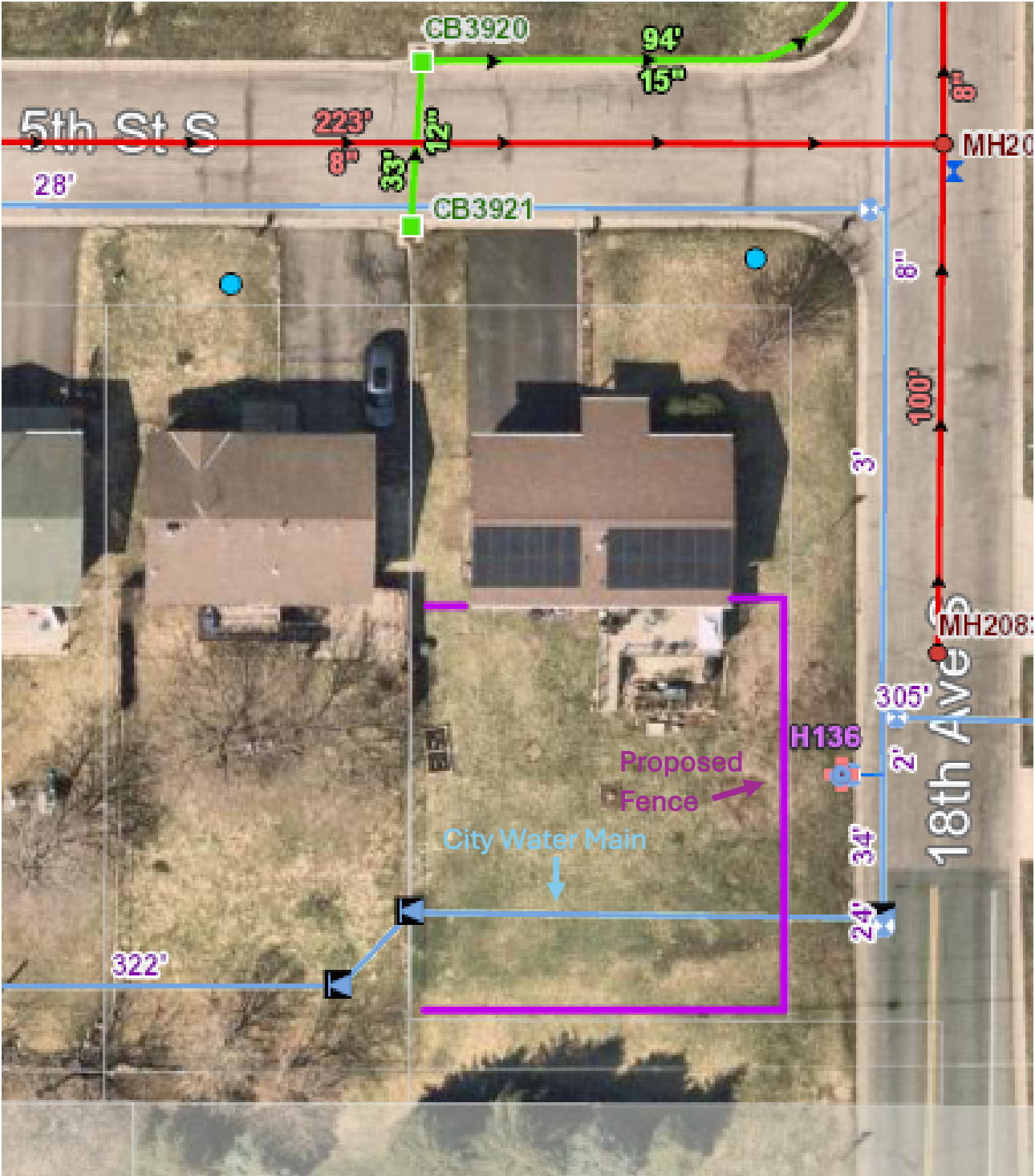
ATTACHMENTS

1. Site Location Map
2. Utility Map With Applicants' Proposed Fence Shown
3. Snippet of Plat Showing Drainage and Utility Easement
4. 1805 5th St S Fence Encroachment Agreement Request Letter
5. 1805 5th St S Fence Encroachment Agreement Document

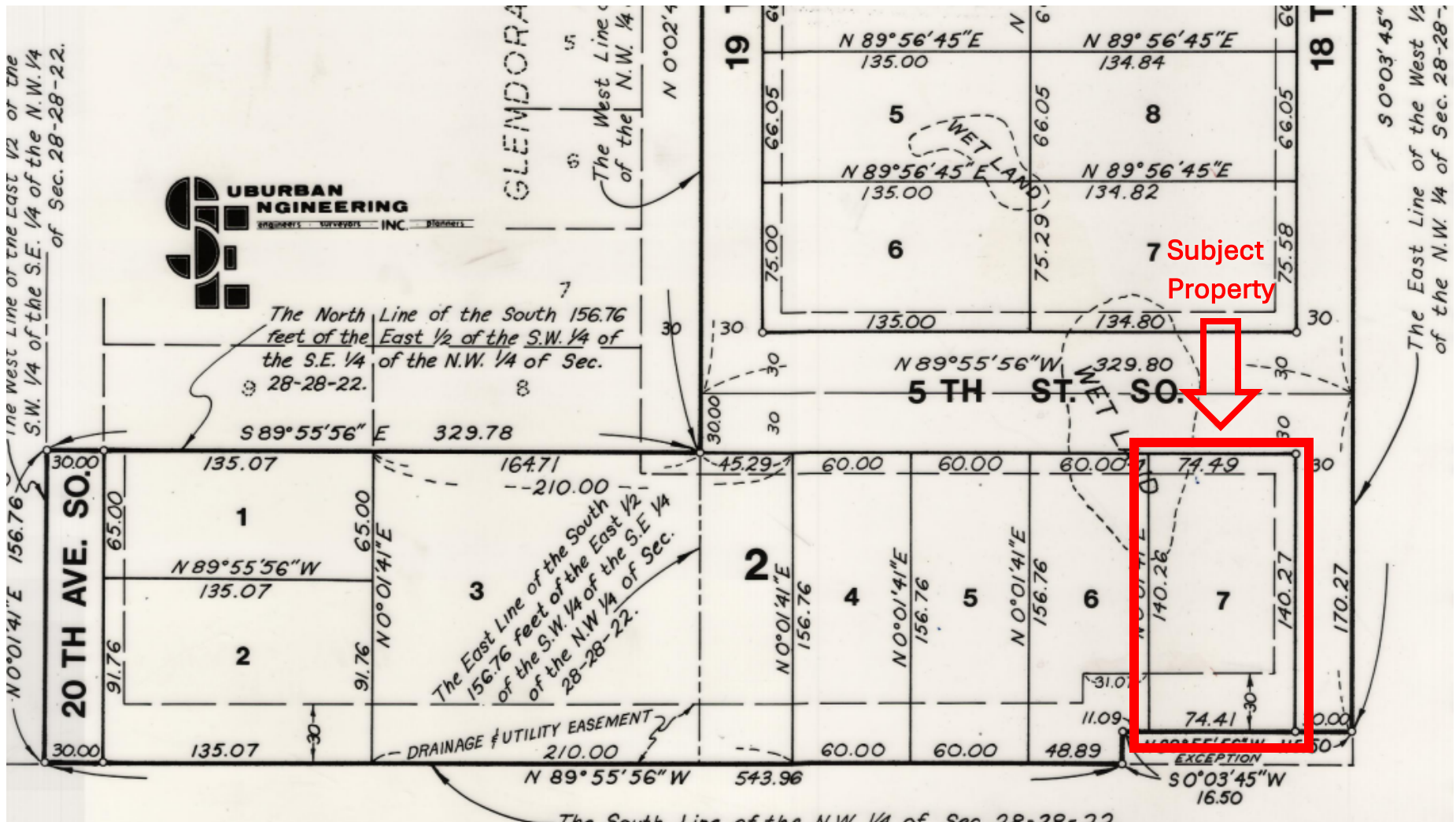
ATTACHMENT 1
SITE LOCATION MAP



ATTACHMENT 2
UTILITY MAP WITH APPLICANTS' PROPOSED FENCE SHOWN



ATTACHMENT 3
SNIPPET OF PLAT SHOWING DRAINAGE AND UTILITY EASEMENT



ATTACHMENT 4
1805 5TH ST S FENCE ENCROACHMENT AGREEMENT REQUEST LETTER

Alan and Patricia Keil
1805 5th St. S.
South Saint Paul, MN 55075

City of South Saint Paul
125 3rd Avenue North
South Saint Paul, MN 55075

February 28, 2025

To Whom This May Concern,

Please accept this letter as our request and application for an encroachment agreement to install a fence in the drainage and utility easement that covers the rear 30 feet of our property at 1805 5th Street South in South Saint Paul.

Thank you for your prompt attention to this matter. It is most appreciated.

Sincerely,



Alan R. Keil



Patricia K. Keil

**ENCROACHMENT AGREEMENT RELATING TO
LANDOWNER IMPROVEMENTS AT 1805 5TH STREET SOUTH,
CITY OF SOUTH ST. PAUL,
DAKOTA COUNTY, MINNESOTA**

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made, entered into and effective this ____ day of _____, 2025, by and between the City of South St. Paul, a Minnesota municipal corporation (“City”), and Alan R. Keil and Patricia K. Keil, husband and wife (“Landowner”). Subject to the terms and conditions herein based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1. Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.2. Additional Structures. “Additional Structures” shall mean retaining walls, irrigation systems, buildings, fences, landscaping, trees or shrubs that are not easily removable and prevent access to the City Easement Improvements.

1.3. City. “City” means the City of South St. Paul, a Minnesota municipal corporation.

1.4. City Easement Improvements. “City Improvements” means the City’s watermain and other utilities located within the City Easement.

1.5. Easement Property. “Easement Property” means the City’s drainage and utility easement located within Landowner Property identified on the plat of Michaels Addition.

1.6. Encroachment Area. “Encroachment Area” means the Easement Property used by Landowner for Landowner Improvements.

1.7. **Landowner.** “Landowner” means Alan R. Keil and Patricia K. Keil, husband and wife, and their successors and assigns in interest with respect to Landowner Property.

1.8. **Landowner Improvements.** “Landowner Improvements” means Landowner’s fence and gates located in the Encroachment Area on Easement Property, as generally depicted on Exhibit A.

1.9. **Landowner Property.** “Landowner Property” means the following real property located in the City of South St. Paul, Dakota County, Minnesota:

Lot 7, Block 2, Michaels Addition.

Abstract Property

PID: 36-48550-02-070

1.10. **Maintain.** As used in this Agreement with respect to the Landowner Improvements, “Maintain” and derivations thereof means to upkeep in accordance with relevant City ordinances and regulations applicable to such improvements.

1.11. **Utility Costs.** “Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys’ fees incurred in connection therewith. Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowner.

1.12. **Pre-Encroachment Costs.** “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for Utility Costs if the Landowner Improvements did not exist.

1.13. **Cost Differential.** “Cost Differential” means the difference between the Pre-Encroachment Costs and the Utility Costs in light of the existence of the Landowner Improvements. The City’s determination of the amount of the Cost Differential shall be binding on the Landowner. The City’s determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2

RECITALS

2.1. Landowner owns Landowner Property.

2.2. Landowner Property is or will be improved with Landowner Improvements.

- 2.3. Landowner Improvements are or will be located on the Easement Property.
- 2.4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the City Easement if the following conditions are met:
- (a) The Landowner maintains the Landowner Improvements.
 - (b) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of City Easement Improvements and the placement of any additional City Easement Improvements in the City Easement.
 - (c) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the City Easement Improvements or construct additional City Easement Improvements in the City Easement.
 - (d) Landowner removes Landowner Improvements pursuant to Section 3.2 below.

ARTICLE 3 **AGREEMENTS**

3.1. **Use And Maintenance Of Landowner Improvements.** Under the terms and conditions stated herein, Landowner shall have the right to enjoy the use of Landowner Improvements. Landowner shall, at its own cost, maintain Landowner Improvements.

3.2. **No Additional Structures or Expansion and Termination.** Landowner Improvements shall not be relocated, moved or expanded such that any further or different encroachment onto the Easement Property occurs. Landowner shall not place any Additional Structures within the footprint of Landowner Improvements or elsewhere on Easement Property, except as to replace any preexisting conditions, such as landscaping or sod. If Landowner removes or replaces Landowner Improvements that are depicted in Exhibit A, the Landowner Improvements shall be brought into compliance with applicable City ordinances and regulations and shall be relocated to Landowner Property, outside of the Encroachment Area and Easement Property and this Agreement shall terminate.

3.3. **City Not Responsible For Landowner Improvements.** Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.4. **Continuing Right To Encroachment Area.** Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the Encroachment Area.

3.5. Subordinate Position Of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the Encroachment Area.

3.6. Risk Of Loss. Landowner understands and agrees that the Landowner Improvements within the Encroachment Area may be adversely affected by damage caused to Landowner Improvements arising out of the City's use of the Encroachment Area. The parties agree that the City is not responsible for such events; the City shall have no liability to Landowner for such events. Landowner assumes the risk of Landowner Improvements in the Encroachment Area.

3.7. Landowner To Bear Cost Of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner at the expense of the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send a notice to the Landowner and allow the Landowner twenty (20) days from the date of the written notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.8. Emergency. The City shall not be required to give such notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving notice to Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged to the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.9. Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Improvements, then the Landowner, at

Landowner's own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10. Cost Deferential. If a Cost Deferential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Deferential to the City. The Landowner must make payment for the Cost Deferential within 30 days after the City has sent a written invoice for the Cost Deferential to the Landowner.

3.11. Remedies. If the Landowner fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- (a) The City may specifically enforce this Agreement.
- (b) If Landowner fails to make payments under Section 3.7, 3.8, 3.9, or 3.10 then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Encroachment Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The charges shall be evenly allocated among the Encroachment Property. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Encroachment Property.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Encroachment Property for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Encroachment Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Encroachment Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.12. Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- (a) The Landowner Improvements;
- (b) Maintenance of the Landowner Improvements;
- (c) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- (d) Use of the Encroachment Area for Landowner Improvements.

3.13. City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.14. No Third-Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.15. Recording. This Agreement shall be recorded with the Dakota County Recorder against the Landowner Property.

3.16. Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the heirs, successors, administrators and assigns of the parties, for as long as the Landowner Improvements remain on the Encroachment Area.

3.17. Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF SOUTH ST. PAUL:

James P. Francis
Its Mayor

Deanna Werner
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

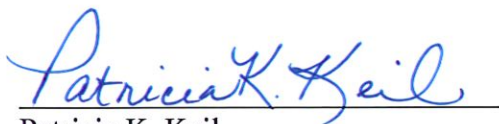
On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared James P. Francis and Deanna Werner, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that said instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:



Alan R. Keil



Patricia K. Keil

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

ss.

The foregoing instrument was acknowledged before me on 11th day of March, 2025, by Alan R. Keil and Patricia K. Keil, husband and wife.

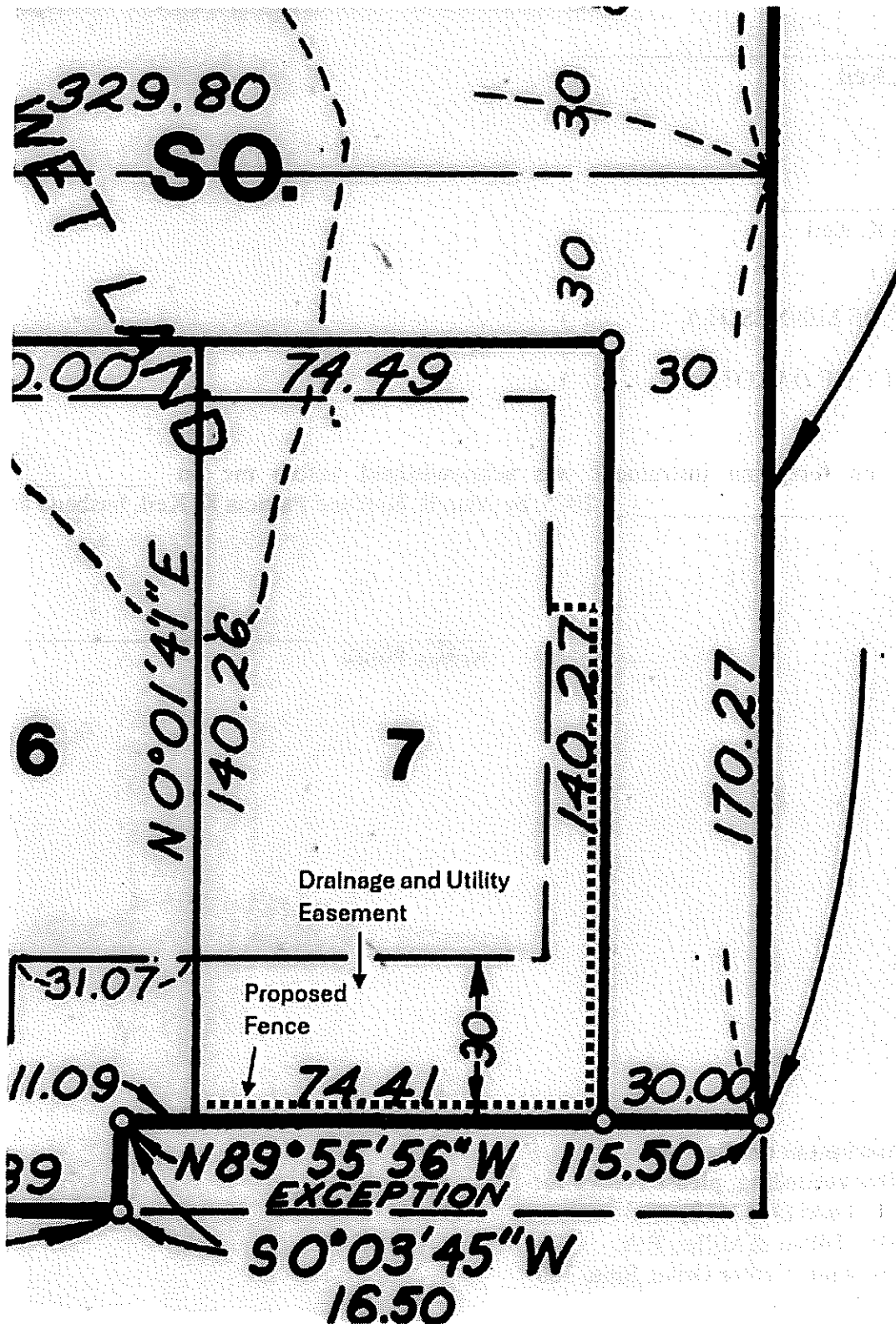




Notary Public

**This instrument drafted by
And after recording, please return to:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121

EXHIBIT A
DEPICTION OF ENCROACHMENT AREA





CITY COUNCIL AGENDA REPORT

DATE: March 17, 2025
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Declare Certain Property Surplus and Approve Donation

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2025 – 033 Declaring certain City property as surplus and approving donation.

OVERVIEW

City Code 2-1 outlines the procedure for the sale of unclaimed or abandoned property. In addition to a general sale, the Chief of Police, at his or her discretion, may dispose of unclaimed property by a private sale through a non-profit organization that has a significant mission of community service. The sale through a non-profit corporation may be for nominal consideration.

Each year, Police Department staff perform an audit of bicycles recovered or abandoned throughout the year. As a result of the audit, seven (7) recovered or abandoned bicycles have been identified as not being reported stolen or lost and have monetary value. They are, therefore, eligible to be disposed of according to the City Code. Police Department staff are working with Boy Scout Troop Number 95 relating to the transfer of this property. Their project plan outlines a date to be determined where they will offer, for sale to the public at a price they feel is fair, each of the bicycles. The revenue generated from the sale will be used to help support various troop outings.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution Bicycles
2. Bicycle list

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-033

**RESOLUTION DECLARING CERTAIN CITY PROPERTY SURPLUS AND APPROVING
DONATION**

WHEREAS, through an internal audit, the Police Department has identified seven (7) recovered or abandoned bicycles, the ownership of which could not be determined. They are, therefore, eligible for disposal.

WHEREAS, Boy Scout Troop Number 95 has expressed interest in claiming the undamaged bicycles for a troop project. Their project plan outlines a date to be determined where they will offer, for sale to the public at a price they feel is fair, for each of the bicycles.

NOW, THEREFORE, BE IT RESOLVED: the recovered or abandoned bicycles to be transferred to Boy Scout Troop Number 95 for a troop project are listed on the attached spreadsheet.

Adopted this 17th day of March, 2025.

City Clerk

<u>Primary Case #</u>	<u>Description</u>	<u>Custody Reason</u>
24001809	blue and white schwinn bike	Found Property
24001817	Schwinn Trail Way hybrid mountain bike	Safe Keeping
24001874	brown bicycle abandoned	Found Property
24002692	Grey Mongoose Durham w/blue cable lock attached.	Found Property
24003058	Blue and white Next bike with no seat or serial number.	Safe Keeping
25000225	Black Star Cruiser bicycle. S/N IL3B0625	Found Property
25000300	silver bicycle	Safe Keeping



CITY COUNCIL AGENDA REPORT

DATE: March 17, 2025
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 8.G.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Purchase of Outdoor Weather Warning Sirens

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Purchaes of Outdoor Weather Warning Sirens

OVERVIEW

In 2024, the Police Department contracted with Frontline Warning Systems for a comprehensive evaluation of City-owned outdoor weather warning sirens following a series of activation failures during normal monthly testing. The results of this evaluation revealed existing siren manufacture and installation dates from the 1990's and early 2000's, except for the Alice Court location, which was replaced in 2020 due to a catastrophic failure. In addition to the sirens being beyond their life expectancy, the evaluation revealed that the Warburton Street siren location was not equipped with a battery back-up system.

Funding for annual outdoor weather warning siren replacement has been identified in the Capital Improvement Program for a number of budget years, but the replacement process has not been started as existing sirens were still activating as designed until now. Given the increased failure rate of sirens located at Warburton Street and the 17th Avenue North water reservoir site, staff are recommending replacement of these two sirens in 2025, and adding battery back-up capability to the Warburton Street site, ensuring activation if commercial power is interrupted.

As part of the 2025 Budget Process, funding for the replacement of one siren was identified through the Capital Improvement Program. By replacing these two sirens at this time, instead of one now and one in 2026, the City will realize a reduction in overall cost due to a single mobilization of a bucket truck and digger for the siren posts, as well as a corresponding reduction in our annual maintenance agreement for our entire system. Staff have consulted with the Finance Director surrounding this purchase and learned the Capital Improvement Program is positioned to support this purchase.

Staff are recommending the purchase and installation of two outdoor weather warning sirens from Frontline Warning Systems from Sourcewell Purchasing Contract 090122-WHL at a combined not-to-exceed cost of \$66,246.00.

SOURCE OF FUNDS

2025 Capital Improvement Program

ATTACHMENTS

1. Quote for Siren Replacements at Warburton & 3rd&18th

Frontline Warning Systems

Project Estimate

Frontline Plus Fire & Rescue
DBA/Frontline Warning Systems
8004 Aetna Avenue NE
Monticello, MN 55362

Phone # 763-295-3650 frontlineplus@tds.net
Fax # 763-295-3650 www.frontlinewarningsystems.com

Date

2/25/2025

Name / Address

City of South St Paul, MN
125 3rd Avenue North
South St Paul MN 55075
Attn: Daniel Salmey

Terms	Due Date	REP Contact	FOB
Net 30 Days	4/30/2025	AG	

Item	Description	Qty	Cost	Total
	This estimate is to replace the existing Outdoor Warning Siren in South St Paul with a new unit. This estimate is for all products, materials and services to provide a turn-key solution.			
	This equipped is priced per Sourcewell Purchasing Contract #090122-WHL on City of South St Paul's account #204341			
VORTEX/R4	Siren Equipment: VORTEX/R4 Electronic Outdoor Warning Siren; Rotating siren rated at 129dBc @ 100ft and 70dBc @ 6000ft (Est). 4-400watt speaker drivers, ESC2030 Controller, 5a 120v AC battery charger (temperature compensated), motherboard, amplifiers factory installed in Type I aluminum cabinet.	2	23,940.00	47,880.00T
AUXIN	Auxin Limited Function Auxiliary Board for Contact Closure Activation.	2	265.50	531.00T
POLE TOP BRACKET	VPTB #01-0411446-00. Pole Top Mounting Bracket.	2	1,170.00	2,340.00T
DCM0055	Interstate Battery DCM0055, 12v 55aH	4	210.00	840.00T
	Services:			
Mobilization	Mobilization of contractor heavy equipment; 65ft bucket truck	1	450.00	450.00T
Mobilization	Mobilization of contractor heavy equipment; General 65 Digger	1	400.00	400.00T
Installation	Onsite Installation labor of new siren on new pole in new location	2	3,600.00	7,200.00T
	Site #1: Warburton (overhead power)			
	Site #2: 3rd Street North & 18th Ave N (Underground power)			
Materials	Materials for installation	2	785.00	1,570.00T
55ft Class II Pole	55ft Class II Pole	2	2,100.00	4,200.00T
SHIPPING	Freight Shipping and delivery to site (Prepay and add to final invoice)	1	835.00	835.00T

QUOTE ONLY. 60 DAYS Above Date.

Subtotal

Sales Tax (0.0%)

Total

Frontline Warning Systems

Frontline Plus Fire & Rescue
DBA/Frontline Warning Systems
8004 Aetna Avenue NE
Monticello, MN 55362

Phone # 763-295-3650 frontlineplus@tds.net
Fax # 763-295-3650 www.frontlinewarningsystems.com

Project Estimate

Date
2/25/2025

Name / Address
City of South St Paul, MN 125 3rd Avenue North South St Paul MN 55075 Attn: Daniel Salmey

Terms	Due Date	REP Contact	FOB
Net 30 Days	4/30/2025	AG	

Item	Description	Qty	Cost	Total
Gold Warranty	Whelen Gold Warranty: Years 1 & 2: Full parts coverage Years 3 - 5: Full parts coverage with \$125 deductible waived. Exclusions apply. See warranty documentation. This will not be invoiced to the City until the siren has been shipped and installed (if installation can occur within 30 days of shipment). The City has a 30 day credit term for payment once invoiced. To accept this quotation, please sign and date or provide an official requisition order for purchase.	2	0.00	0.00T
QUOTE ONLY. 60 DAYS Above Date.		Subtotal \$66,246.00		
		Sales Tax (0.0%) \$0.00		
		Total \$66,246.00		



CITY COUNCIL AGENDA REPORT

DATE: March 17, 2025
DEPARTMENT: Public Works
PREPARED BY: Melissa Blair
AGENDA ITEM NUMBER: 8.H.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Quote from Bauer Services of Welch LLC for drain and concrete floor replacement in the front bays of the Fire Station.

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve the quote from Bauer Services of Welch LLC for drain and concrete floor replacement in front bays of Fire Station in the amount of \$46,550.00.

OVERVIEW

The 2025 Capital Improvement Plan shows \$30,000 for the replacement. The estimates came in higher, and I spoke with finance, and they verified that we have funds available and can continue with the project. The existing front drain is lifting, and the concrete floor is breaking and becoming a trip hazard. It is a safety concern and needs to be removed and redone. We will be doing the front half of the bays. Staff was able to acquire two quotes.

- Bauer Service of Welch LLC \$46,550
- Walker Landscape and Concrete \$54,136

SOURCE OF FUNDS

2025 Capital Improvement Plan (Buildings)

ATTACHMENTS

1. 8-H FD Quotes



Bauer Services of Welch, LLC

Aaron Bauer

26469 130th Ave

Welch, MN 55089

651-246-9153

bauerservices@hotmail.com

DATE: March 11, 2025

FOR: CSSP

ESTIMATE # 3112025

City of South St. Paul
400 Richmond St East
South St. Paul, MN 55075

DESCRIPTION

AMOUNT

Estimate for South St. Paul Fire Station

Estimate includes

Saw cut & remove 58' x 34' area of the floor, encompassing 40' trench drain.

Haul away debris.

Pour back new floor 8" thick with 5000 PSI high early concrete reinforced #5 epoxy coated rebar 1' on center each way, cut & sealed pour over 6 millimeter vapor barrier poured & removed in 2 phases.

Grate covers to be reused & new stainless steel embeds for grates supplied & installed.

Total Estimate \$46,550.00

Thank You For Considering Our Business!

Please feel free to contact Aaron Bauer with any questions regarding this estimate
at 651-246-9153 or at bauerservices@hotmail.com.

Walker Lawn Care, Inc. (DBA Walker Landscape and Concrete)
P.O. Box 2474
Inver Grove Heights MN 55077
www.walkerlandscapeandconcrete.com
651-334-1679 cfig@comcast.net

City of South St. Paul Parks and Recreation
100 7th Ave N
South Saint Paul, MN 55075

hsteenbergs@sspmn.org



3/4/2025

To review your estimate online:

Online proposal code: YXK47E35

Online proposal link: [Click here to view your proposal](#)

Concrete Installation

JOB LOCATION:

South Metro Fire Hall
125 Third Ave N
South St. Paul, MN

SCOPE OF WORK: \$54136.00

(Pricing does not include options)

Replace front half of fire hall concrete floor

CONCRETE:

- Remove and saw-cut all existing concrete and haul off-site (approx. 59' x 34')
- Work to be completed in (2) phases
- Place and finish "High Early" interior floor min. 8" thick with machined finish
- Saw-cuts approx. 8' on center
- #5 epoxy rebar, 1' on center installed, #5 bar epoxy bar doveled to existing floor.
- All slopes to match existing

DRAIN:

- Install angle iron 1.5" x 1.5" to from new drain
- Weld 6" lugs, 18" on center, placed into concrete
- Pour drain bottom 4" thick
- Re-use existing floor grates if applicable

OPTION A - STEEL PRICING: \$1371.00

OPTION B - STAINLESS STEEL PRICING: \$2860.00

Amount: 54136.00

Payment Terms - **Landscape Projects Only:** Upon acceptance of this proposal, a **10% non-refundable deposit** will be required. One-third will be due at start date of project, One-third progress payment at **mid-point** of project if applicable. **FINAL BALANCE IS DUE THE DAY OF COMPLETION.**

*** A 3% convenience fee will be added to all credit card transactions, excluding initial deposits**

WARRANTIES:

All hardscapes are warrantied for 5 years from date of installation, with the exception of concrete which follows the manufacturer's warranty.

** Occasionally a white haze called "efflorescence" may appear on the surface of pavers after a few weeks or months after pavers have been manufactured. This is caused by migrating salt within the concrete and is a natural condition that may occur in any cement-based product. Efflorescence does NOT affect the integrity of the paver. The condition typically corrects itself with time and exposure to the elements. If you intend to seal your pavers and there is visible efflorescence, a cleaner can be applied to accelerate the process. DO NOT seal the paver until efflorescence is gone or it may become trapped below the surface of the sealer.*

All plants are warrantied for one (1) year from date of installation. Dead plants will be replaced. Warranty does not cover animal damage or winter burn. Clients should be advised to protect plants as needed due to unpredictable winter weather and snow coverage. (Evergreens in particular can be hard-hit and it is recommended to wrap in burlap or other type of protection.) An anti-desiccant spray is highly recommended as well.

Plant replacements will be scheduled mid-June to mid-July as our schedule allows. We understand our clients want to have replacements done as soon as possible but we need to allow time for late-breaking dormancy/recovery. We also ask for your patience as replacement requests happen during our busiest time of the season. Please know that we will get plants replaced for you as soon as our schedule allows but can be sometimes be delayed until August. (We also do a 2nd round of replacements in the fall). Plants will only be replaced once.

SOD IS A PERISHABLE PRODUCT AND IS NOT WARRANTIED. Please note that due to variations in Kentucky Blue Grass strains each year, new sod may not be an exact match to homeowner's existing sod and is outside our control.

Please note:

- **Many cities have a non-permeable surface allowance which is a percentage of the total property square footage. It is the homeowner's responsibility to obtain all information regarding allowable square footage for landscape projects.**
- **It is the homeowner's responsibility to locate and mark all property lines if applicable to the project area. Written permission from neighbors will be required if equipment access area is shared or will be affected.**
- **An additional fee may apply if exporting of unsuitable soils and importing of new materials is required.**

All materials are guaranteed to be as specified. Walker Lawn and Landscape is not responsible for any manufacturer defects in products or materials and will not be responsible for any additional costs associated with repair or reinstallation due to any manufacturer defects.

All work is to be completed in a timely fashion. Any alteration or deviation from the above specifications involving extra costs will be done only upon a written agreement. The cost will become an extra charge over and above the previous written agreement. All elements of this agreement are contingent upon strikes; accidents or delays beyond the control of Walker Lawn and Landscape. The estimate does not include material price increases, or additional labor and materials which may be required should unforeseeable problems arise after work has commenced. Walker Lawn and Landscape is not liable for any damage to existing sidewalks, driveways, or steps during the construction process. All prices are subject to fuel surcharges and sales tax. Pursuant to Minnesota Statute 514.011 Notice: (a) "Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contribution. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice." Minn. Stat. § 514.011 (2008).

Client Signature:

Walker Lawn and Landscape:

Date:

Date:



CITY COUNCIL AGENDA REPORT

DATE: March 17, 2025
DEPARTMENT: City Administrator
PREPARED BY: Kori Land, Ryan Garcia
AGENDA ITEM NUMBER: 11.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Settlement Agreement

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve a Settlement Agreement with Sanimax USA, LLC, and to authorize the Mayor and City Clerk to execute the Agreement.

OVERVIEW

The City of South St. Paul, through its Code Enforcement program, has a duty to administer [Chapter 110, Article VIII \(Odor Pollution\) of the South St. Paul City Code](#). The Code Enforcement Program is charged with the responsibility to investigate, through use of an olfactory tool called a "Nasal Ranger", any complaints submitted through the [City's Odor Reporting Website](#) that are related to suspected violations of Section 110-142 within the City. [Section 110 - 142](#) prohibits any owner of property within the City to cause or allow odor emissions that: (1) create odors or smells which are offensive or obnoxious to another person within the city; or (2) create a detrimental effect on the property of another person in the city; or (3) unreasonably interfere with the enjoyment of life, health, safety, peace, comfort or property of another person in the city. Between 2020 - 2024, the Code Enforcement program issued fifty-seven administrative citations for Verified Odor Complaints as defined in [Section 110 - 141](#) of City Code that, through the codified investigation protocol, were verified to represent emissions originating at property owned by Sanimax USA, LLC at 505 Hardman Avenue South. These Citations were appealed by Sanimax in accordance with [Section 38 - 107 of City Code](#), and the City and Sanimax have been engaged in formal Administrative Hearing proceedings at the Minnesota Office of Administrative Hearings since mid-2024. In late-2024, Sanimax approached the City to propose finding a settlement agreement outside the Office of Administrative Hearings process. In early March, a proposed Settlement Agreement was negotiated between the City Attorney's office and Sanimax's legal counsel that is enclosed in the packet and presented for Council consideration at the March 17 Meeting.

Staff recommends approval of the Settlement Agreement.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Settlement Agreement - Sanimax USA, LLC vs. City of South St. Paul

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into on the later of the signature dates as executed below by and between Sanimax USA, LLC (“Sanimax”) and the City of South St. Paul (the “City”), collectively referred to as “the Parties.”

Recitals

WHEREAS, the City has issued 57 administrative citations to Sanimax for alleged violations of the City’s odor ordinance, and Sanimax has timely appealed each of the 57 administrative citations to the Minnesota Office of Administrative Hearings (“OAH”);

WHEREAS, the appeals of the 57 administrative citations were and have been consolidated into one matter, OAH docket 23-6084-37132 (the “OAH Matter”);

WHEREAS, the Parties have diligently proceeded with the OAH Matter since the conclusion of related prior litigation in federal court;

WHEREAS, the OAH Matter has been stayed while the Parties explored possible settlement;

WHEREAS, through good faith negotiations, the Parties have arrived at this Agreement for the resolution of the OAH Matter; and

WHEREAS, in order to avoid the uncertainty, delay, inconvenience, and expense of litigation, the Parties desire to enter into this Agreement in order to finally and fully resolve the OAH Matter as expressly set forth herein.

NOW, THEREFORE, in adequate and sufficient consideration of the promises, covenants, and mutual releases set forth below, the Parties expressly agree as follows:

1. **SOG Designation.** The City shall designate Sanimax a significant odor generator (“SOG”) under City code section 110-144 promptly upon execution of this Agreement. Sanimax shall be designated a SOG and shall not appeal that designation under City Code 110-145. The City Code, as may be amended from time to time, shall govern the corresponding obligations of the Parties, including Sanimax’s obligations as a SOG, except as otherwise specifically set forth and agreed to in this Agreement.
2. **Proposed Odor Management Plan.** Sanimax shall develop a proposed odor management plan (the “Plan”) with input from the City. The Plan will: (i) conform to the requirements in City Code section 110-146(1)-(5); (ii) reflect Sanimax’s continued commitment to making substantial investments in odor management and abatement equipment at its South St. Paul facility; and (iii) contain a timeline for implementation. The Parties acknowledge the timeline for implementation of the Plan shall include six months of commissioning time, with six additional months of commissioning time corresponding with the Six Month Grace Period referenced in Paragraph 3. Within 90 days of being designated a SOG, Sanimax will submit the Plan to the City for approval. Should the City provide comments on the Plan rather than approve the Plan, Sanimax will have 30 days from the date the City

provides its comments to resubmit the Plan to the City for approval. Sanimax will implement the Plan in good faith consistent with the terms of the Plan.

3. Future Administrative Citations. Violations of City Code sections 110-141 to 110-150 (the “Odor Ordinance”) will not result in administrative citations during the time Sanimax is designated as a SOG and (i) is either (a) developing the Plan or (b) implementing the Plan and (ii) for six months after the Plan is implemented (the “Six Month Grace Period”). This paragraph does not prohibit the City from monitoring Sanimax or investigating odor complaints and sharing the results with Sanimax.
4. Current Administrative Citations. The City shall voluntarily dismiss the OAH Matter consistent with the terms of this Agreement. The City shall dismiss 31 of the current 57 administrative citations with prejudice, which number shall constitute the administrative citations issued to Sanimax in the years 2020, 2021, 2022, and 2023. The remaining 26 odor citations from 2024 shall also be dismissed with prejudice from the OAH but shall be stayed by the City as open citations, pending compliance with Section 5.
5. Compliance Determination. Following the expiration of the Six Month Grace Period, if the City engineer or City administrator determines in good faith after follow-up odor testing that: (i) the odor results at Sanimax’s South St. Paul facility have not improved; (ii) verified odor complaints continue during the period of follow-up testing; or (iii) Sanimax has not implemented the Plan within the timeframe as provided in the Plan and there are no extenuating circumstances that the Parties agree in good faith are outside of Sanimax’s control; then Sanimax shall pay the City \$52,000 in satisfaction of the remaining 26 odor citations, which thereafter shall be considered resolved. Sanimax shall make such payment to the City within 30 days of receiving a written notification from the City as to the conditions in (i), (ii), or (iii) above. If, however, the follow-up testing demonstrates Sanimax is compliant under City Code section 110-147, then the City shall consider the remaining 26 odor citations resolved without any payment by Sanimax except as otherwise provided by Paragraph 6 of Agreement.
6. Monetary Payment. Sanimax shall pay to the City \$55,000 within 30 days of the execution of this Agreement.
7. Good Faith and Non-compliance. In the event of non-compliance after the Six Month Grace Period, the Parties shall work in good faith and make best efforts to work cooperatively to address and resolve any odor issues, and proceed under and consistent with the SOG provisions of City Code to resolve the issue.
8. No Admission of Liability. The Parties expressly understand and agree that by executing this Agreement, none of the Parties hereto are admitting or conceding the possibility of any liability to any other party hereto, it being agreed and understood that this settlement is in compromise of claims in order to terminate further controversy and to avoid the uncertainty, delay, inconvenience, and expense of litigation.
9. Forum Selection and Choice of Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Minnesota, notwithstanding any choice of law principles to the contrary. Any action arising out of and/or relating to this

Agreement shall be brought exclusively in the District Court of Dakota County, Minnesota. The Parties hereto expressly consent to the jurisdiction of said court in any dispute arising under this Agreement.

10. Waiver. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any of the terms and conditions of this Agreement may be waived by the Party entitled to the benefit thereof. In order to be binding, however, the waiver must be set forth in a written instrument signed by the Party granting such waiver. Waiver or failure to insist upon strict compliance with the performance of any of the terms and conditions of this Agreement, however, shall not operate as a waiver of, or estoppel concerning, any other failure.
11. Binding Effect. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors, and assigns.
12. Counterparts. This Agreement may be executed in any number of identical counterparts, any of which may contain the signatures of less than all parties, together when transmitted, whether by original, facsimile, e-mail or digital image, shall constitute the agreement of the Parties.
13. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions of this Agreement unenforceable, invalid, or illegal.
14. Authority and Opportunity to Consult with Attorney. The Parties hereto expressly represent and warrant that they are legally authorized to execute this Agreement, they have each carefully read the entire contents of this Agreement, they each understand the contents hereof, and they have each had an opportunity to consult with their own counsel regarding the meaning and effect of each provision hereof.

[The rest of this page is intentionally left blank. The signature page follows.]

SANIMAX USA, LLC

CITY OF SOUTH ST. PAUL

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Jame P. Francis

Title: Its Mayor

Date: _____

By: _____

Name: Deanna Werner

Title: Its City Clerk

Date: _____